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201 W Bridge Street
PO BOX 339
Granbury, Texas 76048
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Document Number: 2021-0002607 -
Filed and Recorded - Real Records

RESTRICTIONS

Grantor: BLUE BRANCH RANCH PROPERTY OA INC

Pages: 82

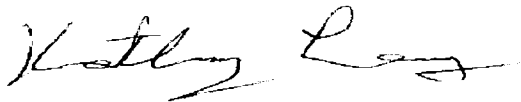
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Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

I hereby certify that this instrument was filed and duly recorded in the Official Records of Hood County, Texas



Katie Lang
County Clerk
Hood County, Texas



Return To:

STONEWALL TITLE COMPANY
1840 ACTON HWY
GRANBURY, TX 76049



**REVISED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS,
CHARGES AND LIENS**

This REVISED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS for Blue Branch Ranch is made on this day by the Blue Branch Ranch Property Owners Association, Inc., a Texas non-profit corporation (hereinafter called "the Association") and affirmed and approved in its entirety by the following Affected Lot Owners who constitute a sufficient number of Affected Lot Owners to satisfy the statutory and original declaration requirements necessary to amend the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Blue Branch Ranch as originally filed in Volume 1688, Page 203, Real Property Records of Hood County, Texas:

- William L. & Kathy D. Castleberry – Affected **Lot 20**
- Steve & Julie Chernenko – Affected **Lot 37, 38, 37R**
- William F. & Lisa Cody – Affected **Lot 29**
- Danny & Jodi Creager – Affected **Lot 2**
- Jeryl P. & Amy L. Dowell – Affected **Lot 49**
- KBF Revocable Trust, Michael Farrell & Ilse Farrell, Trustees – Affected **Lot 36**
- Thomas W. & Rodda Jeanne Ferguson – Affected **Lot 58**
- Garland Warren & Evelyn Ferguson – Affected **Lot 45**
- Robert W. & Sandra G. Gaylord – Affected **Lot 18**
- Bruce K. & Marlyn Graham – Affected **Lot 7**
- Gary R. & Cynthia M. Greenwood – Affected **Lot 21, 22**
- James E. & Glenda G. Harrell – Affected **Lot 25**
- James Franklin Henderson, III & Vicki S. Henderson – Affected **Lot 73**
- Mark & Cindy Jackson – Affected **Lot 35**
- John G. & Janice K. Knox – Affected **Lot 9**
- James & Chris Kucholtz – Affected **Lot 28**
- Frank and Colleen Lima Family Trust, Frank Joseph, Jr. Lima & Colleen Shawn Lima, Trustees – Affected **Lot 56**
- Randy S. Lofland – Affected **Lot 1**
- James D. & Janet Logsdon – Affected **Lot 68, 69, 70, 71**
- McClelland Revocable Living Trust, Lonnie McClelland & Kim McClelland, Co-Trustees – Affected **Lot 48**
- Kevin J. & Charlette E. Miller – Affected **Lot 42**
- Morse Revocable Trust, Cynthia E. Morse, Trustee – Affected **Lot 55**
- Brian R. & Treva N. Muirhead – Affected **Lot 52**
- Chad & Carey Norton – Affected **Lot 17**
- Timmy W. & Stephanie B. Novak – Affected **Lot 54**
- Katrina Nicole Bennett – Affected **Lot 44**
- Everett Q. Prewitt – Affected **Lot 64**
- Gilbert S. & Rebecca E. Rollings – Affected **Lot 27**
- David W. Rush, Sr. & Angela Rush – Affected **Lot 39**

- Theodore Joseph Scharfen – Affected **Lot 65**
- Lewis M. & Donna L. Smith – Affected **Lot 30**
- Fred D. Stobaugh – Affected **Lot 61**
- Rachel Leigh Sanders, a single person – Affected **Lot (3, 4) 3R**
- Donald Dale Wallace – Affected **Lot 50**
- Margaret Zoller – Affected **Lot 47**

RECITALS

WHEREAS, the Original Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Blue Branch Ranch dated April 14, 2000 was recorded in Volume 1688, Page 203, Real Property Records of Hood County, Texas.

WHEREAS, the Board of Directors of Blue Branch Ranch Property Owners Association, Inc. is of the opinion that the original Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Blue Branch Ranch does not provide sufficient provisions and requirements to protect the owners' rights and investments in their Lots.

WHEREAS, the Board of Directors and members of Blue Branch Ranch Property Owners Association, Inc. desire to revise and restate the Original Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Blue Branch Ranch so as to have a more contemporary, comprehensive, effective and flexible framework for operating the Association and managing the Lots and common areas within the Blue Branch Ranch subdivision.

WHEREAS, this Revised and Restated Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Blue Branch Ranch has been approved by a vote of at least fifty-one percent (51%) of the total vote allocated to the property owners entitled to vote, and by the Board of Directors, as provided in the Original Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Blue Branch Ranch as evidenced by the signature and certification of the president of the Association set forth below.

NOW, THEREFORE, the owners of Lots in the Blue Branch Ranch subdivision do hereby revise and restate the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens previously filed; and all property in the subdivision as described in **Exhibit "A"** attached hereto and made a part hereof for all purposes, is subjected to, governed by, restricted, used and occupied in accordance with the Revised and Restated Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens set forth in this instrument, which shall run with the land. **When recorded in the Official Public Records of Real Property Records of Hood County, Texas, this instrument replaces and supersedes all previously recorded Declarations applicable to the subdivision.**

ARTICLE 1

DECLARATION AND PURPOSE

1.1 Declaration. Blue Branch Ranch shall be owned, held, transferred, sold, conveyed, mortgaged, occupied, and enjoyed subject to the Covenants, Conditions, Restrictions, Easements, Charges and Liens set out herein, and the subdivision shall be subject to the jurisdiction and Assessments of the Association.

1.2 Purpose. This Declaration is made for the following reasons: to ensure the best and highest use and most appropriate development of the subdivision; to protect owners against improper use of surrounding Lots; to preserve so far as practicable the natural beauty of the subdivision; to guard against the erection of poorly designed or proportioned structures of improper or unsuitable materials; to encourage and secure the erection of attractive improvements on each Lot with appropriate locations; to secure and maintain proper setbacks from streets and adequate free space; and, in general, to provide for development of the highest quality to enhance the value of investment made by owners of Lots.

1.3 Association. It is deemed desirable for the enforcement of the "Declaration" (as defined below) to create an "Association" (as defined below) to which will be delegated and assigned the power of administering and maintaining the Common Area in the Subdivision and of administering the enforcement of the Assessments, conditions, covenants, easements, reservations and restrictions, and liens, including levying, collecting, and disbursing the Assessments.

There has been or will be incorporated, one or more nonprofit corporations created under the laws of the State of Texas, including the first being Blue Branch Ranch Property Owners Association, Inc., whose directors will establish the Bylaws by which the Association will be governed through its Board of Directors, for the purpose of exercising the functions mentioned in this Declaration. No more than one such nonprofit corporation will be in existence at any one time.

ARTICLE 2

DEFINITIONS

The following words, when used in this Declaration shall have the following meanings:

"Annual Assessment" shall mean the assessment payable by all Owners calculated upon the projected expenses of the Association for the upcoming year.

"Applicable Law" shall mean the statutes and public laws and ordinances in effect at the time a provision of the documents is applied and pertaining to the subject matter of any provision in any document. Statutes and ordinances specifically referenced in the documents are "Applicable Law" on the date of the document, and are not intended to apply to the property or to the subdivision if they cease to be applicable by operation of law, or if they are replaced or superseded by one or more other statutes or ordinances.

“Architectural Review Committee” (sometimes referred to herein as the “ARC”) shall mean and refer to the entity having jurisdiction over all aspects of construction within the subdivision.

“Articles” shall mean and refer to the Articles of Incorporation (and amendments thereto and restatements thereof) of the Association on file in the Office of the Secretary of State of the State of Texas, Austin, Texas.

“Assessable Property” shall mean and refer to each and every Lot, parcel and tract within the entire Properties which: (i) the Declarant has subjected to and imposed upon a set of restrictive covenants calling for the payment of an Annual Assessment to the Association; (ii) may have been or will be given a separately identifiable tax or parcel number by the Central Appraisal District (“CAD”) of the county or a similar governmental agency; (iii) is not designated an “open space” or otherwise a portion of the Common Properties. The Declarant proposes to cause each residential Lot within the Properties to constitute an Assessable Property.

“Association” shall mean and refer to the BLUE BRANCH RANCH Homeowners Association, Inc., a non-profit Texas corporation which has the power, duty and responsibility of maintaining and administering certain portions of the Properties and all of the Common Properties, administering and enforcing the Covenants and otherwise maintaining and enhancing the quality of life within BLUE BRANCH RANCH.

“Board” shall mean and refer to the Board of Directors of the Association.

“Bylaws” shall mean and refer to the Bylaws of the Association, as adapted and amended from time to time in accordance with the provisions of the Texas Non-Profit Corporation Act and this Declaration.

“Central Appraisal District” (“CAD”) shall mean and refer to the governmental and/or quasi-governmental agency(ies) (including without limitation the Central Appraisal District of Hood County, Texas) established in accordance with Texas Property Tax Code Section 6.01 et seq. (and its successor and assigns as such law may be amended from time to time) or other similar statute which has, as one of its purposes and functions, the establishment of an assessed valuation and/or fair market value for various Lots, parcels, and tracts of land in Hood County, Texas.

“Common Properties” shall mean and refer to any and all areas of land within or adjacent to the Properties which are known described or designated as Common Properties, private roads, lakes, pavilions and gate apparatus together with any and all improvements that are now or that may hereinafter be constructed thereon.

“County” means Hood County, Texas, the county in which all of the subdivision is located.

“Covenants” shall mean and refer to all covenants, conditions, restrictions, easements, charges and liens set forth within this Declaration.

“Declarant” shall mean and refer to J H BLUE BRANCH RANCH, L.P. and assign(s) of J H BLUE BRANCH RANCH, L.P. However, no person or entity merely purchasing one or more Lots from J H BLUE BRANCH RANCH, L.P. in the ordinary course of business shall be considered a “Declarant”.

“Declaration” shall mean and refer to this particular instrument entitled “Revised and Restated Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens on and for BLUE BRANCH RANCH”, together with any and all amendments or supplements hereto.

“Deed” shall mean and refer to any deed, assignment, testamentary bequest, muniment of title or other instrument or intestate inheritance and succession, conveying or transferring fee simple title or a leasehold interest or another legally recognized estate in a Lot.

“Dwelling Unit” shall mean a detached single-family residential building constructed and having accommodations for and occupied by not more than one single family (as hereinafter defined).

“Easement Area” shall mean and refer to those areas which may be covered by an easement reserved or described in this declaration or shown on the subdivision plat.

“Fiscal Year” shall mean each twelve (12) month period commencing on January 1 and ending on the following December 31, unless the Board shall otherwise select an alternative twelve-month period.

“Governing Documents” shall mean, singly or collectively, the plat, this Declaration, Articles of Incorporation, Bylaws, and Rules and Regulations of the Association, and any other documents affecting the Blue Branch Ranch Subdivision as any of them may be amended from time to time.

“Government Requirements” shall mean all applicable federal, state, county or local laws, ordinances, and regulations.

“Height” shall mean the measurement from the average established grade at the street line abutting the Lot or, if higher, from the highest natural ground level of the two points where the front setback line (as hereinafter defined) intersects the side lines of the Lot, to the highest point of the improvement being measured.

“Homebuilder” shall mean and refer to each entity and/or individual which: (i) is regularly engaged in the ordinary business of constructing residential dwellings on subdivision Lots for sale to third-party homeowners as their intended primary residence; and (ii) has entered into a contract with the Declarant to purchase one or more Lots.

“Improvement” shall mean any physical change to raw land or to an existing structure which alters the physical appearance, characteristics or properties of the land or structure, including but not limited to adding or removing square footage area space to or from a structure,

painting or repainting a structure, or in any way altering the size, shape or physical appearance of any land or structure.

“Institutional Mortgage” shall mean and refer to any bona-fide mortgage, lien or security interest held by a bank, trust company, insurance company, savings and loan association or other recognized lending institution, or by an institutional or governmental purchaser of mortgage loans in the secondary market, such as Federal National Mortgage Association, Federal Home Loan Mortgage Corporation or their successors, or guaranteed or subsidized by the FHA and/or VA.

“Lot” shall mean and refer to each separately identifiable portion of the Assessable Property which is platted, filed and recorded in the office of the County Clerk of Hood County, Texas and which is assessed by any one or more of the Taxing Authorities and which is not intended to be an “open space” or a portion of the Common Properties. Any two (2) or more contiguous Lots which are platted into a new, single Lot shall be treated as a single Lot for all purposes herein. As a defined term, “Lot” does not refer to common areas, unless they are platted and numbered as a Lot in accordance with Article V Section 8. Where the context indicates or requires, “Lot” includes all improvements thereon and any portion of a right-of-way that customarily is used exclusively by and in connection with the Lot.

“Majority” shall mean more than half. A reference to “a Majority of Owners” in any document or applicable law means “Owners of at least a Majority of the Lots,” unless a different meaning is specified. A reference to a “2/3rds Majority of Owners” in any document or Applicable Law means “owners of at least a two-thirds (2/3) Majority of the Lots,” unless a different meaning is specified.

“Member” shall mean a Member of the Association, each Member being an owner of a Lot, unless the context indicates that Member means a Member of the Board or a Member of a committee of the Association. In the context of votes and decision-making, each Lot has only one membership, although it may be shared by co-owners of a Lot.

“Owner” shall mean and refer to the holder(s) of record title to the fee simple interest of any Lot whether or not such holder(s) actually reside(s) on any part of the Lot.

“CCR Lien” shall mean and refer to the lien described within Article VII hereinbelow.

“Plat” shall mean the Blue Branch Ranch subdivision final Plat and all Plat amendments, singly and collectively, recorded in the Real Property Records of Hood County, Texas, and pertaining to the real property described in Exhibit “A” of these protective Covenants, including all dedications, limitations, restrictions, protective covenants, easements, conditions, liens, notes, and reservations shown on the Plat, as it may be amended from time to time. The Plat of the Blue Branch Ranch Subdivision includes single family residential Lots of the final Plat.

“Private Street” shall mean those certain Private Streets situated within the subdivision.

“Property” shall mean all the land subject to this Declaration and all Improvements, easements, rights, and appurtenances to the land. The name of the property is Blue Branch Ranch.

The property is located on land described in Exhibit "A" attached to this Declaration and includes every Lot and any Common Area thereon the Plat.

"Rear Line" shall mean that boundary line of a Lot which is opposite the street line.

"Rear Yard" shall mean and refer to a space extending across the rear of a Lot from one side line to the other side line and being the horizontal distance between the Rear Line and the Dwelling or any projection thereof other than the projection of the usual steps and eave overhangs.

"Resident" shall mean and refer to:

- (a) each owner of the fee simple title to any Lot within the Properties;
- (b) each person residing on any part of the Assessable Property who is a bona-fide lessee pursuant to a legally cognizable lease agreement with an Owner; and
- (c) each individual lawfully domiciled in a Dwelling Unit other than an Owner or bona-fide lessee.

"Rules" shall mean Rules and regulations, and any policies of the Association adopted in accordance with the documents or Applicable Law. The initial Rules may be adopted by Declarant for the benefit of the Association.

"Short Term Rental" shall mean the renting or leasing of a Lot and Improvements thereon for a period of less than thirty (30) calendar days.

"Side Line" shall mean any boundary line of a Lot which is not a street line or a Rear Line.

"Special Assessments" shall mean a special group assessment for capital Improvements or unusual or emergency repairs.

"Street" shall mean the interior roadway in Blue Branch Ranch.

"Street Line" shall mean the boundary line of a Lot which is also the boundary line of a Street.

"Structure" shall mean and refer to: (i) any thing or device, other than trees, shrubbery (less than two feet high if in the form of a hedge) and landscaping (the placement of which upon any Lot shall not adversely affect the appearance of such Lot) including but not limited to any building, garage, porch, shed, greenhouse or bathhouse, cabana, coop or cage, covered or uncovered patio, swimming pool, play apparatus, clothesline, fence, curbing, paving, wall or hedge more than two feet in height, signboard or other temporary or permanent living quarters or any temporary or permanent improvement to any Lot; (ii) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot; and (iii) any enclosure or receptacle for the concealment, collection and/or disposition of refuse; (iv) any change in the grade of any Lot of more than three (3) inches from that existing at the time of initial approval by the Architectural Review Committee.

“Subdivision” shall mean and refer to BLUE BRANCH RANCH, a subdivision of certain land as described within the map and plat thereof filed of record in the Plat Records of Hood County, Texas, as well as any and all revisions, modifications, corrections or clarifications thereto and according to the legal description as more fully described in Exhibit “A” attached hereto.

“Taxing Authorities” shall mean and refer to Hood County, the Granbury Independent School District and the State of Texas and any and all other governmental entities or agencies which have, or may in the future have, the power and authority to impose and collect ad valorem taxes on real property estate, in accordance with the Texas Constitution and applicable statutes and codes.

“Trustee” shall mean and refer to that certain individual(s) or entity(ies) designated or appointed from time to time and at any time by the Association to perform the duties and responsibilities described in Article VII below, and its successors and assigns.

“Verified Mail” shall mean any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier.

ARTICLE III.

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The residential Lots which are, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration within the BLUE BRANCH RANCH are more particularly described within the map and plat thereof filed of record in the Plat Records of Hood County, Texas, as well as any and all revisions, modifications, corrections or clarifications thereto.

Section 2. Additions to Existing Property. Additional land(s) may become subject to this Declaration, or the general scheme envisioned by this Declaration, as follows:

(a) In the event any person or entity desires to add or annex additional Assessable Property and/or Common Property to the scheme of this Declaration, such annexation proposal must have the express approval of the Board.

(b) Any additions made pursuant to this Article 3, when made, shall automatically extend the jurisdiction, functions, duties and membership of the Association to the properties added and correspondingly subject the properties added to the covenants of the enabling declaration. Upon any merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law or by lawful articles or agreement of merger, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law or by lawful articles or agreement of merger, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated

association may administer the Covenants established by this Declaration, together with the covenants and restrictions established upon any other properties, as one scheme.

ARTICLE IV.

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. The Owner of each Lot, during the period of his ownership, shall automatically be a Member. The Association shall have only one (1) class of membership.

Section 2. Voting. Members shall be entitled to one (1) vote for each Lot owned. When more than one person holds such ownership, all such persons shall be Members, and the vote for such Lot shall be exercised as they may among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot. Owners of two or more contiguous Lots shall continue to have one (1) vote for each Lot and shall continue to pay Assessments for each Lot unless and until the Owners shall plat the contiguous Lots into a new, single Lot at which time they shall treat the new Lot as a single Lot for the purposes of voting and paying Assessments. There shall be no composite Lots for the purpose of Assessments or voting. The Board may make such rules and regulations, consistent with the terms of this Declaration and the Bylaws, as it deems advisable, for: any meeting of Members; proof of membership in the Association; evidence of right to vote; the appointment and duties of examiners and inspectors of votes; the procedures for actual voting in person or by proxy; registration of Members for voting purposes; and such other matters concerning the conduct of meetings and voting as the Board shall deem fit.

Section 3. Board of Directors. The affairs of the Association shall be managed initially by a board of five (5) individual Directors, all of whom shall be elected by the Members. However, the board of directors may be reduced in size, down to a board of no less than three (3) individual Directors, provided the board is unable to find enough qualified individuals willing to serve.

The Directors need not be Members of the Association. A person may not serve as a Director if the person cohabits at the same primary residence with another Director of the Association. Additionally, a person may not serve as a Director and shall be considered automatically removed from the Board of Directors and prohibited from future service on the Board of Directors if the Board is presented with written, documented evidence from a database or other record maintained by a governmental law enforcement authority that a board member was convicted of a felony or crime involving moral turpitude not more than 20 years before the date the Board is presented with the evidence. Directors shall be elected for two-year terms of office and shall serve until their respective successors are elected and qualified. Any vacancy which occurs in the Board, by reason of death, resignation, removal, or otherwise, may be filled at any meeting of the Board by the affirmative vote of a majority of the remaining Directors. Any Director elected to fill a vacancy shall serve as such until the expiration of the term of the Director whose position he or she was elected to fill.

Unless otherwise prohibited by the Bylaws, the Board shall be entitled to have one or more private workshop meetings and to have one or more public meetings per Fiscal Year. The Board, no later than 30 days prior to the annual meeting of the Members, shall distribute to the Members (by whatever means the Board may deem reasonable and economical) a certification of the Directors to be elected by the Members. The actual election of the directors shall take place in accordance with the Bylaws or, to the extent not inconsistent with the Bylaws, the directives of the then-existing Board.

