

**FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR SANTANA RIDGE ESTATES**

STATE OF TEXAS §

COUNTY OF PARKER §

Under the General Provision set forth in Article XI, Section 11.02(a), the “Declarant,” hereto, amends the CCRs recorded on September 14, 2023, under Clerk’s File No. 202324234 for Santana Ridge Estates, the following:

1.06 **“Common Area”** including but not limited to roadways and roadway easements, street lighting, entrance lighting, entrance gates, landscaping, water features, mailbox CBUs; any and all appurtenances not owned by an Owner.

3.01 **Membership.** Every person or entity which is a record owner of any Lot which is subject to the Maintenance Charge and other assessments provided herein, shall be a Member of the Association. The foregoing is not intended to include persons or entities which hold an interest merely as security for the performance of an obligation or those having only an interest in the mineral estate. No Owner shall have more than one membership for each Lot owned by such Member. Memberships shall be appurtenant to and may not be separated from the ownership of the Lots. Regardless of the number of persons who may own a Lot (such as husband and wife, or joint tenants, etc.) there shall be only one membership for each Lot. The vote, approval or consent of any single Owner from amount such joint Owners is conclusively presumed to be cast or given in accordance with the decision of the majority of the joint Owners and with all their full authority. Additionally, after the expiration of the Declarant Control Period, the Directors of the Association must be Members of the Association. Ownership of the Lots shall be the sole qualification for membership. The voting rights of the Members are set forth in the Bylaws of the Association. Membership is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. The rights and privileges of membership, including the right to vote, may be exercised by a Member or the Member's designated representative. Should an Owner own multiple Lots, they may elect to forego assessments on the additional Lot(s), so long as there is only one residence, additionally foregoing any voting rights connected to the additional lots. Owners of multiple Lots shall be afforded membership rights based upon the number of assessments paid.

4.06 Setbacks. All residential or other structures must be a minimum distance of one hundred feet (100') from the front lot line of the Lot. All Lots shall have a minimum setback of twenty feet (20') from side property lines. If the minimum distances as specified in this Section differ from those shown on the Plats, the greater requirement shall apply. For purposes of this covenant, eaves, steps, and open porches shall not be considered as part of the building; provided, however, that this shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot. If two or more Lots, or portions of two or more Lots, are consolidated into a building site in conformity with Section 4.16, these building setback requirements shall apply to the resulting building site as if it were one original, platted Lot.

4.08 Driveways. Culvert sizes are to be determined by the County Commissioner, or by a licensed Civil Engineer at the request of the County Commissioner. Owners shall consult with the County Commissioner before installing a culvert. Culvert ends must be finished with masonry materials.

For all Lots, between the paved portion of a road and the front Lot line, Owner shall construct a concrete driveway which shall be at least twelve feet (12') wide, not including the tapered concrete edges around the culverts.

Driveways may not be nearer the side property line than ten feet (10') except for areas within the platted common roadway easement.

4.23 Landscaping. Each residence shall be landscaped and sodded on the front and side yards (entire front, sides, and thirty-five feet (35') into the back yard) within one hundred and twenty (120) days after the date on which the flooring has been installed in the residence constructed on such Lot. The landscaping of each Lot shall be principally grass sod unless otherwise approved in writing by the ACC. The Owner shall keep the yard sufficiently watered to ensure adequate growth of the grass, subject to any water restrictions enacted by any governmental authority.

4.28 Propane, Natural Gas Tanks. All propane and natural gas tanks must be buried underground on the Lot.

4.36 Short Term Rental. No residence, building or other improvement may be rented, wholly or partially, for a period of time of less than One Hundred Eighty (180) consecutive days, either privately, by agreement, or through any service, including but not limited to Airbnb, Vrbo, Booking.com, Flipkey, Vacasa, HomesToGo, Agoda or Homestay.

5.01 Basic Control. No building or other improvements of any character shall be erected or placed, or the erection or placing thereof commenced or changes made in the design or exterior appearance thereof or any addition or exterior alteration made thereto after original construction or demolition or destruction by voluntary action made thereto after original constructed, on any Lot in the Subdivision until the obtaining of the necessary approval (as hereinafter provided) from the Architectural Control Committee of the construction plans and specification for the construction or alteration of such improvements or demolition or destruction of existing improvements by voluntary action. Approval shall be granted or withheld based on matters of compliance with the provisions of this instrument. Each application made to the ACC shall be accompanied by two sets of plans and specifications for all proposed construction (initial or alteration) to be done on such Lot, including plot plans showing location on the Lot.

Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration and any amendment or supplement thereto. Unless expressly amended by this instrument, all other terms and provisions of the Declaration and any amendment or supplement thereto remain in full force and effect as written and are hereby ratified and confirmed.

This amendment shall be effective upon its recording in the Official Public Records of Parker County, Texas.

[signature page follows]

DECLARANT:



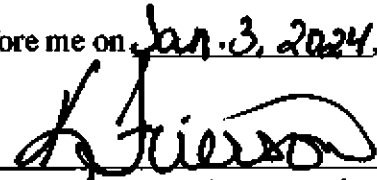
CHAD BUSHAW

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF §

This instrument was acknowledged before me on Jan. 3, 2024, by Chad Bushaw.





Notary Public, State of Texas

After Recording, Return to:
Santana Ridge Estates, LP
P.O. Box 1118
Weatherford, TX 76086

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Lila Deakle

202406102

03/11/2024 03:24:42 PM

Fee: \$37.00

Lila Deakle, County Clerk

Parker County, Texas

DECLARE

THIS DOCUMENT AMENDS AND RESTATES THE DOCUMENT RECORDED ON AUGUST 30, 2021, UNDER INSTRUMENT NUMBER 202134088 OF THE OFFICIAL PUBLIC RECORDS, PARKER COUNTY, TEXAS.

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
SANTANA RIDGE ESTATES**

PREAMBLE

This Amended and Restated Declaration of Covenants, Conditions, and Restrictions (this "Declaration") is made effective Sept. 14, 2023 ("Effective Date"), by Chad Bushaw ("Declarant"), whose mailing address is P.O. Box 1118 Weatherford, Parker County, Texas 76086.

RECITALS:

A. On August 30, 2021, Declarant, in agreement with Santana Ridge Estates, LP, being the then fee simple owner of certain real property located in Parker County, Texas, being described on Exhibit A attached to this Declaration and incorporated herein by reference ("Santana Ridge Phase I" or the "Original Property"), subjected the Original Property to the Declaration of Covenants, Conditions and Restrictions for Santana Ridge Estates (the "Subdivision") in the Official Public Records of Parker County, Texas as Document No. 202134088 (the "Original Declaration").

B. In order to protect the value and desirability of Subdivision, Declarant subjected the Original Property to the covenants, conditions and restrictions set forth in the Original Declaration.

C. Declarant has determined it to be in the best interest of Subdivision, and necessary to protect the value thereof, to amend certain provisions within the Original Declaration.

D. Declarant deemed it desirable, and in the best interest of the Owners (defined below), for the efficient maintenance of the Subdivision, to create a non-profit corporation to which would be delegated and assigned the powers and responsibilities of maintaining the Subdivision, enforcing this Declaration, collecting and disbursing the Assessments (defined below) and charges created herein and performing all other functions as set forth in this Declaration.

E. Declarant deemed it desirable to incorporate certain additional real property owned by Santana Ridge Estates, LP and adjacent to the Subdivision into the Subdivision, which additional real property is located in Parker County Texas, and contains approximately 127.274 acres as legally described on Exhibit B attached hereto and incorporated herein ("Santana Ridge Phase II")

F. Declarant, on behalf of itself and the Owners, hereby files this Declaration, which amends, restates and supersedes the Original Declaration in its entirety.

G. Except as amended or modified in this Declaration, all liens, covenants, and restrictions established by the Original Declaration remain in full force, retain the same priority and are reaffirmed by the filing of this Declaration.

NOW THEREFORE, Declarant hereby declares that the Subdivision and such additions thereto as may be made pursuant to the terms hereof is and shall be held, transferred, sold, mortgaged, conveyed and occupied subject to the covenants, conditions and restrictions set forth herein.

ARTICLE I

Definitions

1.01 "ACC" means the Architectural Control Committee appointed by the Board to approve or disapprove improvements to be constructed on a Lot pursuant to this Declaration or other Dedicatory Instrument.

1.02 "Assessment" means any amount due to the Association by an Owner or levied against an Owner by the Association under this Declaration.

1.03 "Association" refers to Santana Ridge Estates Homeowners Association, a Texas Nonprofit Corporation, and its successors and assigns, which is designated as the representative of the Owners in the Subdivision, whose membership consists of Owners, and manages and regulates the Subdivision for the benefit of the Owners.

1.04 "Board" means the Board of Directors of the Association.

1.05 "Bylaws" means the Bylaws of the Association adopted by the Board.

1.06 "Common Area" including but not limited to, ponds within platted drainage easements, roadways and roadway easements, street lighting, entrance lighting, entrance gates, landscaping, water features, mailbox CBUs; any and all appurtenances not owned by an Owner.

1.07 "Contractor" refers to the person or entity with whom Declarant or an Owner contracts to construct a residential dwelling and other improvements on a Lot.

1.08 "Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

1.9 "Declarant" means Chad Bushaw, an individual, and any successor that acquires a majority of the unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.

1.10 "Declarant Control Period" means and refers to the period of time during which the Class "B" Member is entitled to appoint and remove the members of the Board and the officers of the Association, other than Board members or officers elected by Members of the Association pursuant to the Bylaws.

1.11 **"Dedictory Instrument"** means each governing instrument covering the establishment, maintenance, and operation of the Subdivision. The term includes this Declaration, the Certificate of Formation, Bylaws, rules of the Association, standards of the ACC, Open Records and Records Retention Policies and Alternative Payment Schedule, and all lawful amendments. All Dedictory Instruments shall have no effect until filed in the Official Public Records of Parker County, Texas.

1.12 **"Development Period"** means the period in which Declarant reserves a right to facilitate the development, construction and marketing of the Subdivision

1.13 **"Easements"** means all easements within the Subdivision for access, utilities, drainage, and other purposes as shown on the Plats, reserved herein or filed of record in the Official Public Records of Parker County, Texas.

1.14 **"Lot"** means each tract of land designated as a lot on the Plats.

1.15 **"Maintenance Charge"** means assessments or charges hereby levied, together with such interest thereon and costs of collection thereof, as hereinafter provided, and shall be a charge on the Lots and shall be a continuing lien upon the Lot against which each such Maintenance Charge and other charges and assessments are made.