The duly elected President of the Board shall have the responsibility of verifying that the Association shall have, at a minimum, the following insurance policies each year: Liability insurance, D&O insurance, and any necessary riders. The President shall execute a sworn attestation in the first quarter of each year, in which all insurance coverage for the year is listed. Failure of the President to execute this sworn attestation shall result in his immediate removal from the Board of Directors and he shall be ineligible to serve for the remainder of said year. Upon the Presidents removal, the Board shall appoint a replacement Director to serve for the remainder of the President's term and appoint a new President in accordance with these Declarations, the Association's Bylaws, and all applicable Texas law.

Section 4. Notice and Voting Procedures. Quorum, notice, and voting requirements of and pertaining to the Association may be set forth within the Articles and Bylaws, as either or both may be amended from time to time and shall be in accordance with permitted Texas law.

ARTICLE V.

RIGHTS OF ENJOYMENT IN THE COMMON PROPERTIES

Section 1. Easement. Subject to the provisions of this Article, each and every Owner shall have a non-exclusive right and easement of ingress and egress, use and enjoyment in and to all Common Properties, subject to the easement rights of Johnny Hopper and Jo Ann Hopper, their heirs, administrators, executors, assigns, agents and employees described in Article XII, Section 3, and such easement shall be appurtenant to and shall pass with every Lot, provided the conveyance and transfer is accomplished in accordance with this Declaration. An Owner may not transfer the right and easement except as part of the conveyance of a Lot. No grant of access is made by the Declarant over and across ranch roads contained within the Subdivision. Access to Lots and Common Properties are only granted over the roads as shown on the Subdivision plat.

Section 2. Maintenance Fees. The Association shall have the right to charge reasonable admission and other fees for the use of any facility now or hereafter situated or constructed or situated upon the Common Areas and to impose reasonable limits on the number of guests who may use the facilities.

Section 3. Suspension of Rights. The Association shall have the right to suspend an Owner's right to use the Common Areas and any facility located within the Common Areas for any period during which any Assessment of the Association against that Owner's Lot remains unpaid, and for infractions by an Owner of the Covenants and/or the Association's Rules and

Regulations for the duration of the infraction. Continued use of a Common Area by an Owner with suspended Common Area rights may result in additional fines, as laid out in the Association's Rules and Regulations, or any other remedy available at law to which the Association chooses to avail itself.

Section 4. Granting Easements. The Association shall have the right to grant easements in and to the Common Areas to any public agency, authority, or utility for any purpose as benefit all or any portion of the Subdivision or any Lot or Lots.

Section 5. Borrow Money. The Association shall have the right to borrow money for the purpose of improving the Common Areas, for acquiring additional Common Areas, or for constructing, repairing or improving any facilities located or to be located on the Common Areas, and to give as security for the payment of any loan a mortgage conveying all or any portion of the Common Areas, provided two-thirds (2/3) of the Members present at a meeting called for that purpose shall approve. The lien and encumbrance of any mortgage given by the Association shall be subject and subordinate to any and all rights, interest, options, easements, and privileges reserved or established in this Declaration for the benefit of Declarant or any Owner, or the holder of any mortgage (irrespective of when executed) given by Declarant or any Owner encumbering any Lot or other property located within the Subdivision.

Section 6. Improvements and Maintenance. The Board of Directors may, by a simple majority vote by the individuals comprising the Board of Directors, approve the repair, maintenance, construction or placement of improvements on Common Area property if the cost of such improvements is less than \$30,000.00. If the cost of the improvements totals \$30,000.00 or more, then a simple majority of those members present at a meeting called for that purpose shall be required to vote in favor of the approval of such action.

Section 7. Transfer. The Association shall have the right to dedicate or transfer all or any portion of the Common Areas to public agency, authority, or utility for any purposes and subject to any conditions as may be agreed to by the Members of the Association. No dedication or transfer shall be effective unless an instrument agreeing to the dedication or transfer has been approved by more than one-half (1/2) of the votes of the Members.

Section 8. Platting & Selling. The Association shall have the right to Plat and Sell any Common Lot provided a majority of the Board of Directors and two-thirds (2/3) of the Members present at a meeting called for that purpose shall approve. Prior to the initial sale of any new Lot created under this Section, the Association shall be responsible for the upkeep and maintenance of the Lot and no assessments shall be made or charged against the Lot. Upon the Association's initial sale of the new Lot, the Lot shall be considered a Lot, as defined in Article II, and the Owner and all subsequent owners shall receive the full rights granted to any other Owner of a Lot under these Covenants. The funds generated from such a sale shall be placed in the General Fund of the Association.

Section 9. Rules. The Association shall have the right to prescribe Rules and Regulations for the use of the Common Areas (e.g. speed limits on the roads, limitations on parking on or in the roads, use of lake and pavilion facilities, restrictions and prohibitions against off road

and all-terrain vehicles) and expand, amend or otherwise modify those Rules and Regulations from time to time. Additionally, the Association may charge reasonable expense reimbursements and/or deposits related to the use, operation, and maintenance of the Common Properties. Each Owner, by acceptance of a deed to any Lot, acknowledges and agrees that the use and enjoyment and marketability of the Owner's Lot may be affected by this provision and that the Rules and Regulations may change from time to time. The Rules and Regulations may include a "fines" system through which the Association may levy and collect fines from Members for violations of applicable Rules and Regulations, so long as appropriate notice is provided to the Member as required under the Texas Property Code. The Board shall have the authority to enforce the Rules and Regulations by all appropriate means. A Member found to have violated the Rules and Regulations shall be liable to the Association for all damages and costs, including reasonable attorney's fees, resulting from the violation of the Rules and Regulations by that Member or any Resident of a Lot owned by that Member.

Section 10. Damage. Each Member shall be liable to the Association for any damage to any portion of the Common Areas caused by a Member or the Member's family, guests, invitees, or lessees. No Member shall permit anything to be done on or in the Common Areas which would violate any Governmental Requirement, or which would result in the cancellation of or the increase of premiums for any insurance carried by the Association.

Section 11. Private Roads. The entry gatehouse and roads within BLUE BRANCH RANCH are "private" and are a portion of the Common Properties which are subject to the jurisdiction and administration by the Association. In addition to the other provisions appearing within this Article, the Board of Directors of the Association is specifically authorized to recommend, adopt, implement and enforce rules, regulations, mechanisms and procedures governing use of the entry gate and roads covering items such as (but not necessarily limited to):

- (a) identification and entry programs for Owners, Residents and Members, their respective immediate families, their guests and vehicles owned or driven by any of them;
- (b) speed limits, designated parking areas, restricted parking areas and no-parking areas;
- (c) signs and graphics to provide announcements to unauthorized personnel concerning potential criminal trespass matters;
- (d) a "fines" system through which the Association can levy and collect fines from its Members for violations of the applicable rules and regulations; and
- (e) disclaimers of liability for any and all matters or occurrences on or related to the Common Properties.

ARTICLE VI.

COVENANTS FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned by it within the Subdivision, hereby covenants and agrees, and each subsequent owner of any Lot, by acceptance of a Deed therefor, whether or not it shall be so expressed in any such Deed or other conveyance, shall be deemed to covenant and agree (and such covenant and agreement shall be deemed to constitute a portion of the purchase money and consideration for acquisition of the Lot so as to have affected the purchase price) to pay to the Association (or to an independent entity or agency which may be designated by the Association to receive such monies):

(a) regular Annual Assessments;

(b) special group assessments for capital improvements or unusual or emergency matters, such assessments to be fixed, established and collected from time to time as hereinafter provided;

(c) special individual assessments levied against individual Owners to reimburse the Association for extra or unusual costs incurred for items such as (but not limited to): maintenance and repairs to portions of the Properties caused by the willful or negligent acts of the individual owner, Member or Resident; the remedy, cure or minimizing of problems caused by, or as a result of, violations of these Covenants by an Owner, Member or Resident; and

(d) individual assessments and fines levied against an individual Owner, Member or Resident for violations of rules and regulations pertaining to the Association and/or the Common Properties.

The regular, special group, special individual and individual assessments, together with such late charges, interest and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made and shall also be the continuing personal obligation of the then-existing Owner, Member and Resident of such Lot at the time when the assessment fell due. Each Owner of each Lot shall be directly liable and responsible to the Association for the acts, conduct and omission of each and every Member and Resident associated with the Dwelling Unit(s) on such Owner's Lot.

Section 2. Purposes of Assessments. The assessments levied by the Association shall be used for the purposes of promoting the comfort, health, recreation, safety, convenience, welfare and quality of life of the Residents of the Properties and in supplementing some services and facilities normally provided by or associated with governmental or quasi-governmental entities, and otherwise for the improvement and maintenance of private roads, gates, gate apparatus, fences, bar ditches, drainage systems, signage, lighting, landscaping, lake, pavilions, dock(s) and water lines including, but not limited to or for the payment of taxes on the Common Properties and insurance in connection with the Common Properties; the payment for utilities and the repair, replacement and additions of various items within the Common Properties; paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and

management and supervision of, the Common Properties; and carrying out the duties of the Board of Directors of the Association as set forth in Articles V and IX herein; carrying out the other various matters set forth or envisioned herein or in any Amended Declaration related hereto. The items and areas described above are not intended to be exhaustive but merely illustrative.

Section 3. Basis and Amount of Annual Assessments. Until and unless otherwise determined by the Board of Directors of the Association, the maximum initial regular base assessment shall be Six Hundred and 00/100 Dollars (\$600.00) per Lot per year. The Association's Board of Directors may fix the actual regular base assessment at an amount equal to or less than the maximum regular base assessment.

The Board of Directors may be permitted to increase the maximum Annual Assessment without a vote of the Members, but such an adjustment shall not increase the assessment by more than twenty-five percent (25%) of the previous year's Annual Assessment. The annual maximum assessment may not be otherwise increased without the consent of at least two-thirds of the Members at a meeting called for that purpose with at least 60 percent of the Members (or their proxies) present after adequate notice. If 60 percent do not attend, a second meeting may be called with the same notice and the quorum may be reduced to 30 percent.

The Board shall not increase the Annual Assessment except pursuant to this Section and shall not take formal action on or impose a cost of living increase in the Annual Assessment more than once in any Fiscal Year. Any such cost of living increase in the Annual Assessment shall thereafter remain in effect indefinitely; and any increase shall not be deemed to limit the Board's authority to increase the annual assessment in succeeding Fiscal Years provided, however, that any further increases are made in accordance with this Section. Each and every meeting of the Board in which final action on an Annual Assessment or special group assessment is taken shall be open to the Owners.

Section 4. Special Group Assessments. In addition to the regular Annual Assessment authorized by Section 3 hereof, the Association may levy in any Fiscal Year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement upon the Common Properties, including any necessary fixtures and personal property related thereto or for any unusual or emergency purpose(s) (including without limitation those matters arising out of litigation and/or judgments); provided that any such assessment shall have the affirmative approval of at least 51 percent of the Members.

Additionally, the Association may levy in any Fiscal Year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any road maintenance, construction, or improvements provided that any such assessment shall have the affirmative approval of at least 75 percent of the Board.

Section 5. Member Assessments. In addition to the Annual Assessments and Special Group Assessments, the Association, by vote of the Board, may impose a Member Assessment upon any Owner for the purpose of reimbursing the Association for all direct and indirect costs incurred by the Association (including, without limitation, attorney's fees) with regard to any

violation of a Covenant by the Owner, any family member of the Owner, or any Resident of a Lot owned by the Owner. Each Owner who has violated the Covenants shall be notified in writing of the violation and shall be afforded a reasonable period of time, not to exceed ten (10) days, to cure the violation, if said violation is curable, before a Member Assessment is assessed.

Section 6. Date of Commencement of Assessments; Due Dates. The Annual Assessment shall be due and payable in full in advance on the first day of each Fiscal Year and shall, if not paid within thirty (30) consecutive calendar days thereafter, automatically become delinquent. The Board shall use reasonable efforts to provide each Owner with an invoice statement of the appropriate amount due, but any failure to provide such a notice shall not relieve any Owner of the obligation established by the preceding sentence. The Board may further prescribe: (a) procedures for collecting advance regular Annual Assessments from new Owners, Members or Residents out of "closing transactions"; and (b) different procedures for collecting assessments from Owners who have had a recent history of being untimely in the payment(s) of assessments. The due date of any Special Assessment under the provisions hereof shall be fixed in the resolution authorizing such Assessment. The Special Assessments are due and payable on the date fixed in the resolution authorizing the Special Assessment. Member Assessments are due and payable within thirty (30) days after the Owner was served with notice by the Association of the amount of such Member Assessment.

Section 7. Budget. Each year the Board of Directors of the Association shall adopt an annual budget and set the amount of the Annual Assessment, taking into consideration the Association's prior operating and maintenance costs as well as the expected operating, maintenance, and project costs for the current year, including expected increases or decreases in such costs over the next year, and future needs of the Association. The annual budget shall be adopted by the Board at least thirty (30) days prior to the commencement of each fiscal year.

Section 8. Interest; Late Charge; Costs of Collection. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate to be determined, from time to time, by the Board, not to exceed the maximum permitted by law. If the Board shall refuse or fail to determine rate of interest, the rate of interest shall be eighteen percent (18%) per annum. If applicable state law provides or requires an alternate ceiling, that ceiling shall be the indicated rate ceiling. The Board may also establish from time to time late charges payable for any Assessment not paid within five (5) days after the date due in an amount as determined by the Board to defray some of the expenses of the Association resulting from the delinquent Assessment. In addition to any other charge for delinquent Assessments provided in this Declaration, each Owner shall be obligated to pay to the Association all actual costs of collection incurred by the Association, including attorney's fees and costs of court, all of which are part of the Assessments secured by the liens in favor of the Association. Nothing in this Declaration is intended or shall be construed to allow for the contracting, charging or collection of interest at a rate in excess of the highest rate permitted by Applicable Law.

Section 9. Application of Payments. All payments received by the Association from an Owner shall be applied to the Owner's debt in the following order of priority:

1. Any delinquent assessments;
2. Any current assessments;
3. 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;
4. Any attorney's fees incurred by the Association that are not subject to item 3;
5. Any fines assessed by the Association; and
6. Any other amount owed to the Association.

Notwithstanding the above priority order, if at the time the Association receives a payment from an Owner, the Owner is in default under a payment plan entered into with the Association, the Association is not required to apply the payment in the order of priority specified above. However, in applying the payment, the Association may not prioritize any fines assessed against the Owner over any other amount owed to the Association.

Section 10. Certificate Regarding Assessments. The Board shall, upon reasonable demand, furnish to any Owner of a Lot a certificate in writing signed by an authorized officer of the Association setting forth the amount of any Assessments due and payable relating to the Lot(s) owed by the Owner. The certificates shall be conclusive evidence of payment of any Assessment stated to have been paid. A reasonable charge may be made by the Board for the issuance of a certificate.

Section 11. Transfer Fee. The Board may at any time implement a reasonable transfer fee, to be paid whenever a Lot is sold by an Owner. Any such transfer fee shall be deemed an Assessment governed by the terms of this Declaration. The transfer fee shall be payable to the Association at the time of the closing of the transaction.

ARTICLE VII.

ENFORCEMENT AND LIENS

Section 1. Remedies and Lien for Assessments. A lien is hereby reserved against each Lot in favor of the Association to secure the payment of all Assessments and the performance of all obligations, charges, and other monetary amounts owed by the Owner of the Lot. Each Owner, by the acceptance of a deed to a Lot expressly grants to and vests in the Trustee for the benefit of the Association, a lien with power of sale upon the Lot(s) owned by the Owner to secure payment of all Assessments attributable to the Lot(s) and the performance of all Covenants by the Owner. The Association and its agents shall also have the right and power to bring all actions against the Owner personally for the collection of the Assessments as a debt and to enforce the CCR Lien by all methods available for the enforcement of contractual liens, including non-judicial or judicial foreclosure by an action brought in the name of the Association, and grants to the Association the power of sale in connection with the CCR Lien. The Board of Directors shall have the right to remove any Trustee serving from time to time with or without cause and to appoint a substitute or successor Trustee. The Board of Directors shall have the right to appoint agents, to mail and file the notices required by Texas Property Code Section 51.002, to conduct the sale, and to otherwise comply with the statute. The CCR Lien provided for in this section is a contractual lien with power of sale to the Trustee for the benefit of the Association to secure the payment of the Assessments

and the performance of the other Covenants. No Owner may waive or otherwise escape liability for the Assessments provided for in this Declaration by nonuse of the Common Areas or abandonment of the Owner's Lot.

Section 2. Notices. Notice of the CCR Lien may be given, but is not required, by the recordation in the Real Property Records of Hood County, of an Affidavit of Delinquent and Notice of Assessment Lien, duly executed by the Trustee or an officer, agent or attorney of the Association, setting forth the amount owed, the name of the last known Owner or Owners of record of the Lot, and the legal description of the Lot. The Association shall have the right (but not the obligation) without notice to any Owner to provide notice of any default in the payment of an Assessment or the performance of any Covenant to any holder of a lien upon a Lot.

Section 3. Foreclosure of CCR Lien. Foreclosure of a CCR Lien in favor of the Association may be conducted by judicial means or as a non-judicial sale by the Trustee of real property subject to a contractual lien in the manner required by Applicable Law. At any foreclosure, judicial or non-judicial, the Association shall be entitled to bid up to the amount of the sum secured by its CCR Lien, together with costs and attorney's fees, and to apply as a cash credit against its bid all sums due to the Association covered by the CCR Lien foreclosed. From and after any such foreclosure the Residents of such Lot shall be required to pay a reasonable rent for the use of such Dwelling and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure sale shall be entitled to appoint a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of such Dwelling by forcible detainer or by writ of possession.

Section 4. Subordination of CCR Lien. Except as provided below, the CCR Lien securing payment of the Assessments and performance of the Covenants provided for in this Declaration shall be superior to any and all other Assessments, liens or encumbrances arising after the effective date of this Declaration. The CCR Liens reserved and created in this Declaration shall be subordinate to the lien of any bonafide mortgage or mortgages now or hereafter placed upon the Lots subject to Assessment and the liens for taxes or other public charges which are superior by Applicable Law. The subordination of the CCR Liens reserved in this Declaration shall apply only to the Assessments which have become due and payable prior to the sale or transfer of such Lot pursuant to a decree of foreclosure, non-judicial foreclosure, or conveyance in lieu of foreclosure or in satisfaction of mortgage debt. The sale or transfer shall not relieve the then Owner of the Lot from liability for any Assessments thereafter becoming due nor from the CCR Lien of any subsequent Assessment.

Section 5. Actions and Injunctions. If the Owner or Resident of any Lot, or the Owner's or Resident's heirs, executors, administrators, successors or assigns, shall violate or attempt to violate any of the Covenants set forth in this Declaration, it shall be lawful for the Association or any Owner subject to this Declaration, to prosecute any proceedings against the person or persons violating or attempting to violate any Covenants. The failure of any Owner or Resident to comply with any Covenant will result in irreparable damage to the Association and other Owners of Lots in the Subdivision; thus the breach of any provision of this Declaration may not only give rise to an action for damages at law, but also may be enjoined or may be subject to an action for specific performance in equity in any court of competent jurisdiction. In the event an action is instituted to

enforce the terms of this Declaration or prohibit violations of the Covenants, and the party bringing the action prevails, then in addition to any other remedy provided in this Declaration or provided by law, that party shall be entitled to recover court costs and reasonable attorney's fees. Neither the ARC, the Association, nor Declarant shall be charged with any affirmative duty to police, control or enforce the terms of this Declaration.

Section 6. Cure by Association. By accepting a deed to a Lot, each Owner agrees that the Association shall have the right to enter upon any Lot on which a violation of a Governmental Requirement or Covenant exists for the purpose of curing any violation, provided that (except in cases of emergency) the Owner has been given five (5) days prior written notice and has failed to remedy the complained of violation within that time. Each Owner shall indemnify and hold harmless the Association from all cost and expense of that curative action and any cost or expense of penalty or fine levied by any governmental authority as a result of the act or failure to act of the Owner with respect to the Owner's Lot or the Subdivision. This remedy shall be cumulative of all other remedies for violations of provisions of these Covenants.

Section 7. Exempt Property. The following property otherwise subject to this Declaration shall be exempted from any assessments, charge and lien created herein:

- (a) All properties dedicated to and accepted by a local public or governmental authority;
- (b) Common Properties; and
- (c) Exempt Property.

ARTICLE VIII.

GENERAL POWERS AND DUTIES OF THE BOARD OF DIRECTORS OF THE ASSOCIATION

Section 1. Maintenance Fund. The Board, for the benefit of the Association, the Properties and the Owners and the Members and Residents, shall establish and maintain a maintenance fund into which shall be deposited the Assessments collected from Owners and provided for in Article VI above, and such maintenance funds shall be used, without limitation, for the payment of the following:

- (a) Care, preservation, maintenance, taxes, Assessments, and other liens and encumbrances which shall properly be assessed or charged against the Common Properties (including without limitation the property maintenance of the private roads) and the furnishing and upkeep of any desired personal property for use in or on the Common Properties;
- (b) Supplementing (to the extent, if any, deemed necessary, appropriate and affordable by the Board) the police, fire, ambulance, garbage and trash collection and similar services within the Properties traditionally provided by local governmental agencies;

(c) Taxes, insurance and utilities (including, without limitation, electricity, gas, water, sewer and telephone charges) which pertain to the Common Properties;

(d) The services of any person or firm to manage the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager of the Association. The Board is specifically authorized to hire and employ one or more managers, secretarial, clerical, staff and support employees. The Board is specifically authorized to engage personnel (such as ad valorem tax consultants and computer operators) and equipment for the administration of the collection of assessments described within the preceding Article VI;

(e) Legal and accounting services and all costs and expenses reasonably incurred by the Architectural Review Committee;

(f) A policy or policies of insurance insuring the Common Properties, the Association, its directors, and officers against any liability to the public or to the Owners (and/or invitees or tenants) incident to the operation of the Association in any amount or amounts as determined by the Board of Directors;

(g) Workers compensation insurance to the extent necessary to comply with any Applicable Laws;

(h) Such fidelity bonds as may be required by the Bylaws or as the Board of Directors may determine to be advisable;

(i) Perpetual maintenance and enhancement of all Common Properties including walls, gates, grounds, landscaping, lights, irrigation and electric right-of-way and all entry monuments, walls and signs owned or maintained by the Association; and

(j) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structure alterations, taxes or assessments which the Board is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.

Section 2. Powers and Duties of Board. The Board, for the benefit of the Owners, shall have the following general powers and duties, in addition to the specific powers and duties provided for in this Declaration and in the Bylaws of the Association:

(1) To execute all declarations of ownership for tax assessment purposes with regard to any of the Common Properties owned by the Association;

(2) To enter into agreements or contracts with insurance companies, Taxing Authorities, the holders of first mortgage liens on the individual Lots and utility companies with respect to: (i) any taxes on the Common Properties; (ii) monthly escrow and impound

payments by a mortgagee regarding the assessment, collection and disbursement process envisioned by Article VI hereinabove; (iii) utility installation, consumption and service matters; and (iv) the escrow or impounding of monies sufficient to timely pay the Annual Assessment applicable to any Lot;

(3) To borrow funds to pay costs of operation, secured by such assets of the Association as deemed appropriate by the lender and the Association, including the assignment or pledge of rights against delinquent Owners if the Board sees fit;

(4) To enter into contracts, maintain one or more bank accounts and, generally, to have all the powers necessary or incidental to the operation and management of the Association;

(5) To protect or defend the Common Properties from loss or damage by suit or otherwise, to sue or defend in any court on behalf of the Association and to provide adequate reserves for repairs and maintenance;

(6) To make reasonable rules and regulations for the operation of the Common Properties and to amend them from time to time;

(7) To prepare an annual operating budget and to make available for review by each Owner at the Association offices within ninety (90) days after the end of each Fiscal Year an annual report and to make all books and records of the Association available for inspection by Owners at reasonable times and intervals;

(8) Pursuant to Article VIII herein, to adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property; and if proceeds are insufficient to repair damage or replace lost property, to assess the Owners in proportionate amounts to cover the deficiency;

(9) To enforce the provisions of any Rules made under this Declaration and to enjoin and seek damages from any Owner for violation of such provisions or Rules;

(10) To collect all Assessments and enforce all penalties for non-payment including the filing of lien affidavits and institution of legal proceedings; and

(11) To establish a monetary "fines" system which may include component steps such as warning citations, ticketing, due process hearings and appeals, and a flat rate or discretionary range or geometric progression of fine amounts, which, when levied, shall constitute a permitted Member Assessment secured by the CCR Lien established in this Declaration.

Section 3. Maintenance Contracts. The Board, on behalf of the Association, shall have the exclusive right to contract for all goods, services, and insurance payment of which is to be made from the maintenance fund and the exclusive right and obligation to perform the functions of the Board except as otherwise provided in this Declaration. The Board, on behalf of the Association, shall have the full power and authority to contract with any Owner, Member Resident,

or entity for the performance by the Association of services which the Board is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interests of the Association.

Section 4. Liability Limitations. Neither any Resident nor the directors and officers and managers of the Association shall be personally liable for debts contracted for or otherwise incurred by the Association or for any torts committed by or on behalf of the Association or for a tort of another Resident, whether such other Resident was acting on behalf of the Association or otherwise. Neither the Declarant, the Association, its directors, officers, managers, agents or employees shall be liable for any actual, incidental or consequential damages for failure to inspect any premises, improvements or portion thereof or for failure to repair or maintain the same. The Declarant, the Association or any other person, firm or corporation liable to make such repairs or maintenance shall not be liable for any personal injury or other actual, incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, improvements or portion thereof.

Section 5. Reserve Funds. The Board may establish reserve funds which may be maintained and/or accounted for separately from other funds maintained for annual operating expenses and may establish separate, irrevocable trust accounts or any other recognized bookkeeping or tax procedures in order to better demonstrate that the amounts deposited therein are capital contributions and not net or taxable income to the Association.

ARTICLE IX.

INSURANCE; REPAIR; GATE FACILITIES

Section 1. Right to Purchase Insurance. The Association shall have the right and option to purchase, carry and maintain in force insurance covering any or all portions of the Common Properties, any improvements thereon or appurtenant thereto, for the interest of the Association, its Board of Directors, officers, managers, agents and employees, and of all Members of the Association, in such amounts and with such endorsements and coverage as shall be deemed appropriate by the Board. Such insurance may include, but need not be limited to:

(a) Insurance against loss or damage by fire and hazards covered by a standard extended coverage endorsement in an amount which shall be equal to the maximum insurable replacement value, excluding foundation and excavation costs;

(b) Comprehensive public liability and property damage insurance on a broad form basis, including coverage of personal liability (if any) of the Board, Owners, Residents and Members with respect to the Common Properties;

(c) Fidelity bonds for all officers and employees of the Association having control over the receipt or disbursement of funds; and

(d) Liability insurance regarding the errors and omissions of directors, officers, managers, employees and representatives of the Association.

Section 2. Insurance and Condemnation Proceeds. The Association shall be the exclusive representative of the Members in any proceedings, negotiations, settlements or agreements concerning insurance or condemnation. The Association and the Members may use the net insurance or condemnation proceeds to repair and replace any damage or destruction of property, real or personal, covered by such insurance or condemnation. Any balance from the proceeds of insurance or condemnation paid to the Association, remaining after satisfactory completion of repair and replacement or after the Board has elected to waive the repair, restoration or replacement, shall be retained by the Association as part of a general reserve fund for repair and replacement of the Common Properties.

Section 3. Insufficient Proceeds. If the insurance or condemnation proceeds are insufficient to repair or replace any loss or damage, the Association may levy a special group assessment as provided for in Article VI of this Declaration to cover the deficiency liability, claims, causes of action or damages of any kind or character whatsoever arising out of or related (directly or indirectly) to any and all aspects of the Properties.

Section 4. Gate Facilities. Declarant and the Association have arranged for the utilization of mechanical crossing gate at the entry point to the Properties. The Declarant and the Association hope that the gate and private roads concept will discourage undesired and unauthorized vehicular traffic within the Properties and foster a higher degree of peace and tranquility. However, the Properties are not entirely encompassed by a fence nor are there any plans for such an enclosure. Also, the gate is not designed to restrict or impede pedestrian traffic into, within or out of the Properties.

Although the Declarant and the Association reasonably believe that the controlled access may discourage the commission of criminal acts (e.g., burglary, theft, etc.) within the Properties, nevertheless neither the Declarant nor the Association warrant or guarantee that: (a) the gate arrangements are sufficient and adequate to diminish or eliminate the commission of crimes against persons or property; and (b) such acts will not be attempted or actually occur within the Properties.

The Association will seek to carry public liability insurance generally covering bodily injury and property damage arising out of negligent acts by employees, members or authorized representatives of the Association. The Association will not carry any insurance pertaining to, nor does it assume any liability or responsibility for, the real or personal property of the Owners, Residents and Members (and their respective family members and guests).

Each Owner, Resident and Member expressly understands, covenants and agrees with the Declarant and the Association that:

(a) Neither Declarant nor the Association has any responsibility or liability or any kind or character whatsoever regarding or pertaining to the real and personal property of each Owner, Resident and Member.

(b) Each Owner, Resident and Member shall, from time to time and at various times, consult with reputable insurance industry representatives of each Owner's, Resident's and member's own selection to select, purchase, obtain and maintain appropriate satisfactory to each Owner, Resident and Member covering his or her real and personal property;

(c) Each Owner, Resident and Member releases and holds Declarant and the Association harmless from any uninsured liability, claims, causes or action or damages of any kind or character whatsoever arising out of or related (directly or indirectly) to any and all aspects of the gating system and private roads within the Properties, including, without limitation:

(1) the duties, performance, actions, in actions or omission of or by the Declarant or the Association.

(2) the functioning (whether mis-, mal-, or non-) of the mechanical gate access devises;

(d) Each Owner, Resident and Member will cooperate with the Association and the ARC in connection with the establishment, evolution and maintenance of reasonable controls on the pedestrian and vehicular traffic into and within the Properties and abide by any and all rules and regulations of the Association, as adopted and promulgated from time to time, related to the entry upon and use of any private roads and other Common Properties within the Properties.

ARTICLE X.

ARCHITECTURAL REVIEW

Section 1. Architectural Review Committee. In order to protect the overall integrity of the development of the Subdivision as well as the value of Improvements of all Members, a committee of representatives designated as the "Architectural Review Committee" ("ARC") is hereby established to carry out all duties as noted in this Declaration. The ARC shall have full authority to approve and disapprove and control all construction, development and Improvement activities of any kind (including, without limitation, Structures, hardscape, and landscape) within the Subdivision and to insure that all Improvements are constructed in accordance with good workmanship-like manners and standard industry trade practices, and to insure that all improvements are architecturally, aesthetically, and ecologically designed to be compatible with Declarant's conceptual plan for the overall Subdivision and/or as decided by the ARC.

Section 2. ARC Jurisdiction. No building, structure, fence, wall, landscaping, or improvement of any kind or nature shall be erected, placed or altered on any Lot until all plans and specifications have been submitted to and approved in writing by the ARC, or a majority of its members, as to:

(a) quality of workmanship and materials, adequacy of site dimensions, proposed structure locations, adequacy of structural design, proper facing of main elevation with respect to nearby roads, in accordance with this Declaration and/or bulletins;

- (b) minimum finished floor elevation and proposed footprint of the dwelling;
- (c) conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping;
- (d) drainage solutions;
- (e) the observance of and compliance with applicable setback lines and easement areas and the enhancement of aesthetic views and visual corridors to and from the Common Properties; and
- (f) the other standards set forth within this Declaration (and any amendments hereto) or matters in which the ARC has been vested with the authority to render a final interpretation and decision.

The ARC is authorized and empowered to consider and review any and all aspects of construction, location and landscaping, which may, in the reasonable opinion of the ARC, adversely affect the living enjoyment of one or more Owner(s) or Residents or the general value of the Properties. Also, the ARC is permitted to consider technological advances and changes in design and materials and such comparable or alternative techniques, methods or materials may or may not be permitted, in accordance with the reasonable opinion of the ARC.

Each and every owner and applicant shall use their respective best efforts to commence construction of all improvements approved by the ARC within sixty (60) days after obtaining all necessary approvals thereof and thereafter diligently pursue the project through to completion. Failure to commence construction of any improvements approved by the ARC within sixty (60) days after obtaining approval will result in the need to resubmit all applicable documents and receive new approvals from the ARC.

Section 3. Submission of Plans. No Structure of any kind shall be erected, placed, constructed, maintained, modified or altered, no Improvement shall be made, no landscaping or hard scape shall be installed on any Lot in the Subdivision, nor shall any clearing or sitework (including specifically the removal of trees or any other vegetation) be commenced, until a complete set of plans and specifications shall have been formally submitted to and approved by the ARC. Failure to obtain approval from the ARC prior to the commencement of any of the above shall result in the assessment of a fine, such fine to be promulgated by the Board. The plans and specifications shall be submitted electronically to an email address as designated by the Board, and shall contain and include, but shall not necessarily be limited to, the following information: floor plans, including finished floor and ground elevations; exterior location for any buildings, fence or other Structures (including location of light poles, if applicable); exterior lighting and location, landscaping and irrigation plans; samples of exterior finish materials and color samples; and any other plans, specifications or information deemed pertinent by the ARC. The plans and specifications shall not be deemed submitted to the ARC until they are submitted electronically to the Board designated email address.

Section 4. Plan Review. The Architectural Review Committee shall review all plans, specifications and other information submitted for compliance with all the requirements of this Declaration and for the compatibility of any Improvements (including landscaping) with the architectural, aesthetic and ecological goals of the Subdivision and Declarant, it being the intent that those goals require that all Improvements be compatible with all other Improvements in the Subdivision and that they be in harmony with their natural surroundings. The ARC shall have full right and authority to utilize its sole discretion in approving or denying any plans and specifications which are submitted. At such time as the plans, specifications and surveys meet the approval of the ARC, one complete set of plans, specifications and surveys will be retained by the ARC and the other complete set will be marked "Approved" and returned to the Lot Owner or his designated representative. If found not to be in compliance with these Covenants, one set of such plans, specifications and surveys shall be returned marked "Denied," accompanied by a reasonable statement and explanation of items found not to comply with these Covenants. Any modification or change to the approved set of plans, specifications and surveys must again be submitted to the ARC for its inspection and approval. All plans, specifications, and surveys must be signed by the entire ARC prior to being marked "Approved" or "Denied". If the ARC fails to approve submitted plans or to request additional information reasonably required within thirty (30) days after submission, the applicant shall give the ARC written notice of its failure to respond. Unless the ARC responds within ten (10) days of receipt of that notice, approval will be deemed granted.

Section 5. Approval. The Architectural Review Committee may deny the construction or design of any Improvement or Structure, including the removal of any trees or other natural vegetation, if the members of the ARC believe a violation of the Covenants would result or on purely aesthetic grounds where, in its sole judgment, disapproval is required to protect the continuity of design or value of the Subdivision, or to preserve the serenity and natural beauty of any surroundings. Prior approvals and/or denials of the ARC pertaining to any Improvement activities or regarding matters of design or aesthetics shall not be deemed binding upon the ARC for later requests for approval if the ARC feels that the repetition of those matters will have an adverse effect on the Subdivision. The Architectural Review Committee shall have the express power to construe and interpret any Covenant in this Declaration that may be capable of more than one construction.

Section 6. Right to Inspect. During reasonable hours, members of the ARC, any member of the Board, or any authorized representative of any of them, shall have the right to enter upon and inspect any Lot, and the Dwelling thereon, for the purpose of ascertaining whether or not the provisions of the Declaration have been or are being complied with, and those persons shall not be deemed guilty of trespass by reason of such entry.

Section 7. General. The ARC shall have the authority to employ professional consultants at the expense of the Association to assist it in performance of its duties. The Association may, reasonably recoup some or all of these expenses from the applicants seeking review and approval of plans and specifications. The decision of the Architectural Review Committee shall be final, conclusive and binding upon the applicant. The ARC Members shall not be entitled to any compensation for any services rendered pursuant to this Declaration but shall be entitled to reimbursement from the Association for reasonable out-of-pocket expenses incurred in performing their duties.

Additionally, the ARC may from time to time publish and promulgate architectural standards bulletins and/or Lot information sheets which shall be fair and reasonable and shall carry forward the spirit and intention of these Covenants. Such bulletins and Lot information sheets shall supplement these Covenants and are incorporated herein by reference. EACH OWNER SHALL SEEK AND OBTAIN AND BECOME THOROUGHLY FAMILIAR WITH ANY AND ALL ARCHITECTURAL STANDARDS BULLETINS AND LOT INFORMATION SHEETS PRIOR TO ACQUISITION OF, AND CONSTRUCTION ON, ANY LOT WITHIN SUBDIVISION.

Section 8. Ancillary Structures. No Ancillary Structure of any kind shall be erected, placed, or constructed on any Lot until the Primary Dwelling Unit has been erected, placed, or constructed. An Ancillary Structure shall be defined as any Structure, other than a Primary Dwelling Unit, which can be used for the storage of any materials or animals, or which can be used as a living space.

Section 9. No Liability. Neither the Association, nor the ARC, nor the Board nor the officers, directors, managers, members, employees and agents of any of them shall be liable to any person (including Owners and Builders) subject to or possessing or claiming any benefits of this Declaration and the Covenants contained in this Declaration for any damage or injury arising out of their acts under this Declaration or by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. No approval of plans and specifications shall be construed as representing or implying that such plans and specifications will, if followed, result in properly designed improvements and/or improvements built in a good and workmanlike manner. Every person or entity who submits plans or specifications, and every Owner of each and every Lot, agrees that he will not bring any action or suit against Declarant, the Association, the ARC, the Board, or the officers, directors, managers, members, employees and agents of any of them, to recover any such damages and hereby releases, remises and quitclaims all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given.

Plans and specifications are not reviewed or approved for engineering or structural design or technical quality of materials, and by approving such plans and specifications neither the ARC, nor the members thereof, nor the Association assumes liability or responsibility therefor, nor for any defect in any structure constructed from such plans and specifications.

Section 10. Architectural Review Committee Membership. The Architectural Review Committee will consist of at least three (3), but not more than five (5), persons appointed by the Board, pursuant to the Bylaws. Members of the Architectural Review Committee shall serve at the pleasure of the Board and may be removed and replaced at the Board's discretion. At the Board's option, the Board may act as the Architectural Review Committee, in which case all references in the Documents to the Architectural Review Committee are construed to mean the Association's Board. Members of the Architectural Review Committee need not be Owners or residents, and may, but need not, include architects, engineers, and design professionals whose compensation, if any, may be established from time to time by the Association's Board.

Section 11. Failure to Comply. The Association and/or the ARC may require any Owner to restore such Owner's improvements or alteration to the condition existing prior to the construction thereof (including, without limitation, the demolition and removal of any unapproved improvement) if such improvements or alterations were commenced or constructed in violation of this Article. In addition, the Association and/or the ARC may, but has no obligation to do so, cause such restoration, demolition and removal and levy the amount of the cost thereof as a special individual assessment against the Lot upon which such improvements or alterations were commenced or constructed. A material violation of these Covenants shall be deemed to have occurred if no prior express written approval of the ARC has been obtained where it was originally required, even if hindsight reveals that the actual plans and specifications would have been approved by the ARC had they been properly and timely submitted.

Section 12. Variances. The ARC shall have the power to grant variances, tolerances or modifications of the standards set forth within the Covenants under circumstances and conditions deemed reasonable, appropriate and prudent by the ARC. Matters of "quality", "adequacy" and "propriety" are to be considered by the ARC generally from an aesthetic standpoint, rather than from an engineering standpoint.

ARTICLE XI.

USE OF LOTS IN THE SUBDIVISION; PROTECTIVE COVENANTS

The Subdivision (and each Lot situated therein) shall be constructed, developed, occupied and used as follows:

Section 1. Residential Structures. No Structure shall be placed or constructed upon any Lot other than Structures whose primary design and purpose is for single family residential purposes or accessory Structures whose purposes are consistent with and incidental to the residential use of the Dwelling and the Lot. (No duplexes, apartment buildings or commercial structures shall be allowed in the Subdivision, unless specifically permitted in this Declaration.) Except as specifically provided in the next section, no more than one (1) Dwelling may be located on any Lot.

Section 2. Completion of Construction. Once construction on a Dwelling has commenced, the construction on that Dwelling shall be completed within twelve (12) months from the date construction commenced. If a Dwelling or other Structure has been damaged by casualty, that Dwelling or other Structure must either be repaired and restored or completely removed from the Lot within twelve (12) months from the date the damage occurred. Any and all construction activities shall only occur between the hours of seven (7) AM to seven (7) PM.

Section 3. Permitted Residential Use. All Lots within the Subdivision shall be used exclusively for a private single-family residence, only. The term "Private Single-Family Residence" shall mean the use of, and Improvements to, a Lot with no more than one building designed for and containing facilities for Single Family living, occupying, sleeping, cooking and eating therein. The term "Single Family" shall mean (a) one family consisting of persons related

by blood, adoption or marriage or (b) no more than three (3) unrelated persons living, occupying, sleeping, cooking and eating together as a single housekeeping unit.