1.16 **"Maintenance Fund"** shall mean the Association's accumulation of funds from Regular and Special Assessments, as well as income and revenue from other legitimate sources, as prescribed in this Declaration.

1.17 **"Managing Agent"** means the Association's designated representative as it appears on the Management Certificate.

1.18 **"Management Certificate"** means the instrument required to be recorded pursuant to Section 209.004 of the Texas Residential Property Owners Protection Act.

1.19 **"Member"** refers to every Owner or entity which holds membership in the Association by virtue of its ownership of a Lot.

1.20 **"Owner"** means a person who holds record title to a Lot, and includes the personal representative.

1.20 **"Plats"** means the following plats (i) Replat of Santana Ridge Lots 1-17, 19R, 20-32 Block A; Lots 1-9, Block B; Lots 1-22R, 23-34, Block C; Lots 1R-8, Block D; Lots 1-9, Block E; Lots 1-7, Block F; and Lots 1-19, Block G recorded as Instrument Number 202206090 of the Official Property Records of Parker County, Texas, and (ii) Lots 35-70, Block C, Lots 2-18, Block H, and Lots 1-8, Block J, recorded as Instrument Number 202322925 of the Official Public Records of Parker County, Texas, and any replat of or amendment to the Plats made in accordance with this Declaration.

1.21 **"Regular Assessment"** means an assessment, charge, fee or dues that each Owner is required to pay to the Association on a regular basis and that is designated for use by the Association

for the benefit of the Subdivision, as provided herein.

1.22 “Rules” or “Rules and Regulations” mean the Rules and Regulations of the Association as may be amended from time to time.

1.23 “Special Assessment” means an assessment, charge, fee, or dues, other than a Regular Assessment that each Owner is required to pay to the Association for defraying in whole or in part, the cost whether incurred before or after the assessment, of any construction or reconstruction, unexpected repair, or replacement of a capital improvement in a Common Area for which the Association is responsible to maintain as provided herein, including the necessary fixtures and personal property related to the Common Areas; maintenance and improvement of Common Areas; or other purposes of the Association as stated in its Certificate of Formation, or in the Dedicatory Instruments.

1.24 “Texas Residential Property Owners Protection Act” or “The Act” shall refer to Texas Property Code Chapter 209, as same may be amended or repealed in whole or in part.

1.25 “Transfer Fee” means dues, a fee, a charge, an assessment, a fine, a contribution, or another type of payment under this Declaration, other Dedicatory Instrument, or under law, including a fee or charge payable for a change of ownership entered in the records of the Association.

ARTICLE II

RESERVATIONS, EXCEPTIONS AND DEDICATIONS

2.01 Plats. The Plats subject the Subdivision to the limitations as set forth therein, and the roads, streets, and easements shown thereon. The Plats further establish certain restrictions applicable to the Subdivision. All dedications, restrictions and reservations created in this Declaration or shown on the Plats, re-plats or amendments of the Subdivision recorded or hereafter recorded shall be construed as being included in each Lot, deed or conveyance executed or to be executed, whether specifically referred to therein or not.

2.02 Utility Easements. The Declarant has reserved for public use the utility easements shown on the Plats or that have been or hereafter may be created by separate instrument recorded in the Official Public Records of Parker County, Texas, for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telephone line or lines, storm surface drainage, cable television, or any other utility installed in, across and/or under the Subdivision. All utility easements in the Subdivision may be used for the construction of drainage swales in order to provide for improved surface drainage of the Common Area and/or Lots. Should any utility provider furnishing a service covered by the general easement herein provided for request a specific easement by some recordable document, the Association, without the joinder of any other Owner, shall have the right to grant such easement on the Subdivision without conflicting with the terms hereof. Any utility provider serving the Subdivision shall have the right to enter upon any utility easement for the purpose or installation, repair and maintenance of their respective facilities. Neither the Association nor Declarant, any utility provider, political subdivision or other

authorized entity using the Easements shall be liable for any damages done by them or their assigns, agents, employees, or servants, to fences, shrubbery, trees and lawns of the Owner on the Subdivision covered by these Easements.

2.03 Title Subject to Easements. It is expressly agreed and understood that the title conveyed to any of the Lots by deed or other conveyance shall be subject to all Easements affecting same for roadways or drainage, electric lighting, electric power, gas, or telephone purposes, and other easements hereafter granted affecting the Lots. The Owners of the respective Lots shall not be deemed to own pipes, wires, conduits or other service lines running through their Lots which are utilized for or service to other Lots, but each Owner shall have an easement over and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of their Lot. The Association may convey title to said easements to the public or a utility provider.

2.04 Association's Easements. The Association hereby reserves an easement that allows access to an Owner's Lot to remedy a violation of this Declaration or other Association Dedicatory Instruments; however, the Association may not amend this Declaration or other Dedicatory Instrument to grant itself additional easements through or over an Owner's Lot without the consent of the Owner.

ARTICLE III

THE ASSOCIATION

3.01 Membership. Every person or entity which is a record owner of any Lot which is subject to the Maintenance Charge and other assessments provided herein, shall be a Member of the Association. The foregoing is not intended to include persons or entities which hold an interest merely as security for the performance of an obligation or those having only an interest in the mineral estate. No Owner shall have more than one membership for each Lot owned by such Member. Memberships shall be appurtenant to and may not be separated from the ownership of the Lots. Regardless of the number of persons who may own a Lot (such as husband and wife, or joint tenants, etc.) there shall be only one membership for each Lot. The vote, approval or consent of any single Owner from amount such joint Owners is conclusively presumed to be cast or given in accordance with the decision of the majority of the joint Owners and with all their full authority. Additionally, after the expiration of the Declarant Control Period, the Directors of the Association must be Members of the Association. Ownership of the Lots shall be the sole qualification for membership. The voting rights of the Members are set forth in the Bylaws of the Association. Membership is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. The rights and privileges of membership, including the right to vote, may be exercised by a Member or the Member's designated representative.

3.02 Classes of Membership. The Association shall have two (2) classes of membership as follows:

- a. Class "A". Class "A" Members shall be all Lot Owners with the exception of the Class "B" Member.

b. Class "B". The Class "B" Member shall be Declarant and any Successor Declarant named as successor in a recorded document.

3.03 Voting. Class "A" Members shall be entitled to one (1) vote for each Lot of which they are record Owner. Class "B" Member shall be entitled to ten (10) votes per Lot owned. The Class "B" membership shall terminate and be converted to Class "A" on or before the 120th day after the date seventy-five percent (75%) of the Lots that may be made subject to this Declaration are conveyed to Class "A" Members. No Owner may be disqualified from voting in an election of a member or members of the Board of Directors, or on any matter concerning the rights or responsibilities of the Owner, except as otherwise permitted by law.

3.04 Appointment of Board of Directors. During the Declarant Control Period, the Class "B" Member is entitled to appoint and remove the members of the Board and the officers of the Association. Notwithstanding, at least one-third (1/3) of the members of the Board shall be elected by the Owners other than the Declarant not later than the tenth (10th) anniversary after this Declaration was recorded in the Official Public Records of Parker County, Texas.

3.05 Nonprofit Corporation. Santana Ridge Estates Homeowners Association, Inc., a nonprofit corporation, has been organized and it shall be governed by the Chapter 22 of the Business Organizations Code, the Certificate of Formation, and Bylaws of the Association; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

3.06 Bylaws. The Association has adopted Bylaws to govern the organization or operation of the Subdivision and the use and enjoyment of the Lots and Common Area; provided that the same are not in conflict with the terms and provisions in this Declaration.

3.07 Owner's Right of Enjoyment. Every Owner shall have a beneficial interest of use as provided herein in and to the Common Areas and such right shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) This Declaration, as it may be amended from time to time;
- (b) The right of the Board to adopt other Rules and Regulations regulating the use and enjoyment of the Common Area;
- (c) All easement rights necessary or desirable for the Association to perform its duties and enforce this Declaration;
- (d) The right of the Association, acting through the Board, to grant easements pursuant to this Declaration; and
- (e) The right of the Association, acting through the Board, to enter into and execute contracts with any party for the purpose of providing maintenance or other materials or services consistent with the purposes of the Association and this

Declaration.

3.08. Limitation of Liability. To the fullest extent allowed by the Texas Business Organizations Code, a member of the Board of representative of the Association is not liable to the Association, to any Owner or Member of the Association, or to any other person for any Act by the member of the Board or representative of the Association in the person's capacity as an representative of the Association unless the person's conduct was not exercised in good faith, with ordinary care, and in a manner a representative of the Association reasonably believes to be in the best interest of the Association.

3.09. Indemnification. To the fullest extent allowed by the Texas Business Organizations Code, the Association agrees to and is required to indemnify, defend, and hold harmless, and to advance expenses to, each Association Representative, INCLUDING IN EACH CASE, FOR CLAIMS BASED ON OR ARISING FROM SUCH PERSON'S SOLE, PARTIAL OR CONCURRENT NEGLIGENCE, but excluding any such items incurred as a result of any act or omission for which the representative of the Association is liable under the preceding paragraph 3.08.

ARTICLE IV

USE AND CONSTRUCTION RESTRICTIONS

4.01 Use. Each Lot in the Subdivision shall be used only for single family residential and/or farm and ranch related purposes as set forth below. The Association, acting through the Board and Architectural Control Committee shall have the right and power to enforce the restrictions contained in this Declaration and all other Dedicatory Instruments.

4.02 Minimum Construction Requirements. Each residence shall have a minimum contiguous interior living area of 3,200 square feet, exclusive of garages, porches, or patios. At least eighty-five percent (85%) of the exterior of each residence and eighty-five percent (85%) of the first floor of the residence, exclusive of glass and doors, shall be in masonry, brick, brick veneer, stone, or stone veneer materials approved by the ACC. All exterior construction shall be of new materials and shall be natural or ACC-approved natural-appearing materials.

4.03 Garages. Each residence shall have a garage capable of housing at least two (2) vehicles. No garage or accessory improvements shall exceed in height the residence or dwelling unit to which it is appurtenant. No garage shall have a vehicular access door or opening which faces any public right-of-way except for corner Lots and side entrance garages. All garages shall correspond in style, architecture, and exterior building materials with the residence to which it is appurtenant.

4.04 Accessory Improvements.

(a) A building that is immediately accessory to the residence and other similar improvements to the residence, such as a detached garage, maid's quarters, guest house, or

cabana may be allowed, provided it conforms to the same style and architecture and is constructed of the same materials as the residence and is approved by the ACC.