Section 4. Home Business Use. An Owner or Resident may conduct business activities within a residence so long as: (i) such activity complies with all the applicable zoning ordinances (if any); (ii) participation in the business activity is limited to the Owner(s) or Resident(s) of a residence; (iii) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the residence, i.e., no sign may be erected advertising the business within the Subdivision; (iv) the business activity does not involve door-to-door solicitation of Residents within the Subdivision; (v) the business does not, in the Board's judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Subdivision which is noticeably greater than that which is typical of residences in which no business activity is being conducted; (vi) the business activity does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Residents of the Subdivision as may be determined in the sole discretion of the Board; and (vii) the business does not require the installation of any machinery other than that customary to normal house hold operations. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required.

Section 5. Residential Leasing Use. No Owner may lease any Lot or Improvements thereon until the Owner has used the Lot as their primary residence for twelve (12) consecutive months. Thereafter, an Owner may lease the Lot and Improvements thereon as a Private Single-Family Residence for a lease term of no less than twelve (12) months, provided a maintenance fee of \$500.00 is paid to the Association. The maintenance fee must be paid each time the lease is extended, renewed, or a new lease is entered into. Whether or not it is so stated in a lease, every lease is subject to the Governing Documents. An Owner is responsible for providing his tenant with copies of the Governing Documents and notifying him of changes thereto. An Owner shall be liable for and subject to any and all fines, fees, or penalties assessed against him due to the failure of his tenant or his tenant's invitees to comply with the Governing Documents and it shall be the Owners sole responsibility to resolve any and all compliance issues. Additionally, failure by the tenant or his invitees to comply with the Governing Documents, federal or state law, or local ordinance is deemed to be a default under the lease. When the Association notifies an Owner of his tenant's violation, the Owner will promptly obtain his tenant's compliance or exercise his rights as a landlord for the tenant's breach of lease. If the tenant's violation continues or is repeated, and if the owner is unable, unwilling, or unavailable to obtain his tenant's compliance, then the Association shall have the power and right to pursue the remedies of a landlord under the lease or state law for the default, including eviction of the tenant. The Owner of a leased Lot is liable to the Association for any expenses incurred by the Association in connection with enforcement of the Governing Documents against his tenant. The Association is not liable to the Owner for any damages, including lost rents, suffered by the Owner in relation to the Association's enforcement of the Governing Documents against the Owner's tenant.

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

Section 6. Prohibited Uses. Use of the Lot and Improvements for retail, business, for profit or commercial use, including but not limited to an apartment house, flat, lodging house, hotel, motel, bed and breakfast lodge, short-term rental property, rented through a traditional leasing company or through an internet leasing company (for example Air BnB, Home Away or VBRO) is strictly prohibited, except as stated in section 5 above.

Section 7. Minimum Floor Space: Alarms. Each one (1) story dwelling and each one-and-one-half (1.5) and two (2) story dwelling constructed on any Lot shall contain a minimum of two thousand (2,000) square feet of air-conditioned floor area (exclusive of all porches, garages or breezeways attached to the main dwelling). The ARC may require that the construction plans and specifications for each residential dwelling include provisions for the installation and equipment of fire and burglar alarms, smoke detectors and such other safety and security devices which, from time to time, become technologically feasible for residential use as may be further described and defined by the Architectural Review Committee.

Section 8. Garages: Parking. Each single-family residential dwelling erected on any Lot shall provide a side or rear entry garage space for a minimum of two (2) conventional automobiles, unless otherwise specifically approved by the ARC. Each Owner, Member and Resident shall use their respective best efforts to park and store their automobiles within the garage. All garage doors shall be closed at all times when not in use. Carports are not encouraged but may be permitted under limited rigid circumstances if, as and when, in the absolute opinion of the Architectural Review Committee, the exterior surface and appearance will substantially compare with a garage and if absolutely no storage of items, which would otherwise be visible, will occur thereunder. Any and all proposed garage or carport plans and specifications must be submitted to the Architectural Review Committee for review and approval. Each Owner, Resident and Member shall use their respective best efforts to refrain from:

- (a) performing, permitting or allowing repair or maintenance work to any automobile or other vehicle outside the garage and visible to the abutting street(s); and
- (b) allowing any automobile or other vehicle be parked on a non-paved or non-graveled portion of any Lot.

Section 9. Accessory Structures. No buildings or other improvements (such as mailboxes, fences, swimming pools, hot tubs, spas, fishponds, green houses, children's swings, or other play structures) shall be placed on a Lot without the prior written consent of the Board. Below-ground swimming pools may be installed only with the prior written approval of the Board. Above-ground swimming pools are not permitted. Utility sheds may be approved by the ARC so long as the peak is no higher than eight (8) feet and walls are no higher than seven (7) feet.

Section 10. Setback Requirements. A twenty-five (25') set back from any front or side Lot line is required. The Architectural Review Committee reserves the right to establish a set back line for any Structure(s) along the rear Lot lines of all Lots in the Subdivision and may establish various set back lines for various Structures on various Lots at their absolute and independent discretion. The Architectural Review Committee may grant variance from the setback requirement and may establish additional setback lines (for fences, walls and for buildings) from the property lines of each Lot at varying distances. In order to allow flexibility for: (i) implementation of state-of-the-art construction designs, and (ii) any consolidation of two (2) or more Lots to accommodate the construction of a lesser number of dwellings thereon, the Architectural Review Committee shall also have the authority to waive setback requirements. Within the setback areas for each Lot and subject to the construction or installation of any other items otherwise permitted, a non-exclusive surface easement and right-of-way is reserved for the Association in order to properly facilitate and carry out its duties and responsibilities under this Declaration.

Section 11. Height Limitations; Elevations. No building or structure on any Lot shall exceed thirty-three feet (33').

Section 12. Fences; Signs. No setback line shall exist for approved fences. All exterior mechanical or service equipment must be enclosed within fences, walls or landscaping so as not to be visible from the immediate residential street. No fence, wall or hedge shall be erected, placed or altered on any residential Lot without the approval of the Architectural Review Committee. No sign or signs shall be displayed to the public view on any residential Lot, except:

(a) any builder, during the applicable initial construction and sales period, may utilize one (1) professional sign [of not more than six (6) square feet in size] per Lot for advertising and sales purposes; and

(b) thereafter, a dignified "For Sale" or "For Lease" sign [of not more than six (6) square feet in size] may be utilized by the Owner of the respective residential Lot for the applicable sale or lease situation.

The ARC shall have the right and privilege to develop and implement uniform signage specifications and requirements applicable throughout the Subdivision.

Section 13. Easements; Utilities: Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown or described on the recorded subdivision plat and a ten-foot (10') utility easement is reserved along the rear of each Lot. Utility service may be installed along or near the front and/or side and/or rear Lot lines and each Lot Owner shall have the task and responsibility of determining the specific location of all such utilities. Except as may be otherwise permitted by the ARC (e.g. fencing, flatwork, landscaping, etc.), no Owner shall erect, construct or permit any obstructions or permanent improvements of any type or kind to exist within any easement area, nor shall anything be done or permitted within an easement area which would restrict or adversely affect drainage. Electrical (and possibly other utility) easements are likely to be located at or near or along the rear Lot line(s), and each Lot Owner assumes full, complete and exclusive liability and responsibility for all cost and expense related to damage, repair, relocation and restoration of such improvements or fence. Except as to special street lighting

or other aerial facilities which may be installed by the Declarant pursuant to its development plan, no aerial utility facilities of any type (except meters, risers, service pedestals and other surface installations necessary to maintain or operate appropriate underground facilities) shall be erected or installed on the Subdivision whether upon individual Lots, easements, roads or rights-of-way of any type, either by the utility company or any other person or entity, including, but not limited to, any person owning or acquiring any part of the Subdivision, and all utility service facilities (including, but not limited to, water, sewer, gas, electricity and telephone shall be buried underground unless otherwise required by a public utility. All utility meters, equipment, air conditioning compressors and similar items must be visually screened and located in areas designated by the Architectural Review Committee. The Association or the Architectural Review Committee shall have the right and privilege to designate the underground location of any CATV-related cable. Pursuant to requirements by utility company(ies) providing service to the Properties, the following provisions and covenants are to run with the land within the Subdivision with the same force and effect as all other Covenants herein and as if such provisions and covenants had originally been recited within each deed to each Lot executed and delivered by Declarant:

(a) Electric service of the type known as 120/240 vol, single phase, 3 wire, 60 cycle, alternating current has been made available to the Lot hereby conveyed by means of underground facilities, and each Owner acknowledges for himself, his heirs, executors, administrators, successors and assigns, that electric service of any character other than that hereinabove described will not be available except at added cost to such Owner and in accordance with the rules and regulations for electric service of the subject electric utility company; and

(b) Since electric service is to be furnished to each of the Lots solely by underground facilities, each Owner agrees for himself, his heirs, executors, administrators, successors and assigns, that he will, at his own expense, install and maintain the necessary underground facilities to connect the Owner's installation with the service wires of the subject electric utility company and security system at the point of delivery of electric energy.

Section 14. Temporary Structures and Vehicles. No temporary structure of any kind shall be erected or placed upon any Lot. Temporary structures shall include, but not be limited to, any garage, servant's house or other improvement erected more than one hundred twenty (120) days prior to the completion of the main portion of the single-family dwelling. However, upon receiving the prior, express written approval of the Architectural Review Committee, any bona-fide homebuilder may maintain temporary sales or construction offices provided such sales or construction offices are removed within sixty (60) days after completion of sales or construction, as the case may be. Any truck (over $\frac{3}{4}$ ton and excluding conventional pickups), bus, boat, boat trailer, trailer, motor home, golf cart, motorcycle, recreational vehicle, camp mobile, camper and any vehicle other than a conventional automobile, conventional pickup, or Utility Trailer shall, if brought within the Subdivision by or on behalf of any Owner, Member or Resident, be stored, placed or parked within the enclosed garage on the appropriate Lot unless otherwise directed by the Architectural Review Committee. "Utility Trailer" shall be defined as a single or double axle trailer, with no special purpose (i.e. not a boat trailer, camper trailer, etc.), devoid of any advertising and used for the sole purpose of hauling materials (in no event shall said materials remain on the trailer for a period greater than seven (7) days). The Association may, at its option, provide and designate (and charge for and collect a reasonable user fee as approved by the Board),

at one or more locations within the Properties, a surface facility for the storage of any vehicle mentioned above which cannot be stored properly within a garage; if, as and when such facility is designated, then each Owner, Member and Resident agrees to cooperate in appropriately using such facility.

All vehicles of any nature shall have operating forward facing lights and rearward facing lights when operating on roadways after sunset and prior to sunrise.

Section 15. Site Maintenance, Garbage and Trash Collection. Lot Owners are responsible to keep construction sites free of rubbish on a daily basis and roads (to the crown) scraped clear of any mud accumulation. Lot Owners will not be allowed to store any excavation of soil on roads or adjacent sites. Soil runoff due to rain or irrigation will be removed promptly from roads and sidewalks by the Lot Owner.

All garbage shall be kept in plastic bags or other containers required by the Association. Each Owner, Member and Resident shall observe and comply with any and all regulations or requirements promulgated by the Association in connection with the storage and removal of trash and garbage, particularly where the collection point is in front of the residential Dwelling Units.

No residential Lot, or any portion of the Common Properties or any public right-of-way area, shall be used or maintained as a dumping ground for rubbish, trash or garbage. No Owner, Member or Resident shall dump grass clippings, landscape debris, garbage or trash of any kind on another Lot. Each Owner is responsible for the appearance and condition of such Owner's Lot. No burning of any trash, debris, plant material, tree cuttings or trees shall be made upon any Lot. If more than five (5) days after prior written notice an Owner shall fail to: (i) control weeds, grass and/or other unsightly growth; (ii) remove trash, rubble, building and construction debris; or (iii) exercise reasonable care or conduct to prevent or remedy an unclean, untidy or unsightly condition, then the Association shall have the authority and right to go onto said Lot for the purpose of mowing and cleaning said Lot and shall have the authority and right to access and collect from the Owner of said Lot a reasonable charge for mowing or cleaning said Lot on each respective occasion of such mowing or cleaning. The assessments, together with such interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing CCR Lien upon each Lot against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, shall also be the continuing personal obligation of the person who was the Owner of such Lot at the time when the assessment occurred.

Additionally, The Association shall have the right to prescribe Regulations governing the upkeep of Lots and expand, amend or otherwise modify those Regulations from time to time. Each Owner, by acceptance of a deed to any Lot, acknowledges and agrees that the use and enjoyment and marketability of the Owner's Lot may be affected by this provision and that the Regulations may change from time to time. The Regulations may include a "fines" system through which the Association may levy and collect fines from Members for violations of applicable Regulations, so long as appropriate notice is provided to the Member as required under the Texas Property Code. The Board shall have the authority to enforce the Regulations by all appropriate means. A Member found to have violated the Regulations shall be liable to the Association for all damages and costs,

including reasonable attorney's fees, resulting from the violation of the Regulations by that Member or any Resident of a Lot owned by that Member.

Section 16. Landscaping; Maintenance. Construction of each and every residential dwelling within the Properties shall include the installation and placement of appropriate landscaping. Each Owner, Member and Resident of any Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep and maintain the Lot, and all improvements therein and thereon, in a well maintained, safe, clean and attractive condition at all times. The Association, and its agents, during normal business hours, shall have the right (after 5 days written notice to the Owner of any Lot involved, setting forth the specific violation or breach of this covenant and the action required to be taken, and if at the end of such time reasonable steps to accomplish such action have not been taken by the Owner), to enter on the subject premises (without any liability whatsoever for damages for wrongful entry, trespass or otherwise to any person or entity) and to take the action(s) specified in the notice to remedy or abate said violation(s) or breach(es). The cost of such remedy or abatement will be paid to the Association upon demand and if not paid within thirty (30) days thereof, shall become a lien upon the Lot affected. The Association, or its agent, shall further have the right (upon like notice and conditions), to trim or prune, at the expense of the Owner, any hedge, tree or any other planting that, in the written opinion of the Association, by reason of its location on the Lot, or the height, or the manner in which it is permitted to grow, is detrimental to the adjoining Lots, is dangerous or is unattractive in appearance. The lien provided under this section will constitute a lien retained against such property with the same force and effect as the CCR Lien for assessment set forth in these Covenants.

Section 17. Offensive Activities. No noxious or offensive activity or pollution emitting sight/sound/smell, as determined by the ARC, shall be conducted or permitted on any portion of the Properties. No Owner or Resident shall perform any work that will impair the structural soundness or integrity of another Dwelling or impair any easement, nor do any act nor allow any condition to exist which will adversely affect the other Dwellings or their Owners or Residents. No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to other Owners of Lots (reasonable security and landscape lighting is permitted with the approval of the ARC). No direct sales activities (excluding, however, activities of bona-fide homebuilders and community activities specifically approved by the Board), garage sales, yard sales, patio sales, flea markets, bazaars, sample sales, promotional dinner parties or similar activities shall be conducted on any portion of the Subdivision.

Section 18. Pets and Animals.

No animals, livestock, poultry, galliformes, Anseriformes, pigeons, peacocks, other wildfowl and ratite of any kind shall be raised, bred or kept on any residential Lot, except not more than two (2) hens (no roosters) and two (2) dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes and they are not noxious, offensive, vicious (e.g. pit bull terriers shall not be permitted within the Properties) or dangerous. Any outside pen, cage, kennel, shelter, concrete pet pad, run, track or other building, structure or device directly or indirectly related to animals which can be seen, heard or smelled by anyone other than the subject Lot Owner must be approved by the Architectural Review

Committee in its sole and absolute discretion. Each and every dog, cat or other household pet must be leashed and accompanied by its corresponding Owner/Resident/Member, when traveling beyond the perimeter of the Owner's/Resident's/Member's Lot, and such Owner/Resident/Member shall promptly clean and remove the discharge and waste of any pet. Additionally, no large animals may be kept on any Lot under two (2) acres. Up to one (1) large animal, consisting of horses or cattle per acre may be kept on any Lot two (2) acres or larger provided that they are not kept, bred or maintained for commercial purposes. Such animals shall be prevented from roaming the Subdivision by fences maintained upon the Lot.

Section 19. Exterior Surfaces. All roofs shall be constructed of slate, tile, metal, composition, built-up roof or other materials approved by the Architectural Review Committee taking into account harmony, conformity, color, appearance, quality and similar considerations. The exterior surface of all residential dwellings shall be constructed of glass, brick, stone or other materials the percentage of such materials as may be approved by the Architectural Review Committee. The Architectural Review Committee is specifically authorized to require a continuous, uniform surface with respect to all improvements which directly face perimeter Common Properties. Installation of all types of exterior items and surfaces such as address numbers or external ornamentation, outdoor illumination, lights, mail chutes, exterior paint or stain and the like shall be subject to the prior approval of the Architectural Review Committee. Each Owner shall keep and maintain the quality and appearance of all exterior surfaces, particularly those areas covered by an approved paint or stain, in good repair, condition and appearance.

Section 20. No mining or drilling. The Subdivision shall not be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth.

Section 21. No harvesting firewood. Owners within the Subdivision may not harvest firewood from any portion of the Subdivision.

Section 22. No hunting, discharge of firearms or fireworks. Within the Subdivision there shall be no hunting, discharge of firearms or fireworks permitted on any portion of the Subdivision.

Section 23. Seasonal Decorations. Exterior seasonal lighting and decorations are permitted and may be displayed not sooner than thirty (30) calendar days prior to the holiday for which they are intended to celebrate. All exterior seasonal lighting and decorations must be removed within the thirty (30) calendar days following the holiday for which they were intended to celebrate.

Section 24. Lakes within the Subdivision. The Association shall have the power to impose rules to be utilized in the use of the lakes within the Subdivision. No motorized boat or water craft shall be used on any of the lakes and the only water craft which shall be acceptable on such lakes are canoes or flat bottom boats powered with or without an electric trolling motor, or paddle boats, provided any such craft must be fifteen feet (15') or smaller in length.

ARTICLE XII.

EASEMENTS AND TELECOMMUNICATION

Section 1. Utility Easements. Full rights of ingress and egress shall be had by Declarant, the Association, and all utility and CATV companies serving the Subdivision, and their respective successors and assigns, at all times over the Subdivision for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction (excluding, however, any driveway, fence or other Improvement or Structure which has been theretofore specifically approved by the ARC) that may be placed in such easement that would constitute interference with the use of such easement, or with the use, operation or installation of such utility.

Section 2. Ingress, Egress and Maintenance by the Association. Full rights of ingress and egress shall be had by the Association at all times over and upon the setback and sign easement areas applicable for each Lot for the carrying out by the Association of its functions, duties and obligations hereunder; provided, however, that any such entry by the Association upon any Lot shall be made with as little inconvenience to the Owner as practical, and any damage caused thereby shall be repaired by the Association at the expense of the Association's maintenance fund.

Section 3. Ingress and Egress by Johnny Hopper and Jo Ann Hopper (herein called Hopper) and/or their agents, employees, or assigns. Johnny Hopper and Jo Ann Hopper do hereby reserve unto themselves, their heirs, administrators, executors, assigns, agents, and employees the full right of ingress and egress shall be an easement for the purposes of grazing, cultivation, planting and growing crops as food for livestock or wildlife within Lots and/or Common Properties within BLUE BRANCH RANCH. This ingress and egress easement shall also be for the purpose of working and maintaining livestock within all areas of BLUE BRANCH RANCH including Lot(s) except for those areas in which the Owners of Lots have fenced out such livestock from Owners' Lot(s). Hopper's livestock shall have right of way on any roads within the Subdivisions. Any damage to the livestock by an Owner or Owner's guest shall be reimbursed to Hopper by Hopper presenting an invoice for any such damages to the Association. The Association shall have the right to collect the damages from the Lot Owner responsible for those damages and may enforce the collection of the damages by the lien rights granted in this Declaration.

Section 4. Drainage Easement. There currently exists a natural drainage way across Common Properties which connects the lakes that are located within BLUE BRANCH RANCH. The Declarant reserves for itself and the Association a right to maintain a functioning, clear and unobstructed water way between the two lake facilities on, over and across the area of natural drainage. The expense of the maintenance, of the water way shall be borne by the Association from the assessments which are provided for herein in Article VI. The Declarant does hereby reserve unto itself, their agents, employees or assigns at their discretion the right to open water valves and use the water from the lake with the higher elevation to fill the lake with the lower elevation in order to maintain levels and to provide adequate water for livestock and wildlife.

Section 5. Antennas. No exterior antennas, aerials, satellite dishes or other apparatus for the transmission of television radio, satellite or other signals of any kind shall be placed, allowed or maintained upon any portion of the Property including any dwelling unit which is visible from any street Common Properties or other Lot unless it is impossible to receive signals from said location. In that event the receiving device may be placed in a visible location as approved by the ARC. ARC may require as much screening as possible while not substantially interfering with reception. The Association shall have the right, without obligation, to erect or install an aerial, satellite dish, master antenna, cable system, or other apparatus for the transmission of television, radio, satellite or other signals for the benefit of all or a portion of the Properties. No satellite dishes shall be permitted which are larger than 1 meter in diameter. Broadcast antenna masts may exceed the height of the center ridge of the roofline as approved by the ARC.

Section 6. Common Area Easements. An easement is hereby extended and acknowledged to all police, fire protection, ambulance, garbage and trash collector pickup vehicles and all similar persons to enter upon the Common Areas in performance of their duties.

Section 7. Conveyance Subject to Easement. Each Lot is conveyed subject to all easements, conditions and reservations shown on the Subdivision Plat and contained in this Declaration, and each Owner shall take notice of all easements, conditions, and reservations. No Owner shall maintain any condition or Improvements in any platted easement which will interfere with the intended use of the easement.

ARTICLE XIII.

CONSOLIDATION

Section 1. Consolidation. Any Owner owning two (2) or more adjoining Lots or portions of two or more adjoining Lots may, with the prior approval of the ARC or Declarant, consolidate such Lots or portions thereof into a single Lot for the purpose of constructing one (1) residence and such other Improvements as are permitted in this Declaration on a single Lot.

Section 2. Effect of Consolidation. If Lots are consolidated as permitted by the preceding section, the following shall apply to the consolidated Lot:

(a) the Lot resulting from that consolidation shall be treated as a single Lot, and the Owner of that Lot shall only be responsible for, the Annual Assessments and Special Assessments applicable to a single Lot in the next fiscal year (i.e., if two Lots were consolidated into one Lot, the Owner of the consolidated Lot shall pay one Annual Assessment or Special Assessment);

(b) the Member owning the Lot resulting from that consolidation shall be entitled to one (1) vote [i.e., if two Lots were consolidated into one Lot, the Owner of the consolidated Lot shall be entitled to one (1) vote];

(c) the Owner shall bear all expenses incurred in replatting the Lots affected, and shall reimburse the Association for any expenses incurred by the Association in connection with the consolidation; and

(d) each Lot resulting from the consolidation must independently meet all Governmental Requirements.

ARTICLE XIV.

GENERAL PROVISIONS

Section 1. Duration. The Covenants of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association and/or the Owner and Resident of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for an original fifty (50) year term expiring on the fiftieth (50th) anniversary of the date of recordation of this Declaration, after which time these Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument is signed by the Owners of at least fifty-one percent (51%) of all Lots within this Subdivision and all the Subdivisions and recorded in the Deed Records of Hood County, Texas, which contains and sets forth an agreement to abolish these Covenants; provided, however, no such agreement [where approved by less than seventy-five percent (75%) of the Owners of all Lots within this Subdivision and all of the Subdivisions] to abolish shall be effective unless made and recorded one (1) year in advance of the effective date of such abolishment.

Section 2. Amendments. This Declaration and Covenants may be amended from time to time to correct, add, delete, modify, revise or otherwise change in part or in whole this Declaration only, by the express written consent of the Board and by the affirmative vote of at least fifty-one percent (51%) of the total votes allocated to the property Owners entitled to vote on the Amendment of the Declaration. The amendment shall be effective when it is certified by the president of the Association as to the requisite number of votes and recorded in the Real Property Records of Hood County. Any amendment so certified and recorded shall be conclusively presumed to have been duly adopted.

Section 3. Enforcement. Each Owner of each Lot shall be deemed, and held responsible and liable for the acts, conduct and omission of each and every Resident, Member, guest and invitee affiliated with such Lot, and such liability and responsibility of each Owner shall be joint and several with their Resident(s), Member(s), guests and invitees. The CCR Lien shall extend to, cover and secure the proper payment and performance by each and every Resident, Member, guest and invitee affiliated with each Owner. Unless otherwise prohibited or modified by law, all parents shall be liable for any and all personal injuries and property damage proximately caused by the conduct of their children (under the age of 18 years) within the Properties. Enforcement of these Covenants may be initiated by any proceeding at law or in equity against any person or persons violating or attempting to violate them, whether the relief sought is an injunction or recover of damages, or both, or enforcement of any lien created by these Covenants; but failure by the Association or any Owner to enforce any Covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter. The failure of any Owner to comply with the provisions of this Declaration or any Covenants shall not be deemed or construed to impose liability of any nature on the Association or the ARC and neither the Association or the ARC shall be charged with any affirmative duty to police, control, or enforce the provisions of this Declaration or the Covenants. With respect to any litigation hereunder, the prevailing party shall

be entitled to recover all costs and expenses, including reasonable attorney's fees, from the non-prevailing party.

Section 4. Validity. Violation of or failure to comply with these Covenants shall not affect the validity of any mortgage, bona fide lien or other similar security instruments which may then be existing on any Lot. Invalidation of any one or more of these Covenants, or any portions thereof, by a judgment or court order shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect.

Section 5. Security. Courtesy patrol in the Subdivision may be provided by the Association, from time to time; however, the Association is not and will not at any time be a provider of security to any Owner, Resident or Dwelling, and each Owner must provide its own security for all Residents and their Dwelling, Lot and personal property.

Section 6. Interpretation. If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible to more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern. Whenever in the application of the provisions of this Declaration, conflict with the application of any provision of the Bylaws of the Association, the provisions or application of this Declaration shall prevail. If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted from this Declaration, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference. The singular, whenever used in this Declaration, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions here apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed. The headings contained in this Declaration are for reference purpose only and shall not in any way affect the meaning or interpretation of this Declaration.

Section 7. Notices. All demands or other notices required to be sent to an Owner or Resident by the terms of this Declaration may be sent by electronic, verified mail, or certified mail, postage prepaid, to the party's last known address as it appears on the records of the Association at the time of mailing. All Owners and Residents are required to provide their most recent home address and their email address to the Association. If an Owner fails to give the Association a home address or email for mailing notices, all notices may be sent to the Owner's Lot, and the Owner is deemed to have been given notice whether or not he actually receives it.

Section 8. Communications. This Declaration is drafted in an era of rapidly changing communication technologies. Declarant does not intend to limit the methods by which the Association and Owners, together with its employees, tenants, guests, invitees, and customers, communicate with each other. Such communications may be by any method or methods that are available and customary. For example, if the Association is required by the Governing Documents or Applicable Law to make information available to Owners of all Lots, that requirement may be satisfied by posting the information on the Association's website or by using electronic means of disseminating the information, unless Applicable Law requires a specific method of

communication. It is foreseeable that meetings of the Association or ARC and voting on issues may eventually be conducted via conference calling, video teleconference, or another technology that is not widely available on the date of this Declaration. As communication technologies change, the Association may adopt as its universal standard any technology that is used by Owners of at least 75% of the Property. Also, the Association may employ multiple methods of communicating with Owners.

Section 9. Notices to Mortgagees. The holder(s) of a mortgage may be furnished with written notification from the Association of any default by the respective mortgagor/Member/Owner in the performance of such mortgagor's/Member's/Owner's obligation(s) as established by this Declaration, provided that the Association has been theretofore furnished, in writing, with the correct name and address of such mortgage holder(s) and a request to receive such notification and a reasonable supply of self-addressed, stamped envelopes.

Section 10. Disputes. Matters of dispute or disagreement between Owners, Residents or Members with respect to interpretation or application of the provisions (excluding Article VIII architectural matters and issues concerning "substantial completion") of this Declaration or the Association Bylaws, shall be determined by the Board of Directors. Matters pertaining to Article VIII architectural matters and issues concerning "substantial completion" shall be determined by the Architectural Review Committee. These respective determinations (absent arbitrary and capricious conduct or gross negligence) shall be final and binding upon all Owners, Residents and Members.

Section 11. Compliance. These covenants, restrictions, conditions, and limitations are in all respects subject to any applicable zoning regulations lawfully in force or hereafter adopted.

Section 12. Statutes. It is anticipated that applicable Texas Property Code sections will be utilized and followed whenever they are triggered by this Declaration, including any future amendments, additions, or changes to the Texas Property Code. Specifically, the following sections of the Texas Property Code are particularly applicable at the date this Declaration was adopted:

- (a). §209.006 Notice Required Before Enforcement Action;
- (b). § 209.007 Hearing Before Board; Alternative Dispute Resolution;
- (c). §209.0063 Priority of Payments;
- (d). § 209.008 Attorney's Fees;
- (e). § 209.009 Foreclosure Sale Prohibited in Certain Circumstances;
- (f). § 209.0091 Prerequisites to Foreclosure: Notice and Opportunity to Cure for Certain Other Lienholders;
- (g). § 209.010 Notice After Foreclosure Sale;
- (h). § 209.011 Right of Redemption After Foreclosure;
- (i). § 209.0062 Alternative Payment Schedule for Certain Assessments;
- (j). § 209.00591 Board Membership;
- (k). § 209.00593 Election of Board Members;
- (l). § 209.0051 Open Board Meetings;
- (m). § 209.0042 Methods of Providing Notices to Owners;

- (n). § 209.0056 Notice of Election or Association Vote;
- (o). § 209.0059 Right to Vote;
- (p). § 209.00592 Voting; Quorum;
- (q). § 209.0058 Ballots;
- (r). § 209.0057 Recount of Votes;
- (s). § 209.00594 Tabulation of and Access to Ballots;
- (t). § 209.005 Association Records;
- (u). § 209.0052 Association Contracts;
- (v). §202.020 Certain Sales of Beverages by Children; and
- (w). §202.010 Regulation of Solar Energy Devices.

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CERTIFICATION

I, the undersigned certify:

That I am the duly elected and acting President of the Blue Branch Ranch Property Owners Association, Inc., a Texas non-profit corporation; and

That the foregoing REVISED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS for Blue Branch Ranch was duly adopted by the express written consent of the Board of Directors for the Blue Branch Ranch Property Owners Association, Inc. and by the Members holding at least fifty one percent (51%) of the total votes allocated to the property Owners entitled to vote on the Amendment of the Declaration on the 9th day of December, 2020.

In witness, I have subscribed my name this 29 day of DECEMBER, 2020.

Steve Chernenko
President

STEPHEN CHERNENKO
Printed Name

Attest:

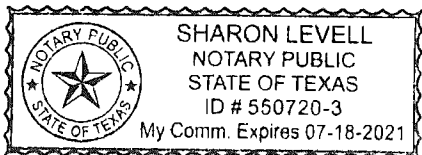
Evelyn Ferguson
Secretary

Evelyn Ferguson
Printed Name

STATE OF TEXAS §

COUNTY OF HOOD §

This instrument was acknowledged before me on this 29 day of December, 2020, by Steve Chernenko as the President of Blue Branch Ranch Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Sharon Levell
NOTARY PUBLIC, STATE OF TEXAS

SIGNATURE PAGES TO IMMEDIATELY FOLLOW EXHIBIT "A".

EXHIBIT "A"

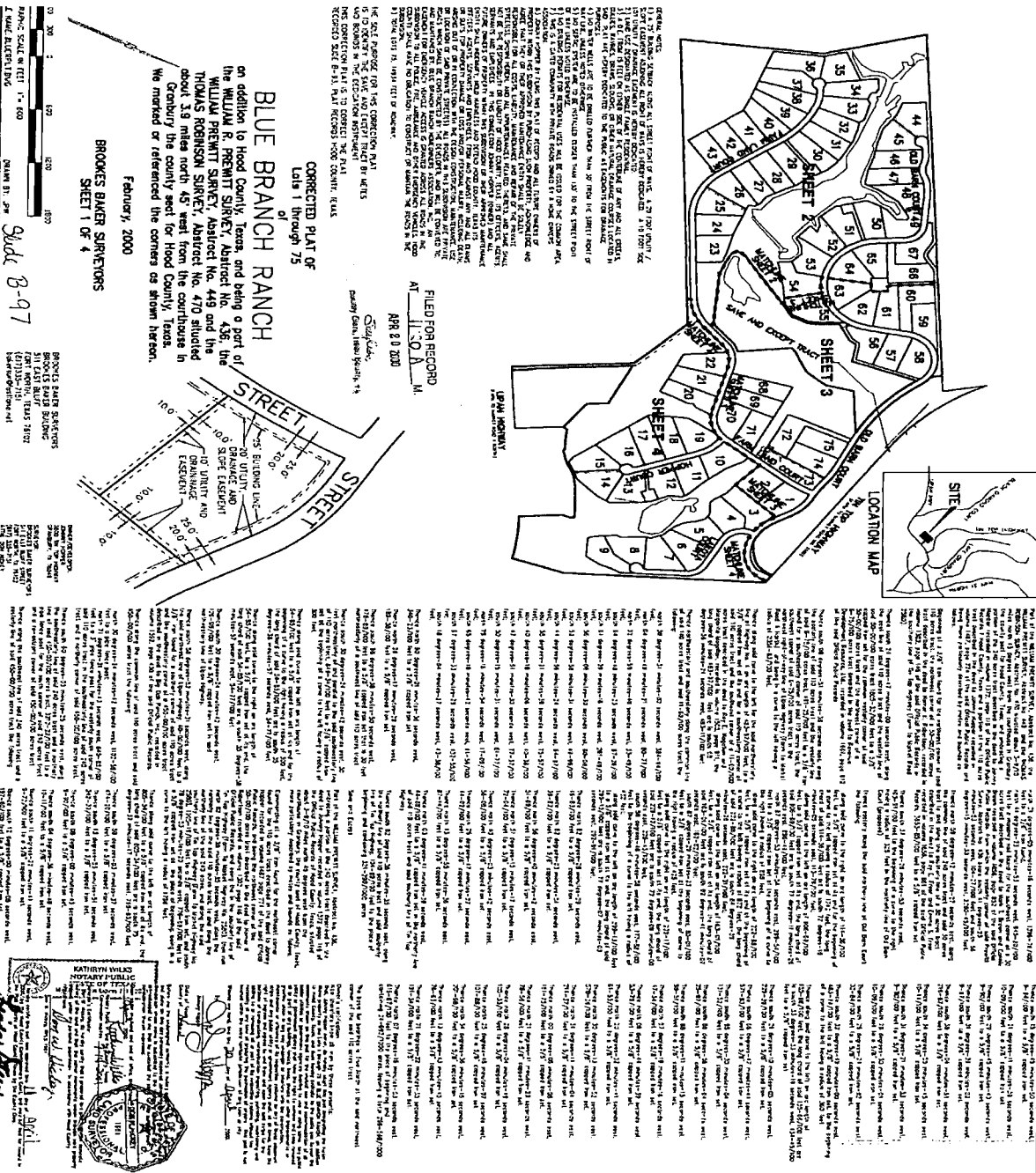


EXHIBIT "A"

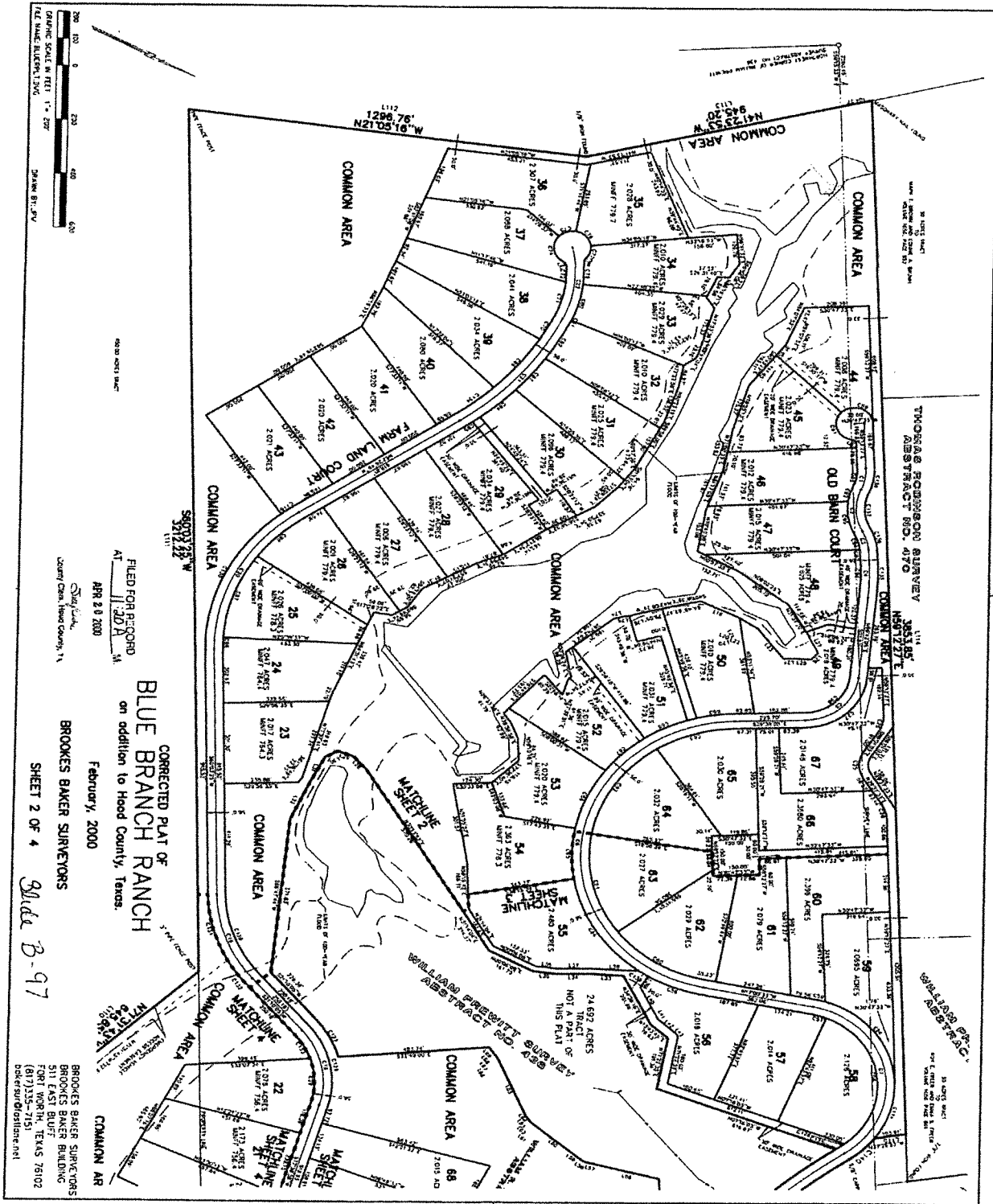


EXHIBIT "A"