(b) Storage buildings, shops, and other similar buildings and improvements constructed on a Lot that are at least thirty-five (35) feet behind the rear plane of the residence, shall be allowed. Said structures shall: (i) be no larger than sixty percent (60%) of the square footage of the residence; (ii) have a minimum pitch of 5:12; (iii) conform to the same style as the residence; (iv) be of neutral colors or colors to conform to the residence colors, with wall panels, roof panels, and trim consisting of at least two different colors (by way of example, wall color must be different from trim color (corner pieces, fascia trim), and roof panels can be the same color as wall panels, or a different color); and (v) be subject to approval of the ACC.

4.05 Completion of Construction. Residential dwellings must be completed within twelve (12) months of commencement of construction, while complying with the restrictions set forth herein.

4.06 Setbacks. All residential or other structures must be a minimum distance of seventy-five feet (75') from the frontline of the Lot. All Lots shall have a minimum setback of twenty feet (20') from side property lines. If the minimum distances as specified in this Section differ from those shown on the Plats, the greater requirement shall apply. For purposes of this covenant, eaves, steps, and open porches shall not be considered as part of the building; provided, however, that this shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot. If two or more Lots, or portions of two or more Lots, are consolidated into a building site in conformity with Section 4.16, these building setback requirements shall apply to the resulting building site as if it were one original, platted Lot.

4.07 Fencing and Walls. All fencing is to comply with the requirements designated below and must be as specified by Owner and approved by the ACC prior to the beginning of construction. Fencing materials and placement of the fence are to be submitted to and approved by the ACC.

Fencing shall be constructed of natural stone, brick or wrought iron-style metal, pipe, pipe and cable, or other materials deemed acceptable by the ACC.

It shall be the Owner's responsibility to maintain any walls or fences so that such improvements remain in an attractive, well-kept condition. Fences shall not exceed six feet (6') in height.

4.08 Driveways. Culvert sizes are to be determined by the County Commissioner, or by a licensed Civil Engineer at the request of the County Commissioner. Owners shall consult with the County Commissioner before installing a culvert. Culvert ends must be finished with masonry materials.

For all Lots, between the paved portion of a road and the front Lot line, Owner shall construct a concrete driveway which shall be at least twelve feet (12') wide, not including the

tapered concrete edges around the culverts, and must include a setback for the mailbox of a minimum of two feet (2') from the edge of the pavement.

Driveways may not be nearer the side property line than ten feet (10') except for areas within the platted common roadway easement.

4.9 Sewage Disposal. Each Owner must install an aerobic septic system for sewage disposal or any other system that complies with applicable law. All septic systems must be installed by a state certified licensed installer and must be permitted and inspected by authorized representatives of Parker County. Septic systems must be inspected by a state certified licensed installer every three years and must be regularly maintained so as to remain fully functional. No outside toilets or cesspools will be permitted.

4.10 Water Wells.

(a) The Owner of each Lot shall have the right, subject to the approval of and permitting by all appropriate governmental authorities, to have and maintain no more than one (1) producing water well on the Lot for the Owner's personal and domestic consumption in connection with the ownership of that Lot. In the event the well authorized by this Section does not provide sufficient amounts of water for the Owner's personal and domestic consumption, the Association may allow an additional well or wells as reasonably required. Each Owner is strictly prohibited from selling any water commercially from any well. The drilling and operation of any well shall meet the approval of all federal, state, county, or municipal regulatory authorities entitled by law to approve, regulate, or supervise same, and obtaining such approval and the cost thereof shall be the sole responsibility of the Owner.

(b) **Declarant makes no representation or warranty of any kind, express or implied, with respect to: (i) whether the Owner will be allowed by appropriate governmental authorities to drill a water well, (ii) whether water will be found on any lot, (c) the quantity of water available to any lot now or in the future, or (iii) whether any water found on any lot will be potable (safe to drink). Each Owner acknowledges that the topography of any given lot may affect the availability, quality, or quantity of any water.**

4.11 Animals. No swine (pigs or hogs), roosters (chicken), or poultry of any kind shall be raised, bred, or kept on any lot; provided, however, that a chicken coop (with a maximum of ten (10) hens only) may be permitted subject to ACC approval. Chicken coops must be built at the rear of the Lot or in a wood line of the Lot and must be screened and discreet. Absolutely no roosters.

Dogs, cats, or other common household pets may be kept on a Lot. No more than four (4) dogs will be permitted on any Lot. Dogs will not be permitted to run loose in the subdivision and must be kept in a kennel, dog run, or fenced-in area that confines said dog(s) to dog Owner's Lot. Dogs must be vaccinated for rabies according to Federal, State, or local law.

Owners shall be limited to one (1) horse, cow, or other approved large animal per acre, and only if property is fenced with fencing capable of containing such animal(s).

4.12 Recreational Vehicles, Touring Coaches, Boats, and Trailers. A Recreational vehicle ("RV") or coach ("Coach") shall be allowed during construction of the residence for not more than twelve (12) months but must be registered with the Declarant. An Owner may allow a guest(s) to park an RV or Coach on such Owner's Lot, to the side or rear of the home, for visits totaling not more than four (4) weeks during any consecutive 365-day period. An RV, Coach, or boat may be stored on the Lot, but must be parked to the rear of the residence. If an RV, Coach, boat, and/or trailer is stored on a Lot, but not in an enclosed structure, then Owner shall not store such within twenty-five feet (25') of the property line unless written approval is obtained from the adjoining, impacted Owner and the ACC. If Owner plans to permanently store an RV, Coach, boat, and/or trailer on a Lot, Owner must construct an ACC approved storage structure or plant trees/shrubs of adequate size, if none are naturally present, to screen such from neighboring Owner's view.

4.13 Commercial Trucks, School Buses, Inoperable, and Wrecked Vehicles. No commercial truck, school bus, inoperable vehicle or wrecked vehicle shall be allowed on a Lot within view of any street or from any other Owner's Lot. No commercial truck shall be left parked in the street in front of any Lot, except for construction and repair equipment while a residence is being built or repaired in the immediate vicinity. Nothing contained in this Section is intended to prevent an Owner from owning and storing a vehicle for restoration or a truck used for farm and ranch purposes, so long as the vehicle is stored behind or within an appropriate structure or at the rear or side of the Lot nearest the trees.

4.14 Dirt Bikes, Go Carts, and Dirt Bike Tracks. No motorized dirt bike, go cart, mini-bike, or similar shall be allowed, nor shall a dirt bike track be constructed on any Lot.

4.15 Re-subdivision. No lot shall be re-subdivided or split except as allowed in Section 11.02.

4.16 Consolidation. Any person owning two (2) or more adjoining Lots may consolidate those Lots into one (1) Lot with the privilege of constructing improvements thereupon, as permitted by this Declaration.

4.17 Prohibited Residential Uses. Only structures approved for residential use by the ACC shall be used at any time as a residence.

4.18 Tree Houses and Play Structures. Tree houses and other play structures for children are allowed; however, if these structures are greater than forty (40) square feet, Owner must submit plans and get approval of the ACC in advance of construction or placement on the Lot.

4.19 Business Signs. No business sign of any type shall be allowed on any Lot except for signs advertising the Lot for sale or rent. Sale or rent signs shall not exceed 6 (six) square feet.

4.20 Mining Prohibited. No mineral quarry or mining operations of any kind shall be permitted on any Lot. No mineral excavation shall be permitted on any Lot. No structure designed for use in boring for minerals shall be erected, maintained or permitted on any Lot.

4.21 Rubbish, Trash, and Garbage. No Lot shall be used or maintained as a dumping ground for rubbish or trash. All garbage and other waste shall be kept in sanitary containers.

4.22 Drainage/Impoundment of Surface Water. The existing creeks, ponds, and drainage channels traversing along or across portions of the Lots will remain as open channels at all times and will be maintained by the Owners of the Lot or Lots that are traversed by or adjacent to the drainage courses along or across said Lots. Each Owner shall keep the natural drainage channels traversing such Owner's Lot clean and free of debris, silt or any substance which would result in unsanitary conditions or any obstruction of the natural flow of water.

No building or structure shall be placed, nor shall any material or refuse be placed or stored, on any Lot within ten feet (10') of any edge of any open water course.

4.23 Landscaping. Each residence shall be landscaped and sodded on the front and side yards (entire front, sides, and thirty-five feet (35') into the back yard) within one hundred and twenty (120) days after the date on which the carpet has been installed in the residence constructed on such Lot. The landscaping of each Lot shall be principally grass sod unless otherwise approved in writing by the ACC. The Owner shall keep the yard sufficiently watered to ensure adequate growth of the grass, subject to any water restrictions enacted by any governmental authority.

4.24 Trees and Shrubs. For all Lots, at least two (2) three-inch (3") caliber oak trees or other trees approved by the ACC shall be planted in the front yard area at the completion of construction of the residence on such Lot. This requirement may be waived in writing by the ACC if the ACC determines that adequate existing trees are retained on a Lot.

4.25 Exterior Home Colors. Exterior home colors must be approved by the ACC. Preferred color finishes include subdued earth or neutral tones.

4.26 Air Conditioning Window Units. There shall be no window units allowed on a primary residential dwelling. A window unit or a packaged terminal air conditioner unit may be installed on a secondary structure if appropriately obscured, as determined by the ACC, from the view of the street and adjacent Lots.

4.27 Swimming Pools. All swimming pools shall be constructed below ground. No above-ground swimming pools shall be allowed.

4.28 Propane, Natural Gas Tanks. All propane and natural gas tanks with a capacity of eighty (80) gallons or greater must be buried underground on the Lot.

4.29 Roof Shingles. Subject to this section, and approval by the ACC, Owners may install shingles that are designed to be wind and hail resistant, provide heating and cooling efficiencies greater and are more durable than those provided by customary composition shingles, and/or provide solar generation capabilities; however, when installed, they must resemble the shingles used or otherwise authorized for use on improvements on Lots in the

Subdivision, and match the aesthetics of the Subdivision.

4.30 Flags and Flagpoles. Subject to this section, and approval by the ACC, Owners may display a flag of the United States of America, the flag of the State of Texas, or an official or replica flag of any branch of the United States armed forces. The flag of the United States shall only be displayed in accordance with 4 U.S.C. Sections 5-10, which qualify the times and occasions for the flag's display, the position of the flag, and respect for it. The flag of the State of Texas shall only be displayed in accordance with Chapter 31 of the Texas Government Code. A flagpole attached to a dwelling or a freestanding pole is to be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling on the Lot. The display of the flag, and its location and construction of the supporting flagpole shall comply with appropriate ordinances, easements and setbacks of record, and a displayed flag and flagpole on which it is flown shall be maintained in good condition. Any deteriorated flag or structurally unsafe flagpole shall be repaired, replaced or removed. A flagpole attached to the dwelling on a Lot may not exceed six (6) feet in height. A freestanding flagpole shall not exceed twenty (20) feet in height, measured from the ground base to the top of the flagpole. Illumination of permitted flags must be sub-surface and not exceed 200 watts, and positioned in a manner not directed toward and adjacent Lot. A flag displayed on a freestanding flagpole shall not be more than ten (10) feet in height, and a flag displayed on a flagpole attached to a dwelling shall be no more than three (3) by five (5) feet. No more than one of each permitted flags may be displayed on a flagpole at any time. Owners may not install flagpoles or display flags in the Common Area without the express written consent of the Association.