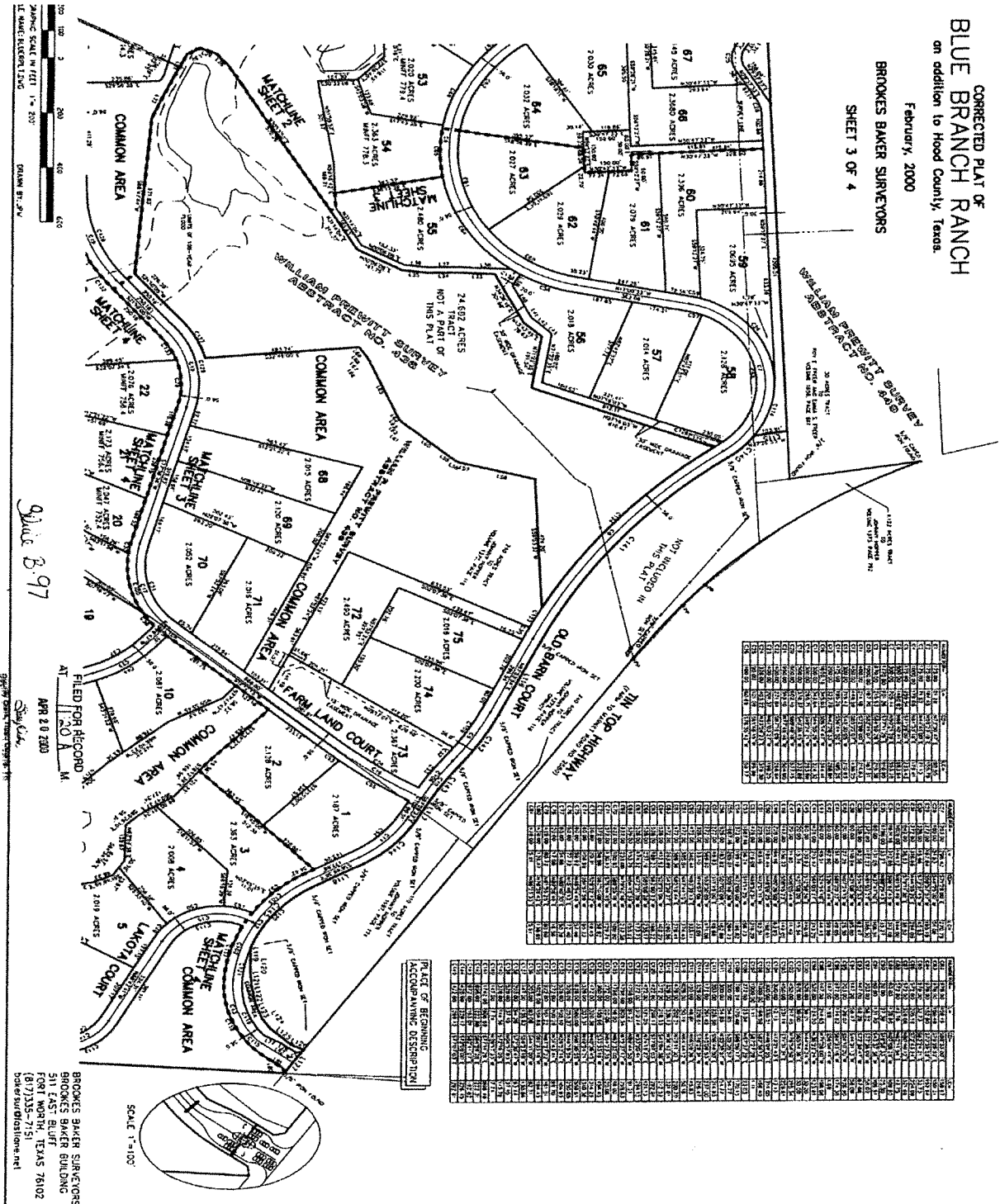
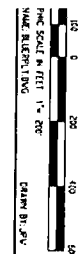
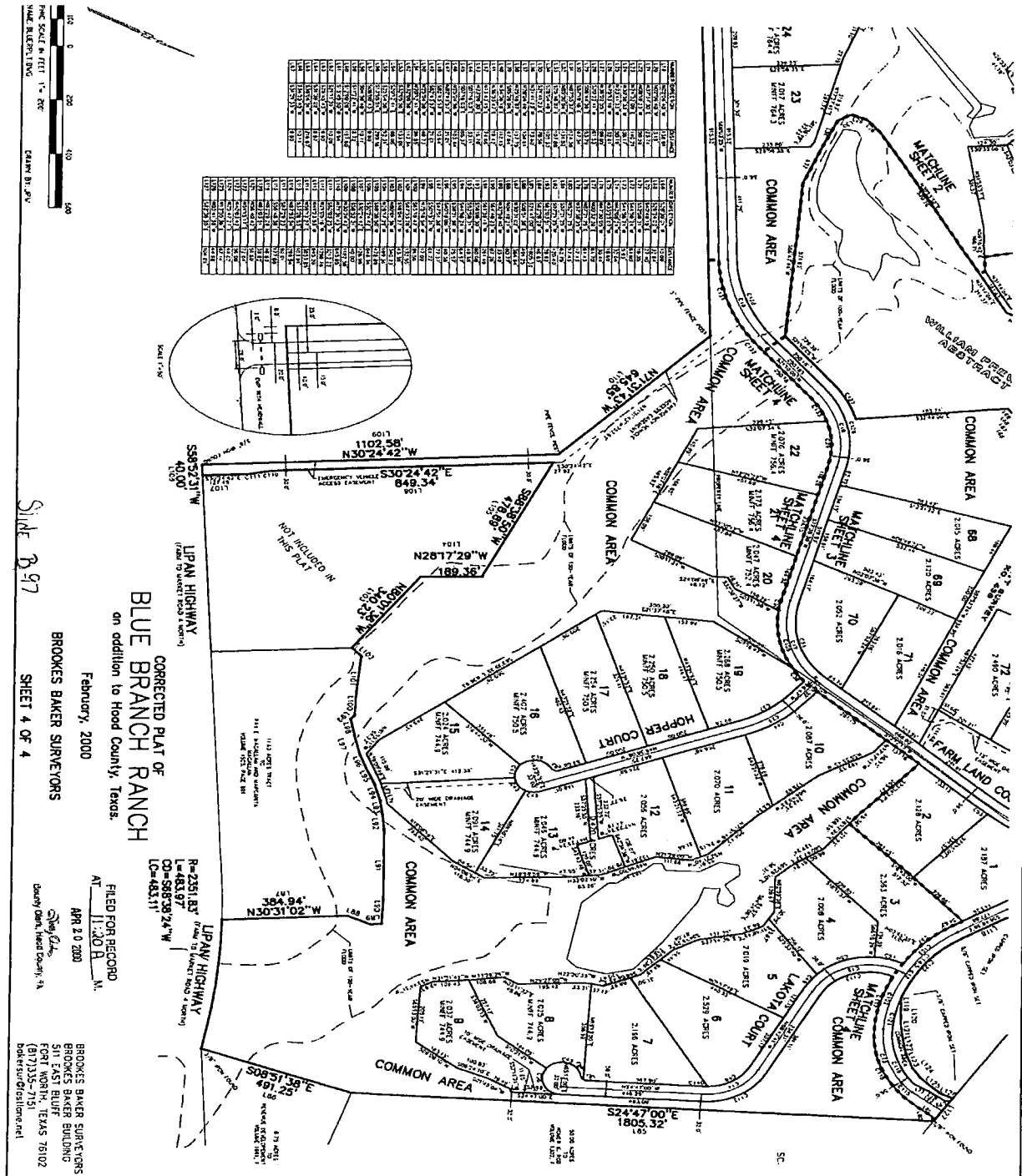


EXHIBIT "A"



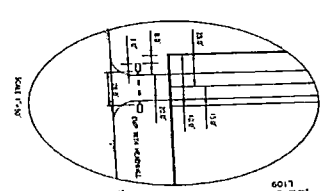
Slide D-97

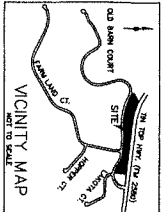
**CORRECTED PLAT OF
BLUE BRANCH RANCH**
an addition to Hood County, Texas.
February, 2000
BROOKES BAKER SURVEYORS
SHEET 4 OF 4

FILED FOR RECORD
AT 11:30 A.M.
APR 20 2000
Survey Clerk
Dorothy Dean, Hood County, TX

BROOKES BAKER SURVEYORS
BROOKES BAKER BUILDING
511 EAST BLUFF
FORT WORTH, TEXAS 76102
(817)335-7151
brokes@dishware.net

LOT	ACRES	BEARING	DISTANCE
1	2.08	N 112° 00' 00" W	100.00
2	2.08	N 112° 00' 00" W	100.00
3	2.08	N 112° 00' 00" W	100.00
4	2.08	N 112° 00' 00" W	100.00
5	2.08	N 112° 00' 00" W	100.00
6	2.08	N 112° 00' 00" W	100.00
7	2.08	N 112° 00' 00" W	100.00
8	2.08	N 112° 00' 00" W	100.00
9	2.08	N 112° 00' 00" W	100.00
10	2.08	N 112° 00' 00" W	100.00
11	2.08	N 112° 00' 00" W	100.00
12	2.08	N 112° 00' 00" W	100.00
13	2.08	N 112° 00' 00" W	100.00
14	2.08	N 112° 00' 00" W	100.00
15	2.08	N 112° 00' 00" W	100.00
16	2.08	N 112° 00' 00" W	100.00
17	2.08	N 112° 00' 00" W	100.00
18	2.08	N 112° 00' 00" W	100.00
19	2.08	N 112° 00' 00" W	100.00
20	2.08	N 112° 00' 00" W	100.00
21	2.08	N 112° 00' 00" W	100.00
22	2.08	N 112° 00' 00" W	100.00
23	2.08	N 112° 00' 00" W	100.00
24	2.08	N 112° 00' 00" W	100.00





GENERAL NOTES:

- 1) THIS IS A SURVEY OF THE LAND AND NOT A SURVEY OF THE BUILDINGS THEREON. THE SURVEYOR HAS NOT INSPECTED THE BUILDINGS AND HAS NOT DETERMINED WHETHER THEY CONFORM WITH THE PLAT. THE SURVEYOR IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.
- 2) THE SURVEYOR HAS NOT INSPECTED THE LAND AND HAS NOT DETERMINED WHETHER IT IS SUITABLE FOR THE PURPOSES INTENDED THEREBY.
- 3) THE SURVEYOR HAS NOT INSPECTED THE LAND AND HAS NOT DETERMINED WHETHER IT IS SUITABLE FOR THE PURPOSES INTENDED THEREBY.
- 4) THE SURVEYOR HAS NOT INSPECTED THE LAND AND HAS NOT DETERMINED WHETHER IT IS SUITABLE FOR THE PURPOSES INTENDED THEREBY.
- 5) THE SURVEYOR HAS NOT INSPECTED THE LAND AND HAS NOT DETERMINED WHETHER IT IS SUITABLE FOR THE PURPOSES INTENDED THEREBY.

BOUNDARY - CURVE TABLE

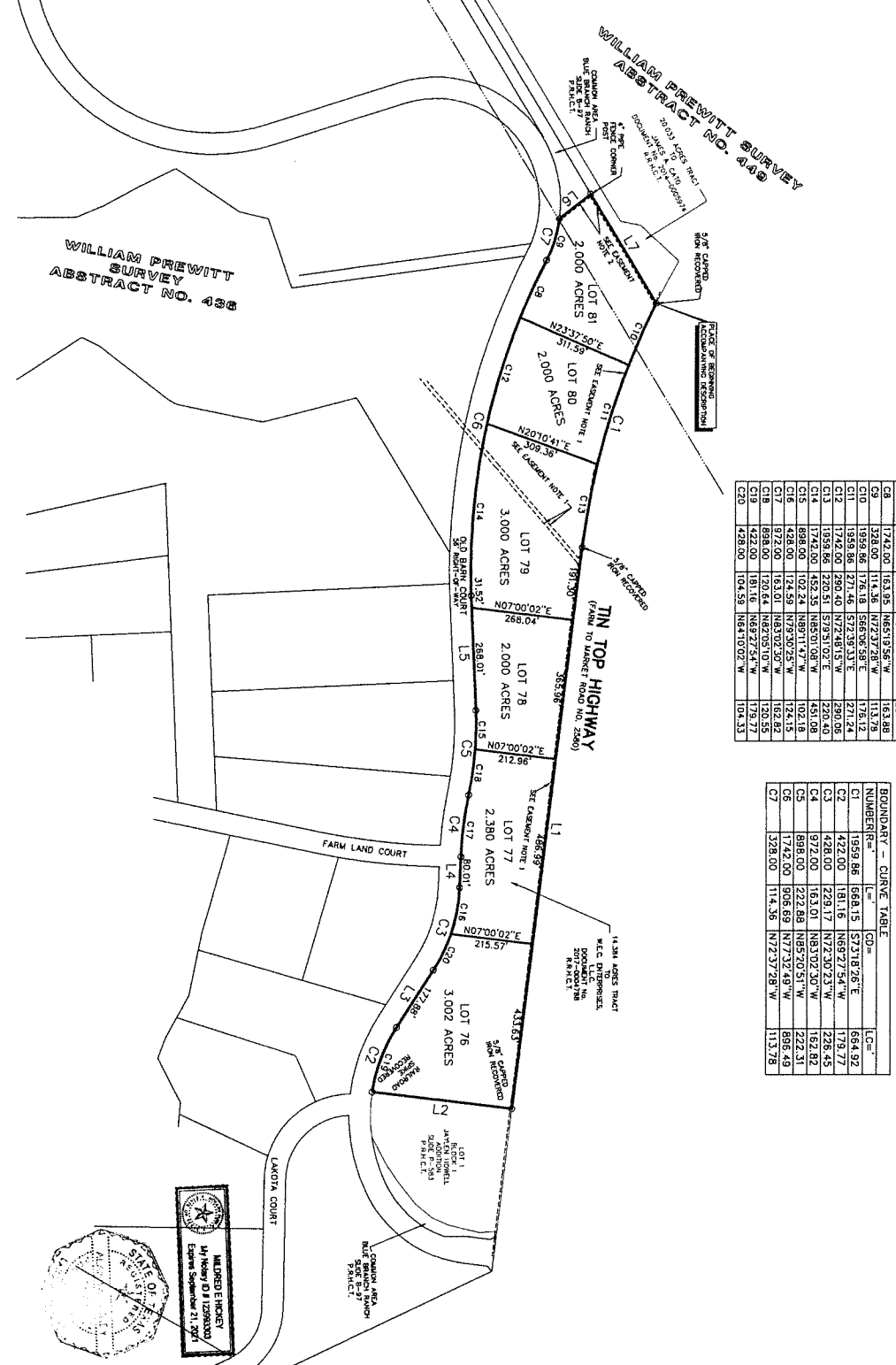
NUMBER	INCHES	FEET	DEGREES	MINUTES	SECONDS	LC=
C1	1959.86	568.15	S73°18'28"E			654.92
C2	422.00	128.16	N69°27'54"W			179.77
C3	428.00	123.01	N72°30'23"W			226.45
C4	972.00	283.01	N63°02'30"W			162.82
C5	898.00	222.88	N65°20'51"W			222.31
C6	1742.00	505.69	N17°32'48"W			895.49
C7	328.00	114.36	N72°37'28"W			113.78

BOUNDARY - CURVE TABLE

NUMBER	INCHES	FEET	DEGREES	MINUTES	SECONDS	LC=
C1	1959.86	568.15	S73°18'28"E			654.92
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C6	1742.00	505.69	N17°32'48"W			895.49
C7	328.00	114.36	N72°37'28"W			113.78

EXPLANATORY NOTES:

- 1) THE SURVEYOR HAS NOT INSPECTED THE LAND AND HAS NOT DETERMINED WHETHER IT IS SUITABLE FOR THE PURPOSES INTENDED THEREBY.
- 2) THE SURVEYOR HAS NOT INSPECTED THE LAND AND HAS NOT DETERMINED WHETHER IT IS SUITABLE FOR THE PURPOSES INTENDED THEREBY.
- 3) THE SURVEYOR HAS NOT INSPECTED THE LAND AND HAS NOT DETERMINED WHETHER IT IS SUITABLE FOR THE PURPOSES INTENDED THEREBY.
- 4) THE SURVEYOR HAS NOT INSPECTED THE LAND AND HAS NOT DETERMINED WHETHER IT IS SUITABLE FOR THE PURPOSES INTENDED THEREBY.
- 5) THE SURVEYOR HAS NOT INSPECTED THE LAND AND HAS NOT DETERMINED WHETHER IT IS SUITABLE FOR THE PURPOSES INTENDED THEREBY.



FINAL PLAT

Lots 76 through 81 of BLUE BRANCH RANCH, an addition to Hood County, Texas and being a part of the WILLIAM PREWITT SURVEY, Abstract No. 436 and the WILLIAM PREWITT SURVEY, Abstract No. 449, situated in Hood County, Texas.

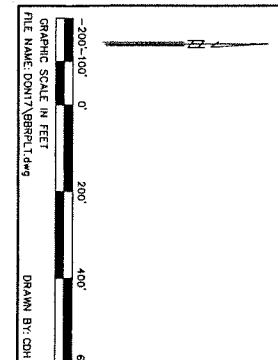
We marked the corners as shown hereon. The basis for bearings is the Texas Coordinate System North Central Zone NAD 83 (2011). The lengths shown hereon are horizontal ground lengths. Surveyed on the ground February 3, 2017.

BROOKES BAKER SURVEYORS

OWNER:
WEC ENTERPRISES, LLC
WELDON ERIC CARTER
PO BOX 5163
MIDLAND, TEXAS 79710

FILED FOR RECORD
AT MIDLAND, TEXAS
NOV 14 2017
Clerk of Hood County, TX

FILED this the 14th day of November 2017
SLIDE P. 122 PLAT RECORDS OF HOOD COUNTY, TEXAS



GRAPHIC SCALE IN FEET
DRAWN BY: GJM

2021 0002607-02/09/2021 09:16:08 AM

OWNER:
WEC ENTERPRISES, LLC
WELDON ERIC CARTER
PO BOX 5163
MIDLAND, TEXAS 79710

Each of the Affected Lot owners, by their signatures hereto, hereby approve, ratify and consent to all of the amendments to the Declaration as set forth herein.

Affected Lot 20 – Owner – William L. Castleberry and wife, Kathy D. Castleberry

William L. Castleberry

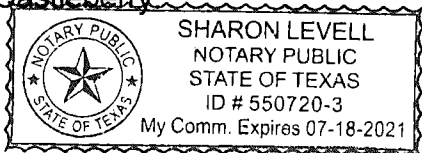
William L. Castleberry

Kathy D. Castleberry

Kathy D. Castleberry

STATE OF TEXAS §
COUNTY OF HOOD §

This instrument was acknowledged before me on January 7, 2021, by William L. Castleberry.

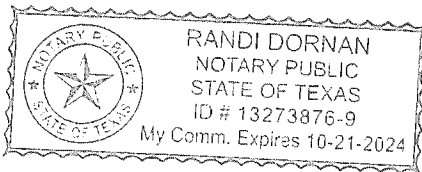


Sharon Levell

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
COUNTY OF HOOD §

This instrument was acknowledged before me on January 8, 2021, by Kathy D. Castleberry.

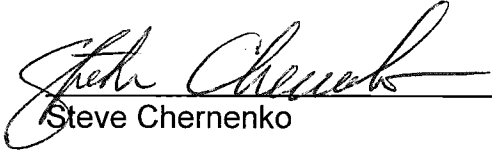



Randi Dornan

NOTARY PUBLIC, STATE OF TEXAS

Each of the Affected Lot owners, by their signatures hereto, hereby approve, ratify and consent to all of the amendments to the Declaration as set forth herein.

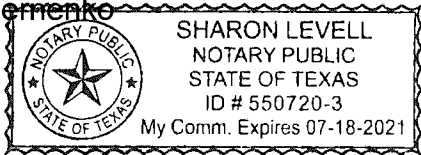
Affected Lots 37, 38, (37R) – Owner – Steve Chernenko and wife, Julie Chernenko


Steve Chernenko


Julie Chernenko

STATE OF TEXAS §
COUNTY OF HOOD §

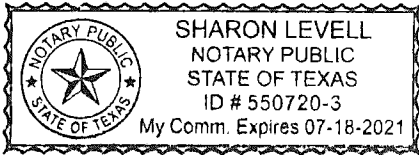
This instrument was acknowledged before me on December 29, 2020, by Steve Chernenko

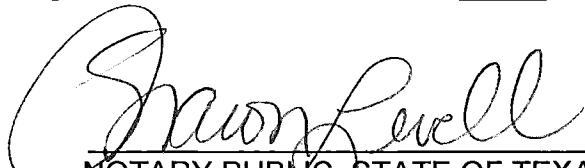



NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
COUNTY OF HOOD §

This instrument was acknowledged before me on December 29, 2020, by Julie Chernenko.



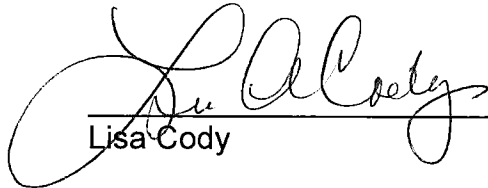

NOTARY PUBLIC, STATE OF TEXAS

Each of the Affected Lot owners, by their signatures hereto, hereby approve, ratify and consent to all of the amendments to the Declaration as set forth herein.

Affected Lot 29 – Owner – William F. Cody and wife, Lisa Cody



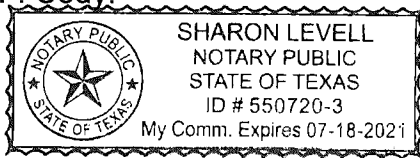
William F. Cody



Lisa Cody

STATE OF TEXAS §
COUNTY OF HOOD §

This instrument was acknowledged before me on ^{February} ~~January~~ 8, 2021, by William F. Cody.

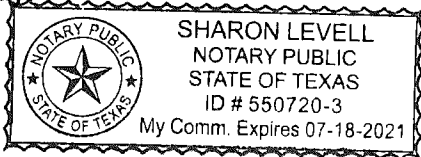


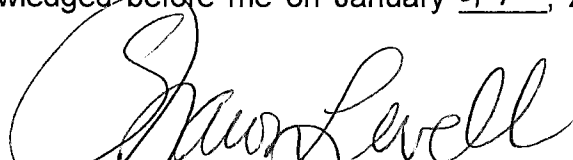


NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
COUNTY OF HOOD §

This instrument was acknowledged before me on January 27, 2021, by Lisa Cody.

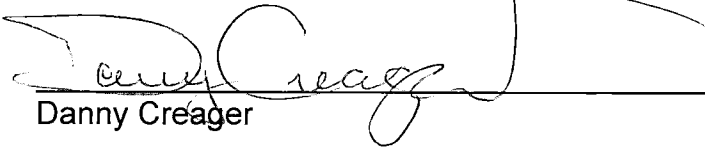




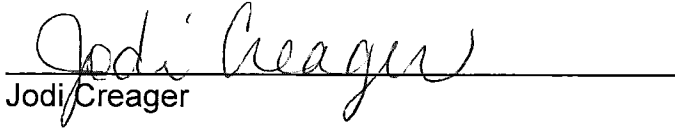
NOTARY PUBLIC, STATE OF TEXAS

Each of the Affected Lot owners, by their signatures hereto, hereby approve, ratify and consent to all of the amendments to the Declaration as set forth herein.

Affected Lot 2 – Owner – Danny Creager and wife, Jodi Creager



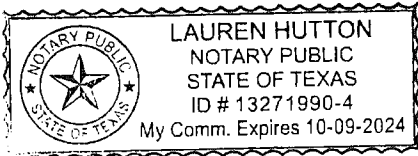
Danny Creager



Jodi Creager

STATE OF TEXAS §
COUNTY OF HOOD §

This instrument was acknowledged before me on January 22, 2021, by Danny Creager.

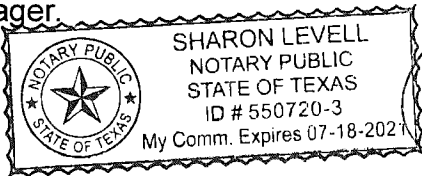




NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
COUNTY OF HOOD §

This instrument was acknowledged before me on January 22, 2021, by Jodi Creager.





NOTARY PUBLIC, STATE OF TEXAS

Each of the Affected Lot owners, by their signatures hereto, hereby approve, ratify and consent to all of the amendments to the Declaration as set forth herein.

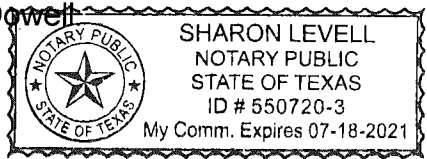
Affected Lot 49 – Owner – Jeryl P. Dowell and wife, Amy L. Dowell

Jeryl P. Dowell
Jeryl P. Dowell

Amy L. Dowell
Amy L. Dowell

STATE OF TEXAS §
COUNTY OF HOOD §

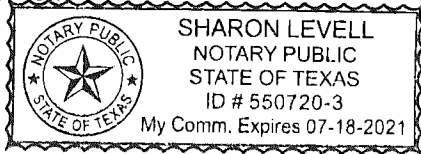
This instrument was acknowledged before me on February 8, 2021, by Jeryl P. Dowell



Sharon Levell
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
COUNTY OF HOOD §

This instrument was acknowledged before me on February 8, 2021, by Amy L. Dowell





Sharon Levell
NOTARY PUBLIC, STATE OF TEXAS

Each of the Affected Lot owners, by their signatures hereto, hereby approve, ratify and consent to all of the amendments to the Declaration as set forth herein.

Affected Lot 36 – Owner – KBF Revocable Trust, Michael Farrell and Ilse Farrell, Trustees

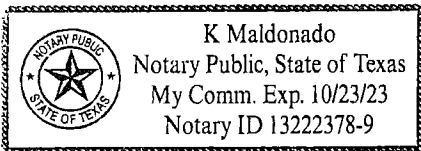
KBF Revocable Trust

By: 
Michael Farrell, Trustee

By: 
Ilse Farrell, Trustee

STATE OF TEXAS §
COUNTY OF HOOD §

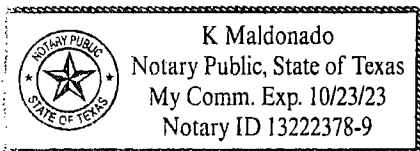
This instrument was acknowledged before me on December 30, 2020, by Michael Farrell, Trustee of the KBF Revocable Trust, on behalf of said Trust.




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STATE OF TEXAS §
COUNTY OF HOOD §


This instrument was acknowledged before me on December 30, 2020, by Ilse Farrell, Trustee of the KBF Revocable Trust, on behalf of said Trust.

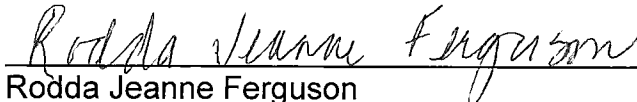



NOTARY PUBLIC, STATE OF TEXAS

Each of the Affected Lot owners, by their signatures hereto, hereby approve, ratify and consent to all of the amendments to the Declaration as set forth herein.

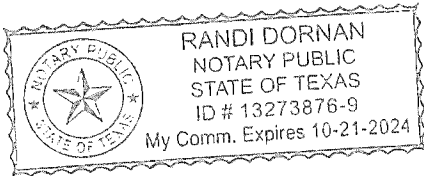
Affected Lot 58 – Owner – Thomas W. Ferguson and wife, Rodda Jeanne Ferguson


Thomas W. Ferguson


Rodda Jeanne Ferguson

STATE OF TEXAS §
COUNTY OF HOOD §

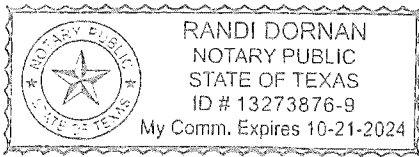
This instrument was acknowledged before me on January 7, 2021, by Thomas W. Ferguson.




NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
COUNTY OF HOOD §


This instrument was acknowledged before me on January 7, 2021, by Rodda Jeanne Ferguson.



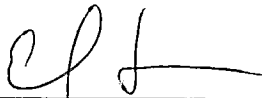

NOTARY PUBLIC, STATE OF TEXAS

Each of the Affected Lot owners, by their signatures hereto, hereby approve, ratify and consent to all of the amendments to the Declaration as set forth herein.

Affected Lot 45 – Owner – Garland Warren Ferguson and wife, Evelyn Ferguson



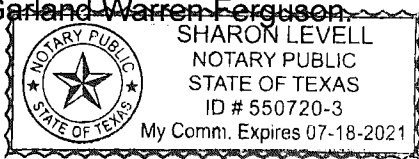
Garland Warren Ferguson

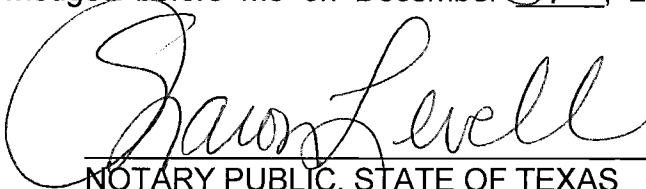


Evelyn Ferguson

STATE OF TEXAS §
COUNTY OF HOOD §

This instrument was acknowledged before me on December 31, 2020, by ~~Garland Warren Ferguson~~.

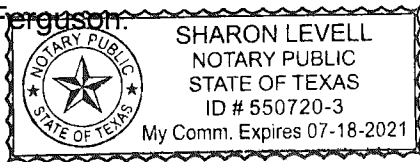




NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
COUNTY OF HOOD §

This instrument was acknowledged before me on December 31, 2020, by Evelyn ~~Ferguson~~.

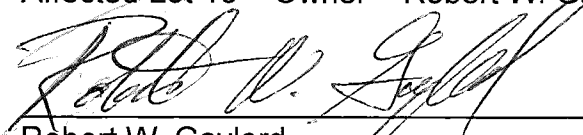




NOTARY PUBLIC, STATE OF TEXAS

Each of the Affected Lot owners, by their signatures hereto, hereby approve, ratify and consent to all of the amendments to the Declaration as set forth herein.

Affected Lot 18 – Owner – Robert W. Gaylord and wife, Sandra G. Gaylord



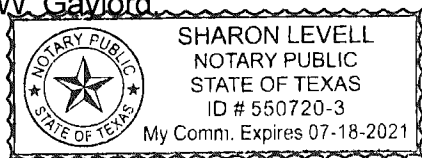
Robert W. Gaylord

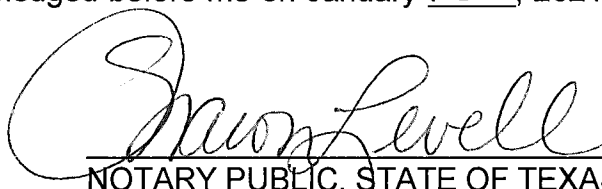


Sandra G. Gaylord

STATE OF TEXAS §
COUNTY OF HOOD §

This instrument was acknowledged before me on January 15, 2021, by Robert W. Gaylord

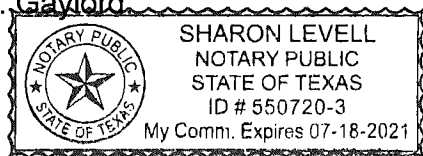


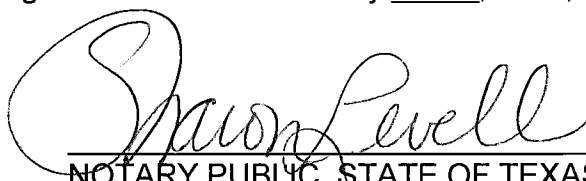


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STATE OF TEXAS §
COUNTY OF HOOD §

This instrument was acknowledged before me on January 15, 2021, by Sandra G. Gaylord





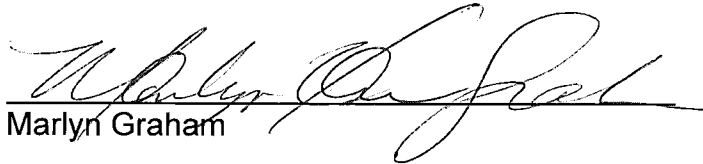
NOTARY PUBLIC, STATE OF TEXAS

Each of the Affected Lot owners, by their signatures hereto, hereby approve, ratify and consent to all of the amendments to the Declaration as set forth herein.

Affected Lot 7 – Owner – Bruce K. Graham and wife, Marlyn Graham



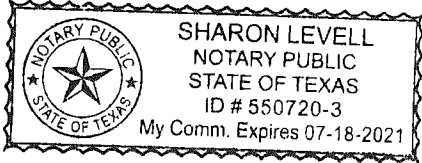
Bruce K. Graham

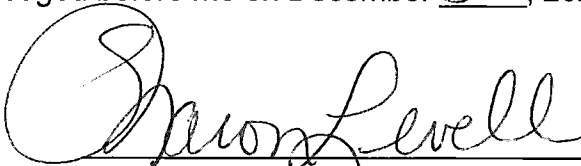


Marlyn Graham

STATE OF TEXAS §
COUNTY OF HOOD §

This instrument was acknowledged before me on December 30, 2020, by Bruce K. Graham.

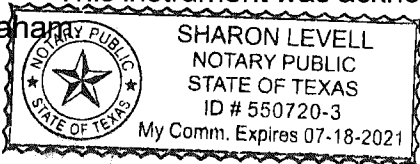


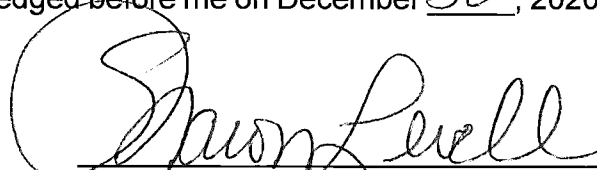


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STATE OF TEXAS §
COUNTY OF HOOD §

This instrument was acknowledged before me on December 30, 2020, by Marlyn Graham.





NOTARY PUBLIC, STATE OF TEXAS

Each of the Affected Lot owners, by their signatures hereto, hereby approve, ratify and consent to all of the amendments to the Declaration as set forth herein.

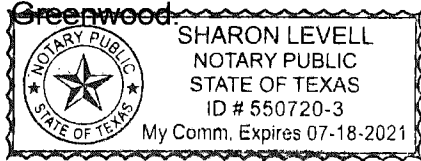
Affected Lots 21 & 22 – Owner – Gary R. Greenwood and wife, Cynthia M. Greenwood

Gary R. Greenwood
Gary R. Greenwood

Cynthia M. Greenwood
Cynthia M. Greenwood

STATE OF TEXAS §
COUNTY OF HOOD §

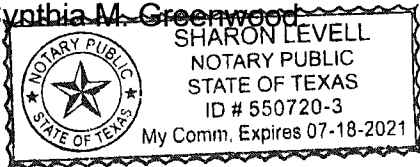
This instrument was acknowledged before me on December 30, 2020, by Gary R. Greenwood.



Sharon Levell
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
COUNTY OF HOOD §

This instrument was acknowledged before me on December 30, 2020, by Cynthia M. Greenwood.



Sharon Levell
NOTARY PUBLIC, STATE OF TEXAS

Each of the Affected Lot owners, by their signatures hereto, hereby approve, ratify and consent to all of the amendments to the Declaration as set forth herein.

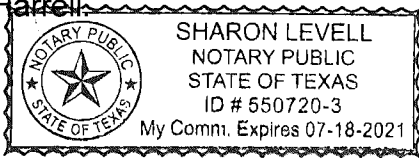
Affected Lot 25 – Owner – James E. Harrell and wife, Glenda G. Harrell

James E. Harrell
James E. Harrell

Glenda G. Harrell
Glenda G. Harrell

STATE OF TEXAS §
COUNTY OF HOOD §

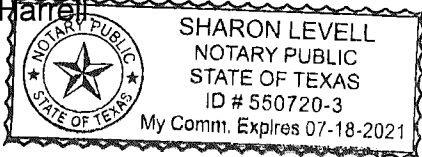
This instrument was acknowledged before me on January 5, 2021, by James E. Harrell.



Sharon Levell
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This instrument was acknowledged before me on January 5, 2021, by Glenda G. Harrell.

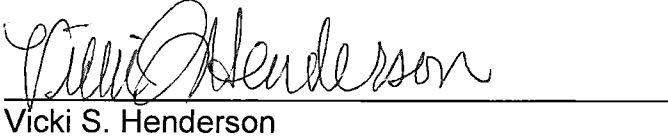


Sharon Levell
NOTARY PUBLIC, STATE OF TEXAS

Each of the Affected Lot owners, by their signatures hereto, hereby approve, ratify and consent to all of the amendments to the Declaration as set forth herein.

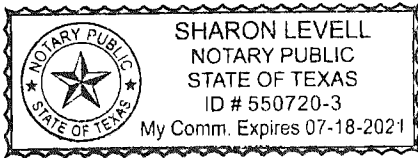
Affected Lot 73 – Owner – James Franklin Henderson, III and wife, Vicki S. Henderson


James Franklin Henderson, III


Vicki S. Henderson

STATE OF TEXAS §
COUNTY OF HOOD §

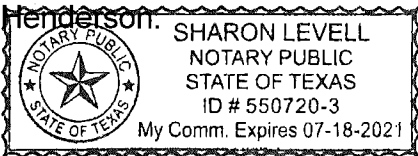
This instrument was acknowledged before me on December 29, 2020, by James Franklin Henderson, III.

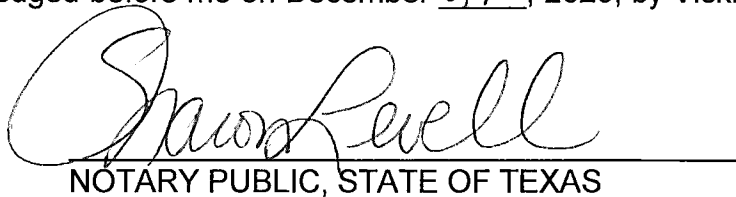



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STATE OF TEXAS §
COUNTY OF HOOD §

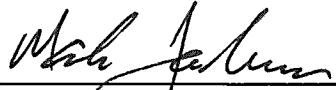
This instrument was acknowledged before me on December 29, 2020, by Vicki S. Henderson.





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Each of the Affected Lot owners, by their signatures hereto, hereby approve, ratify and consent to all of the amendments to the Declaration as set forth herein.

Affected Lot 35 – Owner – Mark Jackson and wife, Cindy Jackson



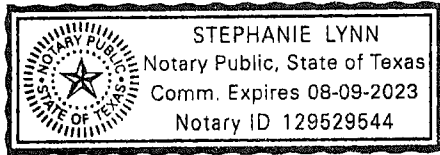
Mark Jackson



Cindy Jackson

STATE OF TEXAS §
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This instrument was acknowledged before me on December 29th, 2020, by Mark Jackson.

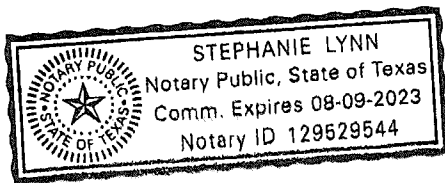




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STATE OF TEXAS §
COUNTY OF HOOD §

This instrument was acknowledged before me on December 29th, 2020, by Cindy Jackson.





NOTARY PUBLIC, STATE OF TEXAS

Each of the Affected Lot owners, by their signatures hereto, hereby approve, ratify and consent to all of the amendments to the Declaration as set forth herein.

Affected Lot 9 – Owner – John G. Knox and wife, Janice K. Knox

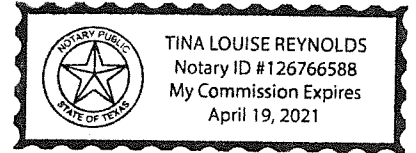
John G. Knox
John G. Knox

Janice K. Knox
Janice K. Knox

STATE OF TEXAS §
COUNTY OF HOOD §

This instrument was acknowledged before me on ~~December 14, 2020~~ ^{January 14, 2021}, by John G. Knox.

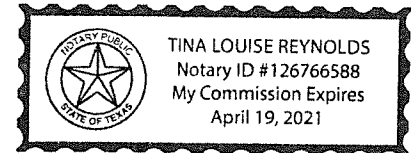
Tina Louise Reynolds
NOTARY PUBLIC, STATE OF TEXAS



STATE OF TEXAS §
COUNTY OF HOOD §

This instrument was acknowledged before me on ~~December 14, 2020~~ ^{January 14, 2021}, by Janice K. Knox.

Tina Louise Reynolds
NOTARY PUBLIC, STATE OF TEXAS



Each of the Affected Lot owners, by their signatures hereto, hereby approve, ratify and consent to all of the amendments to the Declaration as set forth herein.

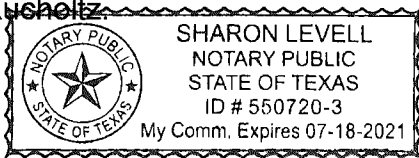
Affected Lot 28 – Owner – James Kucholtz and wife, Chris Kucholtz

James R. Kucholtz
James Kucholtz

Chris Kucholtz
Chris Kucholtz

STATE OF TEXAS §
COUNTY OF HOOD §

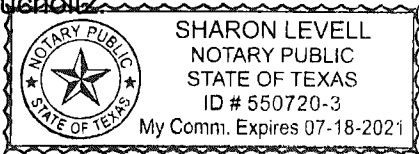
This instrument was acknowledged before me on January 26, 2021, by James Kucholtz.



Sharon Levell
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This instrument was acknowledged before me on January 25, 2021, by Chris Kucholtz.



Sharon Levell
NOTARY PUBLIC, STATE OF TEXAS

Each of the Affected Lot owners, by their signatures hereto, hereby approve, ratify and consent to all of the amendments to the Declaration as set forth herein.

Affected Lot 56 – Owner – Frank and Colleen Lima Family Trust, Frank Joseph Lima, Jr. and wife, Colleen Shawn Lima, Trustees

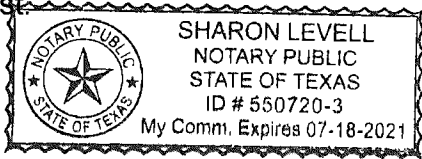
Frank and Colleen Lima Family Trust

By: [Signature]
Frank Joseph Lima, Jr., Trustee

By: [Signature]
Colleen Shawn Lima, Trustee

STATE OF TEXAS §
COUNTY OF HOOD §

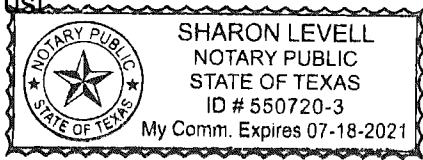
This instrument was acknowledged before me on December 29, 2020, by Frank Joseph Lima, Jr., Trustee of the Frank and Colleen Lima Family Trust, on behalf of said Trust.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
COUNTY OF HOOD §

This instrument was acknowledged before me on December 29, 2020, by Colleen Shawn Lima, Trustee of the Frank and Colleen Lima Family Trust, on behalf of said Trust.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

Each of the Affected Lot owners, by their signatures hereto, hereby approve, ratify and consent to all of the amendments to the Declaration as set forth herein.