4.31 Religious Item Displays. Subject to this section, and approval by the ACC, Owners may display or affix on the entry to the Owner's dwelling one or more religious items, the display of which is motivated by the Owner's or resident's sincere religious belief. No religious item may individually or in combination exceed twenty-five (25) square inches and shall not extend past the outer edge of the door frame of the dwelling. Notwithstanding the foregoing, the display or affixation of a religious item on an Owner's dwelling that threatens public health or safety, violates a law, or contains language, graphics, or any display that is patently offensive to a passerby is prohibited. This section does not authorize an Owner to use a material or color for an entry door or door frame, or make an alteration to the door or door frame of the Owner's dwelling that is not authorized by the ACC. The Association may remove an item displayed in violation of this section.

4.32 Solar Energy Devices. Subject to this section, and approval by the ACC within forty-five (45) days of submission of a plan to the ACC, Owners may install solar energy devices on the roof of the dwelling or other permitted improvement on a Lot, or in a fenced yard or patio not taller than the fence line. As used in Section 202.010 of the Texas Property Code, "solar energy device" has the meaning assigned by Section 171.107 of the Tax Code, which defines the term as "a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar generated power". The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power. A solar energy device is not permitted anywhere on a Lot except on the roof of the residential dwelling or other permitted structure on the Lot or in a fenced

yard or patio within the Lot. A solar energy device may not extend higher than the dwelling's or other permitted improvement's roofline, and shall conform to the slope of the roofline, shall have a frame, support bracket, or visible piping that is a silver, bronze, or black tone commonly available in the marketplace, and shall be located on a roof as designated by the ACC, unless an alternate location increases the estimated annual energy production of the device by more than ten percent (10%) above the energy production of the device if located in the area designated by the ACC. For determining estimated annual energy production, the parties shall use a publicly available modeling tool provided by the National Renewable Energy Laboratory. A solar energy device located in a fenced yard or patio shall not be taller than or extend above the fence enclosing the yard or patio. A solar energy device shall not be installed on a Lot in a manner that voids material warranties. A solar energy device that, as adjudicated by a court threatens the public health or safety, violates a law, or is located in the Common Area is prohibited. The ACC may not withhold approval if the guidelines of this section are met or exceeded, unless the ACC determines in writing that placement of the device as proposed constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The written approval of the proposed placement of the device by all Owners of property adjoining the Lot in question constitutes prima facie evidence that substantial interference does not exist. During the Development Period, Declarant may prohibit or restrict an Owner from installing a solar energy device.

4.33 Rain Barrels and Rain Harvesting Systems. Section 202.007 of the Texas Property Code prohibits the Association and ACC from enforcing a provision that prohibits or restricts an Owner from installing rain barrels or a rain harvesting system on the Owner's Lot. However, Section 202.007 of the Texas Property Code further provides that the Association is not required to permit a rain barrel or rainwater harvesting system to be installed on a Lot in particular circumstances or restricted from regulating rain barrels and rain harvesting devices in specified manners, as follows: No rain barrel or rainwater harvesting system shall be permitted in the Common Area or located on a Lot between the front of the dwelling and an adjoining or adjacent street, be of a color inconsistent with the color scheme of the Owner's dwelling, display any language or other content that is not typically displayed by a barrel or system as it is manufactured. The ACC shall regulate the size, type and shielding of, and the materials used in the construction of, a rain barrel, rainwater harvesting device, or other appurtenance that is located on the side of a dwelling or any other location that is visible from a street, another Lot, or the Common Area, if it does not prohibit the economic installation of the device or appurtenance on the Owner's Lot. There must be a reasonably sufficient area on a Lot to install these devices and appurtenances.

4.34 Political Signs. Owners may display on the Owner's Lot one or more signs advertising a political candidate or ballot item for an election on or after the ninetieth (90th) day before the date of the election to which the sign relates or ten (10) days after that election date. Signs shall be ground-mounted and display only one sign for each candidate or ballot item. Any sign that contains roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative components, is attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object, includes the painting of architectural surfaces, threatens the public health or safety, is larger than four (4) feet by six (6) feet, violates a law, contains language, graphics, or any display that would be offensive to the ordinary person, or is accompanied by music or other sounds

or by streamers or is otherwise distracting to motorists is prohibited. The Association may remove a sign displayed in violation of this section.

4.35 Laws and Ordinances. Owners, their lessees, guests, and invitees, shall comply with all laws, ordinances, and statutes applicable to their Lot and the Subdivision, and any violation may be considered a violation of this Declaration or other Dedicatory Instrument.

ARTICLE V

ARCHITECTURAL CONTROL

5.01 Basic Control. No building or other improvements of any character shall be erected or placed, or the erection or placing thereof commenced or changes made in the design or exterior appearance thereof (excluding, without limitation, painting staining or siding) or any addition or exterior alteration made thereto after original construction or demolition or destruction by voluntary action made thereto after original constructed, on any Lot in the Subdivision until the obtaining of the necessary approval (as hereinafter provided) from the Architectural Control Committee of the construction plans and specification for the construction or alteration of such improvements or demolition or destruction of existing improvements by voluntary action. Approval shall be granted or withheld based on matters of compliance with the provisions of this instrument. Each application made to the ACC shall be accompanied by two sets of plans and specifications for all proposed construction (initial or alteration) to be done on such Lot, including plot plans showing location on the Lot.

5.02 Architectural Control Committee. The authority to grant or withhold architectural control approval as referred to above is in the Architectural Control Committee composed of three (3) Members of the Association, who shall be appointed annually by the Board. The ACC shall have exclusive jurisdiction over all original construction on the Lots and over modifications, additions, or alterations made on or to the improvements on the Lots. During the Development Period, the ACC shall be appointed by Declarant.

5.03 Design Guidelines. The ACC may adopt such standards or guidelines ("Design Guidelines") as it determines for the construction or alteration of improvements on the Lots and for landscaping, and establish application and review procedures for submitted plans. The ACC shall make the Design Guidelines available to Owners and Contractors who seek to engage in construction upon a Lot and who shall conduct their operations strictly in accordance therewith. The ACC may establish and charge reasonable application fees for its review of plans.

5.04 Consulting Professionals. The ACC is authorized, but not obligated, to retain the services of consulting professionals such as building architects, landscape architects, urban designers, engineers, inspectors, and/or attorneys in order to advise and assist the ACC in performing its functions set forth herein. The costs of the services of such consultants shall be an Owner expense if required for services regarding plans submitted for the Owner's Lot, except to the extent such costs are covered by a plan review fee established by the ACC, if it elects to establish such a fee.

5.05 Effect of Approval. The granting of the approval shall constitute only an expression of opinion by the ACC that the terms and provisions hereof shall be complied with if the building and/or other improvements are erected in accordance with said plans and specifications and plot plan; and, such approval shall not constitute any nature of waiver or estoppel either as to the persons expressing such approval or any other person in the event that such building and/or improvements are not constructed in accordance with such plans and specifications and plot plan but, nevertheless, fail to comply with the provisions hereof. Further, no person exercising any prerogative of approval or disapproval shall incur any liability by reasons of the good faith exercise thereof.

5.06 Appointment of ACC; Authority of Association; Declarant as Member. During the Development Period, Declarant may appoint all members of the ACC and is entitled to remove and replace any of same, and in all other respects to exercise all rights and authority of the Association as set forth in this Declaration and other Dedicatory Instruments. Without limitation of the foregoing, the provisions of this Declaration or any other Dedicatory Instruments regarding qualifications for members of the ACC are hereby specifically declared inapplicable to Declarant during the Development and Declarant Control Periods.

5.07 ACC Approval not Required; Declarant's ACC Authority as to Initial Development of Lots. Declarant and any Contractor contracted by Declarant are not required to obtain ACC approval or otherwise comply with any provisions of this Article until completion of the initial sale of each Lot, and Declarant hereby reserves and retains full and exclusive authority of the ACC as to each Lot, until completion of the initial sale. The foregoing applies notwithstanding any other provisions of this Declaration or any other Dedicatory Instruments until completion of the initial sale of all Lots within the Subdivision. As to each Lot, "completion of the initial sale" occurs upon substantial completion of the construction of a single-family residence and related improvements upon the Lot and the sale of the Lot to a person other than Declarant or a builder for use and occupancy of the Lot for a single-family dwelling.

5.08 Variance. The ACC shall have the option, but not the obligation, to grant a variance to the Design Guidelines, at the sole discretion of the ACC; provided, however, variances must not be granted or withheld in an arbitrary or capricious manner.

ARTICLE VI

MAINTENANCE FUND

6.01 Maintenance Fund Obligation. Each Owner, by acceptance of a deed to a Lot, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association an annual Maintenance Charge, and any other assessments or charges hereby levied.

6.02 Maintenance Charge. The Maintenance Charge shall be used to create the Maintenance Fund, which shall be used as herein provided; and each such Maintenance Charge (except as otherwise hereinafter provided) shall be paid by the Owner of each Lot to the Association. The Maintenance Charge for the year of purchase shall be prorated at closing and then shall be paid annually, in advance, on or before the first day of the first month of each calendar year. Any Maintenance Charge not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) the rate of eighteen percent (18%) per annum or (ii) the

maximum rate permitted by law. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the hereinafter described lien against the Owner's Lot. No Owner may waive or otherwise escape liability for the Maintenance Charge by the non-use of any Common Areas or by the abandonment of his or her Lot. The initial amount of the Regular Assessment applicable to each Lot will be \$500.00 per year due in advance, payable on January 1st of each year. All other matters relating to the Maintenance Charge and the collection, expenditures and administration of the Maintenance Fund shall be determined by the Declarant or the Board of the Association, subject to the provisions hereof. The Association shall have the right at any time, to adjust the Regular Assessment from year to year as it deems proper to meet the reasonable operating expenses and reserve requirements of the Association in order for the Association to carry out its duties hereunder.

6.03 Special Assessment. In addition to the Regular Assessment, the Association may upon the affirmative vote of two-thirds (2/3) of the Members of the Association at a meeting duly called for such purpose levy a Special Assessment in any year for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of capital improvements upon the Common Area, including fixtures and personal property. Notwithstanding the foregoing, if an emergency exists such that the Board determines that the repair of a capital improvement upon the Common Area is necessary to eliminate or reduce the risk of injury to third parties and there is not enough money held by the Association, in reserve or otherwise, to repair the capital improvement to reduce or eliminate this risk, the Board may levy a Special Assessment in an amount sufficient to repair the capital improvement to reduce or eliminate such risk without the affirmative vote of two-thirds (2/3) of the Members of the Association.

6.04 Capital Budget and Contribution. The Board of Directors shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, sufficient to meet the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by annual assessments over the period of the budget. The capital contribution required shall be fixed by the Board and included within the budget and general assessment. A copy of the capital budget shall be distributed to each Member in the same manner as the operating budget.

6.05 Transfer and Other Fees. A transfer fee may be charged by the Association or its Managing Agent to reflect changes of ownership, tenancy or occupancy on the records of the Association. The right and authority to set the amount of and receive payment of charges for statements of Maintenance Charges, Regular Assessments, Special Assessments or other indebtedness, resale certificates, and similar responses and transfer fees as aforesaid is deemed to be assigned by virtue of contracting with a Managing Agent to provide the associated functions and services for so long as the applicable contract remains in effect, unless the applicable contract expressly provides otherwise.

6.06 Mailbox and Gate Fee. Each Owner shall pay a mailbox fee of Two Hundred Fifty Dollars (\$250.00) and a gate or toll tag fee of Fifty Dollars (\$50.00)

ARTICLE VII

COLLECTION OF MAINTENANCE CHARGES

7.01 Creation of Lien and Personal Obligation. In order to secure the payment of the Maintenance Charge, and other charges and assessments hereby levied, each Owner of a Lot in the Subdivision, by such party's acceptance of a deed thereto, hereby grants to the Association a contractual lien on such Lot, which may be foreclosed judicially or by "Expedited Foreclosure Proceedings," pursuant to the provisions of Section 209.0092 of the Act and Texas Rules of Civil Procedure Rules 735 and 736 (and any successor statutes); and each such Owner hereby expressly grants the Association a power of sale in connection therewith. Expedited Foreclosure Proceedings are not required under this section if the Owner of the Lot to be foreclosed agrees in writing to waive said Expedited Foreclosure Proceedings at the time the foreclosure is sought. A waiver under this section may not be required as a condition of the transfer of title to a Lot.

7.02 Prerequisites to Foreclosure. Prior to referring an Owner's account to a collection agent, the Association shall provide written notice, by certified mail, return receipt requested, that specifies each delinquent amount and the total amount of the payment required to make the account current, describes the options the Owner has to avoid the referral including payment plan options, and provides at least 30 days to cure the delinquency before further action is taken.

7.03 Collection Fees. Owners are not liable for costs that are dependent or contingent on amounts recovered, or under an agreement that does not require the Association to pay all fees for the action taken by the collection agent.

7.04 Contact. An agreement between the Association and a collection agent may not prohibit an Owner from contacting the Association's Board or Managing Agent regarding their delinquency.

7.05 Non-transferability of Lien. The Association shall not sell or transfer its interest in accounts receivable except for the purpose of collateral for a loan.

7.06 Alternative Payment Schedule. Pursuant to Section 209.062 of the Act, the Association hereby adopts reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments for delinquent regular or special assessments or any other amount owed without incurring additional penalties. The Association hereby adopts the following guidelines with regard to alternative payment schedules for delinquent assessments and other amounts owed by an Owner:

- (a) Term. The minimum term for a payment agreement shall be (3) three months and the maximum shall be (18) eighteen months from the date of the Owner's request for a payment plan. Subject to such minimum and maximum terms, the Association shall determine the appropriate term of the payment plan in its sole discretion.
- (b) Form. Any and all alternative payment agreements shall be in writing and signed by the Owner and a duly authorized member of the Board of the Association.
- (c) Additional Monetary Expense. So long as an Owner is not in default under the terms

of the payment agreement, the Owner shall not incur additional monetary expenses; however, the Owner shall be responsible for all interest accruing during the term of the payment plan as well as reasonable costs associated with administering the payment plan or interest.

- (d) Application of Payments. If at the time the Association receives a payment, the Owner is not in default under an alternative payment agreement, the Association shall apply the payment to the owner's debt in the following order of priority: (i) any delinquent assessment; (ii) any current assessment; (iii) any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure; (iv) any attorney's fees incurred by the Association that are not subject to subsection (iii); (v) any fines assessed by the Association; and (vi) any other amounts owed to the Association.
- (e) Default. If the Owner defaults under a payment plan agreement, the account may immediately be turned over to the Association's attorney for collection. The Association shall not be required to enter into an alternative payment agreement with an Owner who failed to honor the terms of a previous payment agreement during the two (2) years following the Owner's default under the previous alternative payment agreement. At the discretion of the Association, an Owner who failed to honor the terms of a previous payment agreement may be required to waive Expedited Foreclosure Proceedings under Section 209.0092 of the Act as a condition to an additional alternative payment agreement. If, at any time the Association receives a payment from an Owner who is in default of an alternative payment agreement, the Association is not required to apply the payment in the order of priority specified by Section 7.06(d), Subsections (i) through (v) above.

The Association may reduce or waive some or all of the charges addressed by this policy on an *ad hoc* basis without waiving the right to charge such fees on future requests.

7.07 Notice and Opportunity to Cure for Certain Other Lienholders. The Association may not foreclose its assessment lien by Expedited Foreclosure Proceedings or judicially unless it has: provided written notice by certified mail, return receipt requested, of the total amount of the delinquency to any other holder of a lien that is inferior or subordinate to the Association's lien and is evidenced by a deed of trust; and provided the recipient of the notice an opportunity to cure within sixty-one (61) days from the receipt of the notice.

7.08 Foreclosure Sale Prohibited in Certain Circumstances. The Association may not foreclose its assessment lien for debts consisting solely of fines or attorneys' fees associated with the fines assessed, or for copy charges under its Open Records Policy, pursuant to § 209.005 of the Act.

7.09 Assessment Lien Filing. In addition to the right of the Association to enforce the Maintenance Charge or other charge or assessment levied hereunder, the Association may file a claim of lien against the Lot of the delinquent Owner by recording a Notice of Lien setting forth (a) the amount of the claim of delinquency, (b) the interest thereon, (c) the costs of collection which have accrued thereon, (d) the legal description and street address of the Lot against which the lien is claimed and (e) the name of the Owner. The Notice of Lien shall be recorded in the Official

Public Records of Parker County, Texas, and is a legal instrument affecting title to a Lot, and shall be prepared by the Association's attorney. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien have been fully paid or satisfied, the Association shall execute and record a notice of satisfaction of the delinquent assessment upon payment by the Owner of a reasonable fee as fixed by the Board to cover the preparation and recordation of such instrument.

7.10 Attorney's Fees. All attorneys' fees, costs, and other amounts collected from an Owner shall be deposited into an account maintained at a financial institution in the name of the Association or its Managing Agent. Only Board members or the Association's Managing Agent or employees of its Managing Agent may be signatories on the account. On written request from the Owner, the Association shall provide copies of invoices for attorney's fees and other costs relating only to the matter for which the Association seeks reimbursement of fees and costs.

7.11 Notice After Foreclosure Sale. After the Association conducts a foreclosure sale of an Owner's Lot, the Association must send to the Owner and to each lienholder of record, not later than the thirtieth (30th) day after the date of the foreclosure sale, a written notice stating the date and time the sale occurred and informing the Lot Owner and each lienholder of record of the right of the Lot owner and lienholder to redeem the property. The notice must be sent by certified mail, return receipt requested, to the Lot Owner's last known mailing address, as reflected in the records of the Association, the address of each holder of a lien on the Lot subject to foreclosure evidenced by the most recent deed of trust filed of record in the real property records of the county in which the property is located, and the address of each transferee or assignee of a deed of trust who has provided notice to the Association of such assignment or transfer. Notice provided by a transferee or assignee to the Association shall be in writing, shall contain the mailing address of the transferee or assignee, and shall be mailed by certified mail, return receipt requested, or United States mail with signature confirmation to the Association according to the mailing address of the Association pursuant to the most recent Management Certificate filed of record. If a recorded instrument does not include an address for the lienholder, the Association does not have a duty to notify the lienholder as provided by this section. For purposes of this section, the Lot Owner is deemed to have given approval for the Association to notify the lienholder. Not later than the thirtieth (30th) day after the date the Association sends the notice, the Association must record an affidavit in the Real Property Records, stating the date on which the notice was sent and containing a legal description of the Lot. Any person is entitled to rely conclusively on the information contained in the recorded affidavit. The notice requirements of this section also apply to the sale of an Owner's Lot by a sheriff or constable conducted as provided by a judgment obtained by the Association.

7.12 Right of Redemption After Foreclosure. The Owner of a Lot in the Subdivision or a lienholder of record may redeem the property from any purchaser at a sale foreclosing a the Association's assessment lien not later than the one hundred eightieth (180th) day after the date the Association mails written notice of the sale to the Owner and the lienholder under Sections 209.010 and 209.011 of the Act. A lienholder of record may not redeem the Lot as provided herein before ninety (90) days after the date the Association mails written notice of the sale to the Lot Owner and the lienholder under the Act, and only if the Lot Owner has not previously redeemed. A person who purchases a Lot at a sale foreclosing the Association's assessment lien may not transfer ownership of the Lot to a person other than a redeeming Lot Owner during the redemption period.

7.13 Removal of Foreclosure Authority. The right to foreclose the lien on real property for unpaid amounts due to the Association may be removed by a vote of at least sixty-seven percent (67%) of the total votes allocated in the Association. Owners holding at least ten percent (10%) of all voting interests may petition the Association and require a special meeting to be called for the purposes of taking a vote for the purposes of this section. This section is required pursuant to §209.0093 of the Act, and should this provision be amended or repealed in any form, this section shall be deemed to be automatically amended or repealed in accordance therewith.

7.14 Right of Declarant to Set Rate. During the Development Period, Declarant is entitled to change the annual rate of a Regular or Special Assessment as set forth in this section without the joinder, vote, or consent of any Owner and without further formality than giving notice. Without limitation to the foregoing, the provisions regarding disapproval of an annual rate of Regular or Special Assessments is specifically declared inapplicable when the rate is set by Declarant under this section.

7.15 Payment of Assessments by Declarant during Development Period. Notwithstanding any provision herein to the contrary, so long as a Class "B" membership exists, Declarant shall not owe a Regular Assessment that Declarant would owe as an Owner pursuant to this Declaration as a Class "A" Member; and, as long as Declarant is a Class "B" Member, Declarant, or any assigns of Declarant, shall pay any deficiency in the operating budget, less capital contributions and reserves for the Common Expenses for the Subdivision, which deficiency shall be reimbursed to Declarant by the Association as funds become available.

7.16 Assessments for Contractors. From the date a Contractor acquires a Lot until the earlier of (a) the date a residence is constructed thereon and sold to another person or (b) the date which is eighteen (18) months thereafter, each Contractor shall pay fifty percent (50%) of the Assessments such Contractor would owe pursuant to this Declaration as a Class "A" Member.

ARTICLE VIII

DUTIES AND POWERS OF THE ASSOCIATION

8.01 General Duties and Powers of the Association. The Association has been formed to further the common interest of the Members. The Association, acting through the Board or through persons to whom the Board has delegated such powers (and subject to the provisions of the Bylaws), shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interest of the members, to maintain, improve and enhance the Common Areas as provided herein and to improve and enhance the attractiveness, desirability and safety of the Subdivision. The Association shall have the authority to act as the agent to enter into any and all contracts on behalf of the Members in order to carry out the duties, powers and obligations of the Association as set forth in this Declaration and other Dedicatory Instruments.

8.02 Duty to Manage and Care for the Common Area. The Association shall manage, operate, care for, maintain and repair the Common Area and keep the same in a safe, attractive and desirable condition for the use and enjoyment of the Members. The duty to operate, manage and maintain the Common Areas shall include, but not be limited to the management, maintenance,

repair and upkeep of the ponds within platted drainage easements, roadways and roadway easements, street lighting, entrance lighting, entrance gates, landscaping, water features, mailbox CBUs; any and all appurtenances not owned by an Owner.

8.03 Duty to Insure. The Association shall obtain such insurance as may be required by law, and as the Association shall deem necessary or desirable.

8.04 Duty to Prepare Annual Budget. The Association shall prepare annual budgets for the Association, which shall include a reserve fund for the maintenance of the Common Areas.

8.05 Duty to Levy and Collect the Maintenance Charge. The Association shall levy, collect and enforce the Maintenance Charge and other charges and assessments as elsewhere provided in this Declaration.

8.06 Duty to Provide Annual Review. The Association shall provide for an annual un-audited independent review of the accounts of the Association. Copies of the review shall be made available to any Member who requests a copy of the same upon payment by such Member of the reasonable cost of copying, pursuant to the Association's Open Records Policy, pursuant to § 209.005 of the Act.

8.07 Duties with Respect to Architectural Approvals. The Association shall perform functions to assist the Architectural Control Committee as elsewhere provided in this Declaration.

8.08 Duty to Prepare and Record Management Certificates. The Association shall record in the Official Public Records Parker County a Management Certificate, signed by an officer of the Association, or the Managing Agent stating the name of the Subdivision, the name of the Association, the recording data of the Subdivision, the recording data of this Declaration, the name and mailing address of the Association, the name and mailing address of the Association's Managing Agent or designated representative, and other information the Association considers appropriate. The Association shall record an amended Management Certificate not later than the thirtieth (30th) day after the Association has a change in any information required herein. The Association, and its officers, Board, employees, and agents are not subject to liability to any person for a delay in recording, or a failure to record the Management Certificate.

8.09 Power to Acquire Additional Property and Construct Improvements. The Association may acquire additional property (including leases) for the common benefit of Owners including improvements and personal property. The Association may construct improvements and may demolish existing improvements.

8.10 Power to Adopt Rules and Regulations. The Association may adopt, amend, repeal and enforce Rules and Regulations, and levy fines, as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration, the operation of the Association, the use and enjoyment of the Common Areas, and the use of any other property, facilities or improvements owned or operated by the Association.

ARTICLE IX

ENFORCEMENT

9.1 Power to Enforce Restrictions Contained in Association Dedicatory Instruments. The Association or their designated agent shall have the power to enforce the provisions of this Declaration, Bylaws, Design Guidelines and the Rules and Regulations and shall take such action as the Board of Directors deems necessary or desirable to cause such compliance by each Owner. Without limiting the generality of the foregoing, the Association shall have the power to enforce the provisions of the Dedicatory Instruments by any one or more of the following means: (a) by entry upon any Lot within the Subdivision, after notice and hearing (unless a bona fide emergency exists in which event this right of entry may be exercised without written or oral notice to the Owner in such manner as to avoid any unreasonable or unnecessary interference with the lawful possession, use or enjoyment of the improvements situated thereon by the Owner or any other person), without liability in trespass or otherwise by the Association to the Owner thereof, for the purpose of enforcement; (b) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach; (c) by exclusion, after notice and hearing, of any Owner from use of any recreational facilities within the Common Areas during and for up to sixty (60) days following any breach, unless the breach is a continuing breach in which case such suspension shall continue for so long as such breach continues; (d) by levying and collecting, after notice and hearing, reimbursement to the Association for the costs incurred by the Association (including, but not limited to pre-litigation attorney's fees) in connection with the remedy of such breach; (e) by levying and collecting, after notice and hearing, reasonable and uniformly applied fines and penalties established in advance in the Rules and Regulations of the Association, from any Member for breach of the Dedicatory Instruments; and/or (f) by taking action itself to cure or abate such violation and to charge the expenses thereof, if any, to such violating Owner, plus attorney's fees incurred by the Association with respect to exercising such remedy.

9.2 Duty to Provide Notice Before Enforcement Action. Before the Association may suspend an Owner's right to use the Common Area, file a suit against an Owner other than a suit to collect a Maintenance Charge, or a Regular or Special Assessment or foreclose under the Association's lien, charge an Owner for property damage, or levy a fine for a violation of the Declaration, Bylaws, Design Guidelines, or Rules and Regulations, the Association or its Managing Agent must give written notice to the Owner by certified mail, return receipt requested. The notice must describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the Association from the Owner and inform the Owner that the Owner is entitled to a reasonable period to cure the violation and avoid the fine or suspension (unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months), may request a hearing under Section 209.007 of the Act on or before the thirtieth (30th) day after the date the Owner receives the notice, and may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. Section 501 et seq.), if the Owner is serving on active military duty.

9.3 Hearing Before Board; Alternative Dispute Resolution. If the Owner is entitled to an opportunity to cure the violation, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before a committee appointed by the

Board or before the Board of Directors if a committee is not appointed. If a hearing is to be held before a committee, the notice prescribed by Section 209.006 of the Act must state that the Owner has the right to appeal the committee's decision to the Board by written notice. The Association shall hold a hearing under this section not later than the thirtieth (30th) day after the date the Board receives the Owner's request for a hearing and shall notify the Owner of the date, time, and place of the hearing not later than the tenth (10th) day before the date of the hearing. The Board or the owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. The Owner or the Association may make an audio recording of the meeting. The Association shall hold a hearing under this section not later than the thirtieth (30th) day after the date the Board receives the Owner's request for a hearing and shall notify the Owner of the date, time, and place of the hearing not later than the tenth (10th) day before the date of the hearing. The Board or the Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. The Owner or the Association may make an audio recording of the meeting and may use alternative dispute resolution services. The Owner's presence is not required to hold a hearing.

9.4 Attorney's Fees. The Association may collect reimbursement of reasonable attorney's fees and other reasonable costs incurred by the Association relating to collecting amounts, including damages, due the Association for enforcing restrictions contained in its Dedicatory Instruments only if the Owner is provided a written notice that attorney's fees and costs will be charged to the Owner if the delinquency or violation continues after a date certain. An Owner is not liable for attorney's fees incurred by the Association relating to a matter described by the notice under this section if the attorney's fees are incurred before the conclusion of the hearing; or, if the Owner does not request a hearing, before the date by which the Owner must request a hearing. All attorney's fees, costs, and other amounts collected from an Owner shall be deposited into an account maintained at a financial institution in the name of the Association or its Managing Agent. Only Board members or the Association's Managing Agent or employees of its Managing Agent may be signatories on the account. On written request from the Owner, the Association shall provide copies of invoices for attorney's fees and other costs relating only to the matter for which the Association seeks reimbursement of fees and costs.

ARTICLE X

SUBDIVISION INFORMATION

10.1 Delivery Of Subdivision Information To Owner. Not later than the tenth (10th) business day after the date a written request for Subdivision information is received from an Owner or the Owner's agent, a purchaser of a Lot or Lots in the Subdivision or the purchaser's agent, or a title insurance company or its agent acting on behalf of the Owner or purchaser, and the evidence of the requestor's authority to order a resale certificate is received and verified, the Association shall deliver to the Owner or the Owner's agent, the purchaser or the purchaser's agent, or the title insurance company or its agent a current copy of the Declaration, Bylaws and Rules of the Association and a resale certificate prepared not earlier than the sixtieth (60th) day before the date of delivery that complies with Texas Property Code § 207.003. For a request from a purchaser of

property in the Subdivision or the purchaser's agent, the Association may require the purchaser or purchaser's agent to provide to the Association, before the Association begins the process of preparing or delivers the items listed, reasonable evidence that the purchaser has a contractual or other right to acquire property in the Subdivision. A resale certificate must contain a statement of any right of first refusal, other than a right of first refusal that is prohibited by statute, and any other restraint contained in the Dedicatory Instruments that restricts the Owner's right to transfer the Owner's Lot, the frequency and amount of any Maintenance Charge and Regular Assessments, the amount and purpose of any Special Assessment that has been approved before and is due after the resale certificate is delivered, the total of all amounts due and unpaid to the Association that are attributable to the Owner's Lot, capital expenditures, if any, approved by the Association for the current fiscal year, the amount of reserves, if any, for capital expenditures, the Association's current operating budget and balance sheet, the total of any unsatisfied judgments against the Association, the style and cause number of any pending lawsuit in which the Association is a party, other than a lawsuit relating to unpaid *ad valorem* taxes of an individual member of the Association, a copy of a certificate of insurance showing the Association's property and liability insurance relating to the Common Areas and common facilities, a description of any conditions on the Owner's Lot that the Board has actual knowledge are in violation of the Declaration or Bylaws or Rules, a summary or copy of notices received by the Association from any governmental authority regarding health or housing code violations existing on the preparation date of the resale certificate relating to the Owner's Lot or any Common Areas, the amount of any administrative or transfer fee charged by the Association or its Managing Agent for a change of ownership of Lots in the Subdivision, the name, mailing address, and telephone number of the Association's Managing Agent, a statement indicating whether the restrictions allow foreclosure of the Association's lien on the Owner's Lot for failure to pay assessments, and a statement of all fees associated with the transfer of ownership, including a description of each fee, to whom each fee is paid, and the amount of each fee. The Association may charge a reasonable fee to assemble, copy, and deliver the information required by this section and may charge a reasonable fee to prepare and deliver an update of a resale certificate. The Association may require payment before beginning the process of providing a resale certificate but may not process a payment until the resale certificate is available for delivery. The Association may not charge a fee if the resale certificate is not provided in the time prescribed. The Association shall deliver the information required to the person specified in the written request. A written request that does not specify the name and location to which the information is to be sent is not effective. The Association may deliver the information required and any update to the resale certificate by mail, hand delivery, or alternative delivery means specified in the written request. Neither the Association nor its Managing Agent is required to inspect a Lot before issuing a resale certificate or an update. Not later than the seventh (7th) business day after the date a written request for an update of a resale certificate is received from an Owner, Owner's agent, or title insurance company, the Association shall deliver to the Owner, Owner's agent, or title insurance company or its agent an updated resale certificate that contains the following information: if a right of first refusal or other restraint on sale is contained in the Dedicatory Instruments, a statement of whether the Association waives the restraint on sale; the status of any unpaid Regular or Special Assessments, Maintenance Charges, dues, or other payments attributable to the Owner's Lot(s); and any changes to the information provided in the resale certificate issued previously. Requests for an updated resale certificate must be made within one hundred eighty (180) days of the date the original resale certificate was issued. The updated request may be made only by the party requesting the original resale certificate.

10.2 Online Subdivision Information Required. The Association shall make the Dedicatory Instruments relating to the Subdivision and filed in the county deed records available on its website if the Association has, or its Managing Agent on behalf of the Association maintains, a publicly accessible website.

ARTICLE XI

GENERAL PROVISIONS

11.01 Term. The provisions hereof shall run with all Lots within the Subdivision and shall be binding upon all Owners and all persons claiming under them for a period of twenty (20) years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive periods of ten (10) years each.

11.02 Amendment.

a. By Declarant. Declarant, during the Development and Declarant Control Periods, reserves the sole and exclusive right, without joinder or consent of any Owner, to (i) amend, restate, modify or repeal, this Declaration and other Dedicatory Instruments; (ii) amend, revise, modify, or vacate any Plat; and (iii) annex and subject any other property to the scheme of this Declaration, provided that any annexation is not inconsistent with the scheme of the Subdivision. This Declaration or other Dedicatory Instrument of the Subdivision may not be amended during the period of time between which Declarant loses the majority of voting rights and the time a new Board of Directors of the Association, consisting of Owner Members, assumes office.

b. By Owners. This Declaration may be amended or restated by the written agreement or by signed ballots voting for such of not less than sixty-seven percent (67%) of all of the Owners in the Subdivision. There shall be one (1) vote per Lot. Anyone owning more than one Lot shall have one vote for each Lot owned. Such amendment must be approved by said Owners within three hundred and sixty-five (365) days of the date the first Owner executes such amendment. Otherwise, such amendment shall fail. If the amendment is adopted it shall bind and affect the respective Lots whose Owners shall approve such amendment from the time after the date such amendment is approved by each Owner. The date an Owner's signature is acknowledged shall constitute *prima facie* evidence of the date of execution and adoption of said amendment by such Owner. Those Members entitled to cast not less than sixty-seven percent (67%) of all of the votes of the Association may also vote to amend this Declaration, in person, or by proxy, at a meeting of the Members duly called for such purpose, written notice of which shall be given to all Owners at least ten (10) days and not more than sixty (60) days in advance and shall set forth the purpose of such meeting. Any such amendment shall become effective when an instrument is filed for record in the Official Public Records Parker County, Texas, accompanied by a certificate, signed by a majority of the Board of Directors, stating that the required number of Members voted in favor of the instrument amending this Declaration or cast a written vote, in person or by proxy, in favor of said amendment at the meeting called for such purpose.

b. By the Association. The Board of Directors has the right in its sole judgment, from time to time, and at any time, to amend this Declaration without joinder of any Owner or Member for the following purposes:

(i) to resolve or clarify any ambiguity or conflicts herein, or to correct any inadvertent misstatements, errors, or omissions herein; or to conform this Declaration to the requirements of any lending institution; provided, the Board has no obligation whatsoever to amend this Declaration in accordance with any such lending institution requirements, and the Board may not so amend this Declaration if, in the sole opinion of the Board, any substantive and substantial rights of Owners would be adversely affected thereby; or

(ii) to conform this Declaration to the requirements of any governmental agency, including the Federal Home Loan Mortgage Corporation, Federal National Mortgage Agency, Veterans Administration, or Federal Housing Administration, and in this respect, the Board shall so amend this Declaration to the extent required by law upon receipt of written notice of such requirements and request for compliance; or

(iii) to amend the Rules and Regulations of the Association, if the Board deems appropriate to comply with the scheme of the Declaration and the Subdivision; or

(iv) to amend the alternative payment schedule for certain assessments, open records policy, records retention policy, and/or other policies to comply with the Act.

11.03 Severability. Each of the provisions of this Declaration shall be deemed independent and severable and the invalidity of unenforceability or partial invalidity or partial unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

11.04 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose and intent of this Declaration.

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

11.06 Effect of Violations on Mortgages. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgagee under any such mortgage, the holder of any such lien or beneficiary of any such deed of trust; and any such mortgage, lien or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

11.07 Terminology. All personal pronouns used in this Declaration and exhibits attached, if any, whether used in the masculine, feminine or neuter gender, shall include all other genders,

11.07 Terminology. All personal pronouns used in this Declaration and exhibits attached, if any, whether used in the masculine, feminine or neuter gender, shall include all other genders, the singular shall include the plural and vice versa. Titles of articles and sections are for convenience only and neither limit nor amplify the provisions of this Declaration itself.

11.08 Number and Gender. Pronouns, whenever used herein, and of whatever gender, shall include natural persons and corporations, entities and associations of every kind and character, and the singular shall include the plural, and vice versa, whenever and as often as may be appropriate.

11.09 No Representations or Warranties. No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by the Association or its agents or employees in connection with any portion of the Subdivision, or any improvement thereon, its or their physical condition, compliance with applicable laws, fitness for intended use, or in connection with the sale, operation, maintenance, cost of maintenance, taxes, or regulation thereof, unless and except as specifically shall be set forth in writing.

11.10 Captions. The titles, headings, captions, articles and section numbers used in this Declaration are intended solely for convenience of reference and shall not be considered in construing any of the provisions of this Declaration. Unless the context otherwise requires, references herein to articles and sections are to articles and sections of this Declaration.

11.11 Not a Condominium. This Declaration does not and is not intended to create a condominium within the meaning of the Texas Condominium Act.

11.12. Governing Law. This Declaration shall be construed and governed under the laws of the State of Texas.

After Recording Return to:
Chad Bushaw
P.O. Box 1118
Weatherford, TX 76086

[signature page follows]

IN WITNESS WHEREOF, Declarant and Owner execute this Declaration, effective on September 14, 2023

DECLARANT:



CHAD BUSHAW

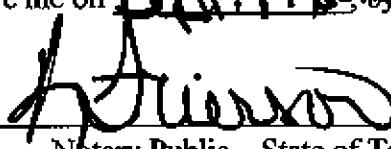
STATE OF TEXAS

§
§
§

COUNTY OF Power

ACKNOWLEDGMENT

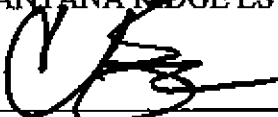
This instrument was acknowledged before me on Sept. 14, 2023 by Chad Bushaw.



Notary Public – State of Texas

OWNER:

SANTANA RIDGE ESTATES, LP



By Its General Partner, SRE GENERAL, LLC, by its Manager, Chad Bushaw

STATE OF TEXAS

§
§
§

COUNTY OF Power

ACKNOWLEDGMENT

This instrument was acknowledged before me on Sept 14, 2023 by Chad Bushaw, Manager, of SRE GENERAL, LLC, General Partner of SANTANA RIDGE ESTATES, LP, on behalf of said partnership.



Notary Public – State of Texas

EXHIBIT A
Santana Ridge Phase I

TRACT ONE:

205.745 ACRES OF LAND LOCATED IN THE SPRUCE M. WOOD SURVEY, ABSTRACT No. 1607, THE M.C. HEDRICK SURVEY, ABSTRACT No. 2677, AND THE J.M. RICHARDS SURVEY, ABSTRACT No. 2419. BEING DESCRIBED IN DOCUMENT No. 202130616 RECORDED IN THE OFFICIAL PUBLIC RECORDS OF PARKER, TEXAS. BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 3/8 INCH IRON ROD FOUND, SAID POINT ALSO BEING IN THE WEST LINE OF OLD DENNIS ROAD, AND BEING THE SOUTHEAST CORNER OF SAID CALLED 203.00 ACRES TRACT AND THE MOST EASTERLY NORTHEAST CORNER OF A CALLED 1275.582 ACRES TRACT DESCRIBED IN DOCUMENT No. 201322312 RECORDED IN SAID OFFICIAL PUBLIC RECORDS;

THENCE ALONG THE COMMON LINE OF SAID CALLED 1275.582 ACRES TRACT AND THE TRACT DESCRIBED HEREIN THE FOLLOWING COURSES AND DISTANCES:

- N 89°43'49" W - 2549.87 FEET TO A 3/8 INCH IRON ROD FOUND;
- N 00°10'09" E - 928.32 FEET TO A 3 INCH STEEL FENCE POST FOUND, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID CALLED 1.591 ACRES TRACT;
- S 89°58'09" W - 1286.64 FEET TO A 3 INCH STEEL FENCE POST FOUND;
- S 10°36'20" W - 16.35 FEET TO A 3 INCH STEEL FENCE POST FOUND;
- N 89°32'30" W - 1103.55 FEET TO A 3/8 INCH IRON ROD FOUND, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID CALLED 1.591 ACRES TRACT;

THENCE N 01°02'31" W - 1405.70 FEET TO A 3/8 INCH IRON ROD FOUND SAID POINT ALSO BEING AN ELL CORNER OF A CALLED 306.323 ACRES TRACT DESCRIBED IN VOLUME 2432, PAGE 1136 RECORDED IN SAID OFFICIAL PUBLIC RECORDS, AND BEING THE MOST WESTERLY NORTHWEST CORNER OF SAID CALLED 203.00 ACRES TRACT;

THENCE ALONG THE COMMON LINE OF SAID CALLED 306.323 ACRES TRACT AND SAID TRACT DESCRIBED HEREIN, S 89°50'19" E - 2683.32 FEET TO A 12 INCH IRON ROD FOUND WITH CAP MARKED "TEXAS SURVEYING INC";

THENCE CONTINUING ALONG THE COMMON LINE OF SAID CALLED 306.323 ACRES TRACT AND SAID TRACT DESCRIBED HEREIN, N 00°28'28" W - 750.04 FEET TO A 5/8 INCH IRON ROD FOUND SAID POINT ALSO BEING THE MOST WESTERLY SOUTHWEST CORNER OF A CALLED 151.914 ACRES TRACT DESCRIBED IN DOCUMENT No. 202027332 RECORDED IN SAID OFFICIAL PUBLIC RECORDS;

THENCE ALONG THE COMMON LINE OF SAID CALLED 151.914 ACRES TRACT AND SAID TRACT DESCRIBED HEREIN THE FOLLOWING COURSES AND DISTANCES:

- S 89°49'43" E - 675.01 FEET TO A 5/8 INCH IRON ROD FOUND;
- S 00°24'38" E - 752.13 FEET TO A 5/8 INCH IRON ROD FOUND;
- S 89°36'19" E - 773.55 FEET TO A 5/8 INCH IRON ROD FOUND;

· S 05°24'22" E - 1242.11 FEET TO A 5/8 INCH IRON ROD FOUND;
 · N 84°47'07" E - 924.37 FEET TO A 1/2 INCH IRON ROD SET WITH CAP MARKED "JRP 5959", SAID POINT ALSO BEING IN THE WEST LINE OF OLD DENNIS ROAD;

THENCE ALONG THE WEST LINE OF OLD DENNIS ROAD, S 09°50'48" W - 1185.76 FEET TO THE POINT OF BEGINNING AND CONTAINING 205.746 ACRES OF LAND.

TRACT TWO:

39.060 ACRES OF LAND LOCATED IN THE SAMUEL COIN SURVEY, ABSTRACT No. 231. BEING DESCRIBED IN DOCUMENT NO. 202117331 RECORDED IN THE OFFICIAL PUBLIC RECORDS OF PARKER, TEXAS. BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 3/8 INCH IRON ROD FOUND, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID CALLED 15.27 ACRES TRACT AND AN ELL CORNER OF A CALLED 15.27 ACRES TRACT DESCRIBED IN DOCUMENT No. 202027332 RECORDED IN SAID OFFICIAL PUBLIC RECORDS;

THENCE ALONG THE COMMON LINE OF SAID CALLED 151.914 ACRES TRACT AND THE TRACT DESCRIBED HEREIN, N 05°23'16" W - 1642.68 FEET TO A 1/2 INCH IRON ROD FOUND WITH CAP MARKED "PRICE SURVEYING", SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID CALLED 19.877 ACRES TRACT AND THE SOUTHWEST CORNER OF A CALLED 3.183 ACRES TRACT DESCRIBED IN VOLUME 2743, PAGE 1818 RECORDED IN SAID OFFICIAL PUBLIC RECORDS;

THENCE ALONG THE COMMON LINE OF SAID CALLED 3.183 ACRES TRACT AND SAID TRACT DESCRIBED HEREIN, N 84°21'53" E - 791.43 FEET TO A 5 INCH STEEL FENCE POST FOUND, SAID POINT ALSO BEING IN THE WEST LINE OF THE REMAINDER OF A CALLED 160 ACRES TRACT DESCRIBED IN VOLUME 434, PAGE 261 RECORDED IN THE DEED RECORDS OF PARKER COUNTY, TEXAS, AND BEING THE NORTHEAST CORNER OF SAID CALLED 19.877 ACRES TRACT;

THENCE S 22°06'04" E - 1699.32 FEET TO A 5 INCH STEEL FENCE POST FOUND, SAID POINT ALSO BEING IN THE NORTH LINE OF OLD DENNIS ROAD, AND BEING THE SOUTHWEST CORNER OF A CALLED 3.00 ACRES TRACT DESCRIBED IN DOCUMENT No. 201410940 RECORDED IN SAID OFFICIAL PUBLIC RECORDS, AND THE SOUTHEAST CORNER OF SAID CALLED 19.877 ACRES TRACT;

THENCE ALONG THE NORTH LINE OF OLD DENNIS ROAD, S 84°36'32" W - 386.10 FEET TO A 3/8 INCH SPIKE FOUND, SAID POINT ALSO BEING AN ELL CORNER OF SAID CALLED 15.27 ACRES TRACT;

THENCE ALONG THE WEST LINE OF OLD DENNIS ROAD, S 09°06'38" W - 20.33 FEET TO A 1/2 INCH IRON ROD SET WITH CAP MARKED "JRP 5959", SAID POINT ALSO BEING THE MOST EASTERLY SOUTHEAST CORNER OF SAID CALLED 151.914 ACRES TRACT, AND THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID CALLED 15.27 ACRES TRACT;

THENCE ALONG THE COMMON LINE OF SAID CALLED 151.914 ACRES TRACT AND SAID TRACT DESCRIBED HEREIN, S 84°41'10" W - 888.93 FEET TO THE POINT OF BEGINNING AND CONTAINING 39.060 ACRES OF LAND.

EXHIBIT B

Santana Ridge Phase II

127.274 ACRES OF LAND LOCATED IN THE SPRUCE M. WOOD SURVEY, ABSTRACT NO. 1607, AND THE HUDSON WESTBROOK SURVEY, ABSTRACT NO. 2474. BEING A PORTION OF THE LANDS DESCRIBED IN DOCUMENT NO. 202308915 AND RECORDED IN THE OFFICIAL PUBLIC RECORDS OF PARKER, TEXAS. BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: BEGINNING AT A FOUND 3/8" IRON ROD AT AN INTERIOR ELL CORNER OF SANTANA RIDGE ESTATES, ACCORDING TO THE PLAT AS RECORDED IN INSTRUMENT NO. 202206090, PLAT RECORDS, PARKER COUNTY, FOR THE SOUTHEAST AND BEGINNING CORNER OF THE HEREIN DESCRIBED TRACT OF LAND.

THENCE N 89°50'19" W 2683.32 FEET ALONG THE NORTH LINE OF BLOCK C OF SAID SANTANA RIDGE ESTATES TO A FOUND 3/8" IRON ROD AT THE NORTHWEST CORNER OF LOT 1, BLOCK C SANTANA RIDGE ESTATES FOR A CORNER OF THE HEREIN DESCRIBED TRACT OF LAND.

THENCE S 01°02'31" E 69.11 FEET TO A FOUND 3/8" IRON ROD IN THE WEST LINE OF SAID SANTANA RIDGE ESTATES FOR A CORNER OF THE HEREIN DESCRIBED TRACT OF LAND.

THENCE ALONG THE SOUTH LINE OF SAID "TRACT 3" RECORDED IN DOCUMENT NO. 202300192, OFFICIAL PUBLIC RECORDS, PARKER COUNTY, TEXAS AND THE NORTHEAST LINE OF A CALLED 34.024 ACRES TRACT OF LAND AS RECORDED IN VOLUME 2522, PAGE 938, OFFICIAL PUBLIC RECORDS, PARKER COUNTY, TEXAS THE FOLLOWING COURSES AND DISTANCES:

N 89°43'34" W 842.07 FEET TO A FOUND 3/8" IRON ROD FOR A CORNER OF THE HEREIN DESCRIBED TRACT OF LAND.

N 44°09'37" W 183.82 FEET TO A FOUND 3/8" IRON ROD FOR A CORNER OF THE HEREIN DESCRIBED TRACT OF LAND.

N 29°38'10" W 226.24 FEET TO A FOUND 3/8" IRON ROD FOR A CORNER OF THE HEREIN DESCRIBED TRACT OF LAND.

N 00°07'50" E 661.27 FEET TO A FOUND CONCRETE MONUMENT IN THE SOUTHEAST LINE OF DENNIS ROAD (A PAVED SURFACE) FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND.

THENCE ALONG THE SOUTHEAST LINE OF SAID DENNIS ROAD (A PAVED SURFACE) THE FOLLOWING COURSES AND DISTANCES:

N 33°36'14" E 484.51 FEET TO A FOUND CONCRETE MONUMENT FOR A CORNER OF THE HEREIN DESCRIBED TRACT OF LAND.

N 33°25'39" E 364.80 FEET TO A POINT FOR A CORNER OF THE HEREIN DESCRIBED TRACT OF LAND.

THENCE S 56°34'21" E 273.70 FEET TO A POINT FOR A CORNER OF THE HEREIN DESCRIBED TRACT OF LAND.

THENCE N 33°25'39" E 338.83 FEET TO A POINT FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND.

THENCE S 57°47'02" E 207.51 FEET TO A POINT FOR A CORNER OF THE HEREIN DESCRIBED TRACT OF LAND.

THENCE S 79°12'21" E 182.54 FEET TO A POINT FOR A CORNER OF THE HEREIN DESCRIBED TRACT OF LAND.

THENCE S 89°12'39" E 1174.62 FEET TO A POINT FOR A CORNER OF THE HEREIN DESCRIBED TRACT OF LAND.

THENCE S 48°46'42" E 411.98 FEET TO A POINT FOR A CORNER OF THE HEREIN DESCRIBED TRACT OF LAND.

THENCE S 35°00'00" E 207.46 FEET TO A POINT FOR A CORNER OF THE HEREIN DESCRIBED TRACT OF LAND.

THENCE N 69°01'41" E 461.82 FEET TO A POINT FOR A CORNER OF THE HEREIN DESCRIBED TRACT OF LAND.

THENCE S 74°03'34" E 498.55 FEET TO A POINT IN THE WEST LINE OF A TRACT OF LAND AS RECORDED IN VOLUME 693, PAGE 580, DEED RECORDS, PARKER COUNTY, TEXAS FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND.

THENCE S 00°24'03" E 448.20 FEET TO A POINT IN THE NORTH LINE OF SAID SANTANA RIDGE ESTATES FOR A CORNER OF THE HEREIN DESCRIBED TRACT OF LAND.

THENCE N 89°49'43" W 1.00 FOOT TO A FOUND 5/8" IRON ROD AT THE NORTHWEST CORNER OF LOT 13, BLOCK C, SAID SANTANA RIDGE ESTATES FOR A CORNER OF THE HEREIN DESCRIBED TRACT OF LAND.

THENCE S 00°28'28" E 750.04 FEET TO THE POINT OF BEGINNING.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Lila Deakle

202324234
09/14/2023 02:02:53 PM
Fee: \$150.00
Lila Deakle, County Clerk
Parker County, Texas
RESTRICT