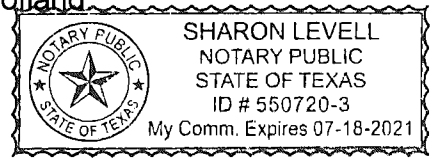
Affected Lot 1 – Owner – Randy S. Lofland and wife, Tama Lofland

Randy S. Lofland
Randy Lofland

Tama Lofland
Tama Lofland

STATE OF TEXAS §
COUNTY OF HOOD §

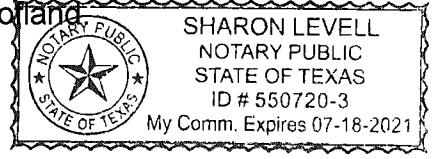
This instrument was acknowledged before me on January 15, 2021, by Randy Lofland.



Sharon Levell
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STATE OF TEXAS §
COUNTY OF HOOD §

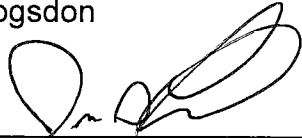
This instrument was acknowledged before me on January 15, 2021, by Tama Lofland.



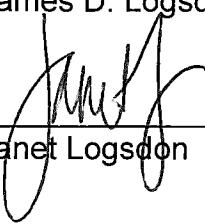
Sharon Levell
NOTARY PUBLIC, STATE OF TEXAS

Each of the Affected Lot owners, by their signatures hereto, hereby approve, ratify and consent to all of the amendments to the Declaration as set forth herein.

Affected Lots 68, 69, 70 & 71 – Owner – James D. Logsdon and wife, Janet Logsdon



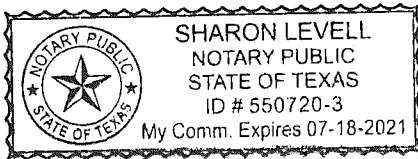
James D. Logsdon

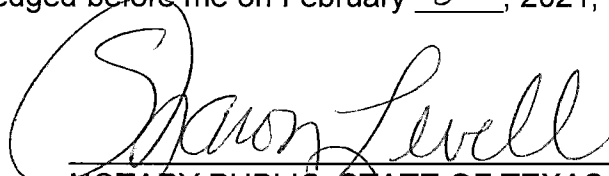


Janet Logsdon

STATE OF TEXAS §
COUNTY OF HOOD §

This instrument was acknowledged before me on February 8, 2021, by James D. Logsdon.

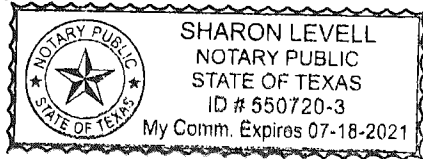


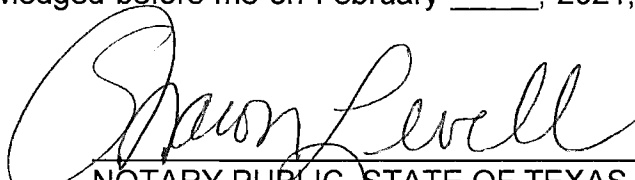


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COUNTY OF HOOD §

This instrument was acknowledged before me on February 8, 2021, by Janet Logsdon.





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Each of the Affected Lot owners, by their signatures hereto, hereby approve, ratify and consent to all of the amendments to the Declaration as set forth herein.

Affected Lot 48 – Owner – McClelland Revocable Living Trust, Lonnie McClelland and wife, Kim McClelland, Co-Trustees

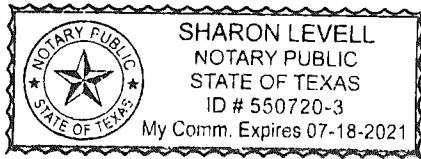
McClelland Revocable Living Trust

By: Lonnie McClelland
Lonnie McClelland, Co-Trustee

By: Kim McClelland
Kim McClelland, Co-Trustee

STATE OF TEXAS §
COUNTY OF HOOD §

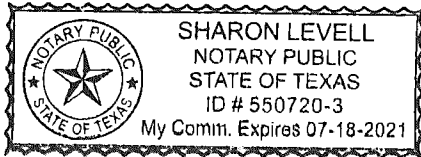
This instrument was acknowledged before me on January 20, 2021, by Lonnie McClelland, Co-Trustee of the McClelland Revocable Living Trust, on behalf of said Trust.



Sharon Levell
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
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This instrument was acknowledged before me on January 20, 2021, by Kim McClelland, Co-Trustee of the McClelland Revocable Living Trust, on behalf of said Trust.



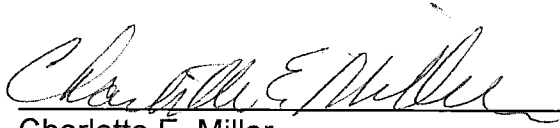
Sharon Levell
NOTARY PUBLIC, STATE OF TEXAS

Each of the Affected Lot owners, by their signatures hereto, hereby approve, ratify and consent to all of the amendments to the Declaration as set forth herein.

Affected Lot 42 – Owner – Kevin J. Miller and wife, Charlette E. Miller



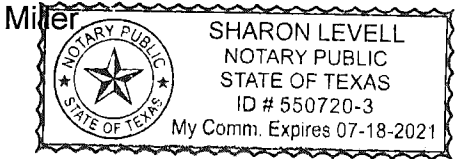
Kevin J. Miller

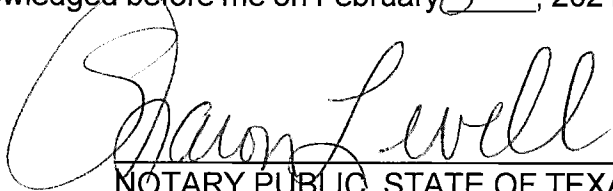


Charlette E. Miller

STATE OF TEXAS §
COUNTY OF HOOD §

This instrument was acknowledged before me on February 8, 2021, by Kevin J. Miller

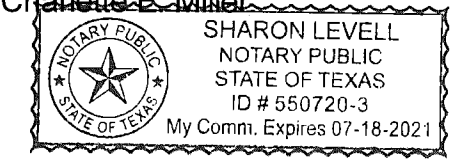




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STATE OF TEXAS §
COUNTY OF HOOD §

This instrument was acknowledged before me on February 8, 2021, by ~~Charlette E. Miller~~





NOTARY PUBLIC, STATE OF TEXAS

Each of the Affected Lot owners, by their signatures hereto, hereby approve, ratify and consent to all of the amendments to the Declaration as set forth herein.

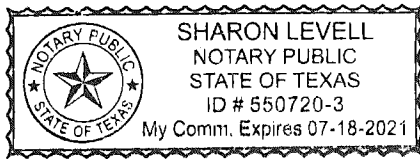
Affected Lot 55 – Owner – Morse Revocable Trust

Morse Revocable Trust

By: Cynthia E. Morse
Cynthia E. Morse, Trustee

STATE OF TEXAS §
COUNTY OF HOOD §


This instrument was acknowledged before me on January 13, 2021, by Cynthia E. Morse, Trustee of the Morse Revocable Trust, on behalf of said Trust.



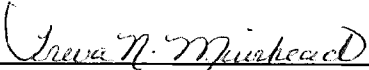
Sharon Levell
NOTARY PUBLIC, STATE OF TEXAS

Each of the Affected Lot owners, by their signatures hereto, hereby approve, ratify and consent to all of the amendments to the Declaration as set forth herein.

Affected Lot 52 – Owner – Brian R. Muirhead and wife, Treva N. Muirhead



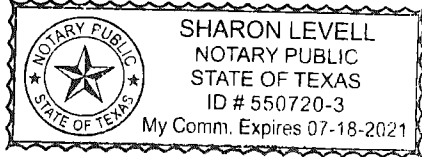
Brian R. Muirhead



Treva N. Muirhead

STATE OF TEXAS §
COUNTY OF HOOD §

This instrument was acknowledged before me on February 3, 2021, by Brian R. Muirhead.

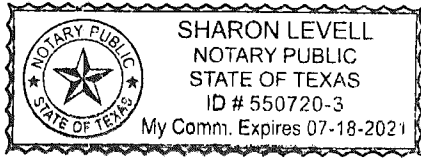


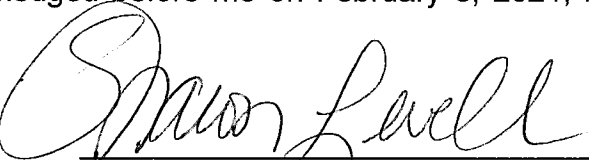


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This instrument was acknowledged before me on February 3, 2021, by Treva N. Muirhead.





NOTARY PUBLIC, STATE OF TEXAS

Each of the Affected Lot owners, by their signatures hereto, hereby approve, ratify and consent to all of the amendments to the Declaration as set forth herein.

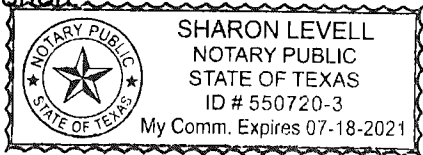
Affected Lot 17 – Owner – Chad Norton and wife, Carey Norton

Chad Norton
Chad Norton

Carey Norton
Carey Norton

STATE OF TEXAS §
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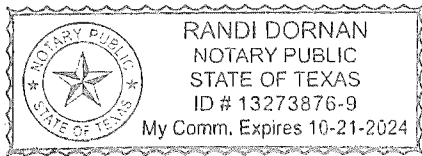
This instrument was acknowledged before me on January 4, 2021, by Chad Norton.



Sharon Levell
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
COUNTY OF HOOD §

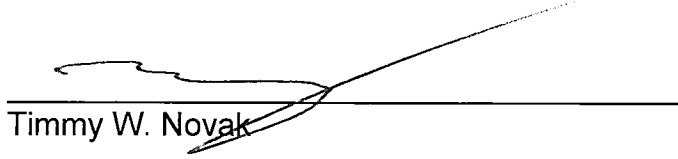
This instrument was acknowledged before me on January 4, 2021, by Carey Norton.




Randi Dornan
NOTARY PUBLIC, STATE OF TEXAS

Each of the Affected Lot owners, by their signatures hereto, hereby approve, ratify and consent to all of the amendments to the Declaration as set forth herein.

Affected Lot 54 – Owner – Timmy W. Novak and wife, Stephanie B. Novak



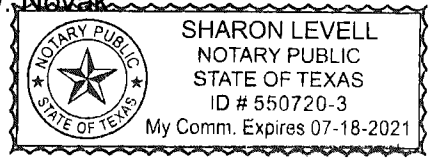
Timmy W. Novak

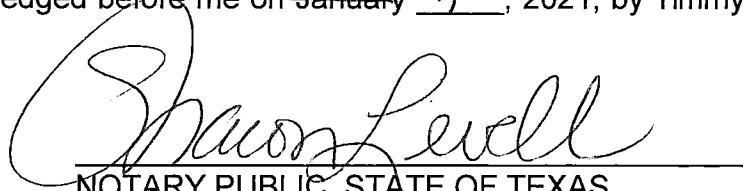


Stephanie B. Novak

STATE OF TEXAS §
COUNTY OF HOOD §

This instrument was acknowledged before me on ~~January~~ ^{February} 4, 2021, by Timmy W. Novak

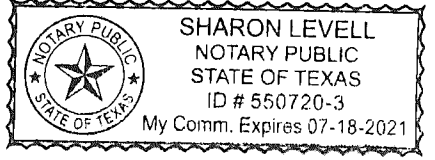


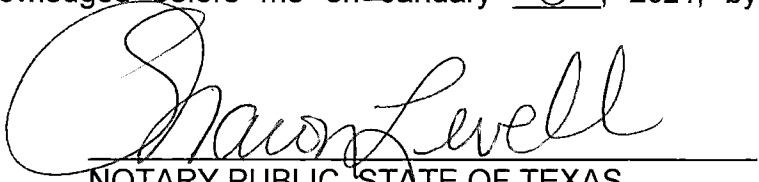


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STATE OF TEXAS §
COUNTY OF HOOD §

This instrument was acknowledged before me on ~~January~~ ^{February} 3, 2021, by Stephanie B. Novak.

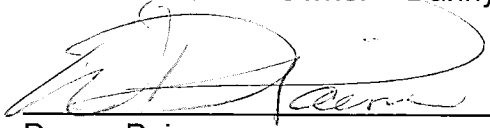




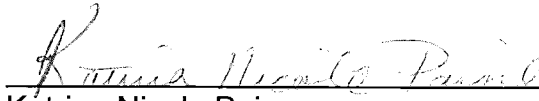
NOTARY PUBLIC, STATE OF TEXAS

Each of the Affected Lot owners, by their signatures hereto, hereby approve, ratify and consent to all of the amendments to the Declaration as set forth herein.

Affected Lot 44 – Owner – Danny Paine and wife, Katrina Nicole Paine



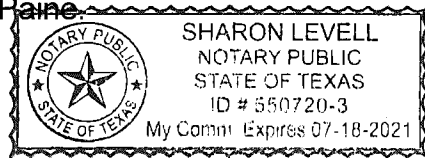
Danny Paine




Katrina Nicole Paine

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COUNTY OF HOOD §

This instrument was acknowledged before me on January 13, 2021, by Danny Paine.

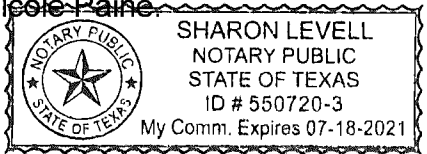


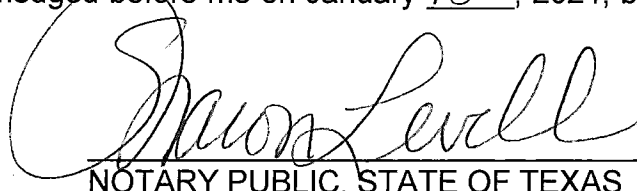


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COUNTY OF HOOD §

This instrument was acknowledged before me on January 13, 2021, by Katrina Nicole Paine.

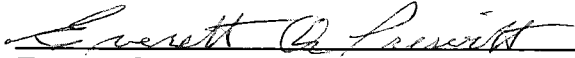




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Each of the Affected Lot owners, by their signatures hereto, hereby approve, ratify and consent to all of the amendments to the Declaration as set forth herein.

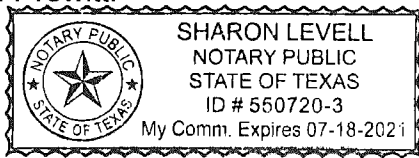
Affected Lot 64 – Owner – Everett Q. Prewitt

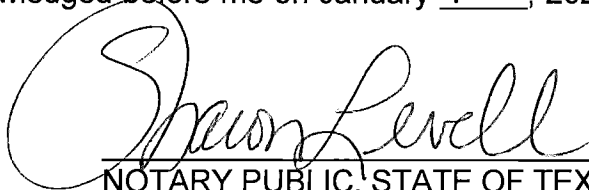


Everett Q. Prewitt

STATE OF TEXAS §
COUNTY OF HOOD §

This instrument was acknowledged before me on January 14, 2021, by Everett Q. Prewitt.






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Each of the Affected Lot owners, by their signatures hereto, hereby approve, ratify and consent to all of the amendments to the Declaration as set forth herein.

Affected Lot 27 – Owner – Gilbert S. Rollings and wife, Rebecca E. Rollings



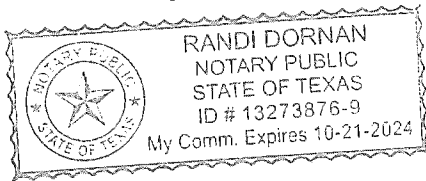
Gilbert S. Rollings



Rebecca E. Rollings

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This instrument was acknowledged before me on January 4, 2021, by Gilbert S. Rollings.

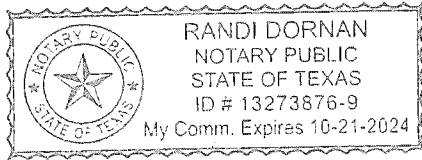




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STATE OF TEXAS §
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This instrument was acknowledged before me on January 4, 2021, by Rebecca E. Rollings.





NOTARY PUBLIC, STATE OF TEXAS

Each of the Affected Lot owners, by their signatures hereto, hereby approve, ratify and consent to all of the amendments to the Declaration as set forth herein.

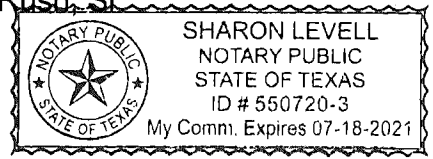
Affected Lot 39 – Owner – David W. Rush, Sr. and wife, Angela Rush

David W. Rush Sr.
David W. Rush, Sr.

Angela Rush
Angela Rush

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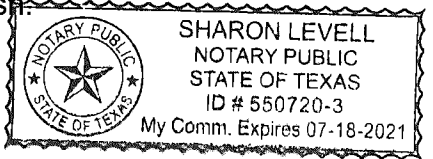
This instrument was acknowledged before me on January 18, 2021, by David W. Rush, Sr.



Sharon Levell
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STATE OF TEXAS §
COUNTY OF HOOD §

This instrument was acknowledged before me on ~~January~~ February 8, 2021, by Angela Rush.



Sharon Levell
NOTARY PUBLIC, STATE OF TEXAS

Each of the Affected Lot owners, by their signatures hereto, hereby approve, ratify and consent to all of the amendments to the Declaration as set forth herein.

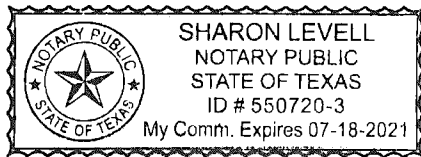
Affected Lot 65 – Owner – Theodore Joseph Scharfen, a single person



Theodore Joseph Scharfen, a single person

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This instrument was acknowledged before me on January 20, 2021, by Theodore Joseph Scharfen, a single person.





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Each of the Affected Lot owners, by their signatures hereto, hereby approve, ratify and consent to all of the amendments to the Declaration as set forth herein.

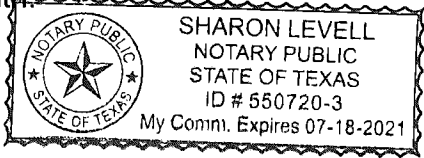
Affected Lot 30 – Owner – Lewis M. Smith and wife, Donna L. Smith

Lewis M. Smith
Lewis M. Smith

Donna L. Smith
Donna L. Smith

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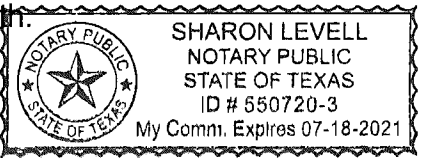
This instrument was acknowledged before me on January 28, 2021, by Lewis M. Smith.



Sharon Levell
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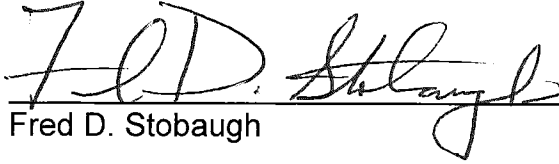
This instrument was acknowledged before me on January 28, 2021, by Donna Smith.



Sharon Levell
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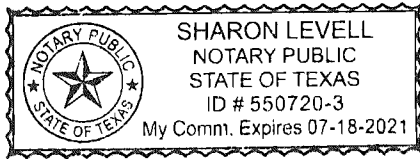
Each of the Affected Lot owners, by their signatures hereto, hereby approve, ratify and consent to all of the amendments to the Declaration as set forth herein.

Affected Lot 61 – Owner – Fred D. Stobaugh


Fred D. Stobaugh

STATE OF TEXAS §
COUNTY OF HOOD §

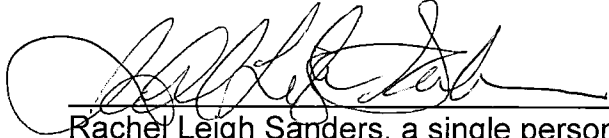
This instrument was acknowledged before me on January 14, 2021, by Fred D. Stobaugh.




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Each of the Affected Lot owners, by their signatures hereto, hereby approve, ratify and consent to all of the amendments to the Declaration as set forth herein.

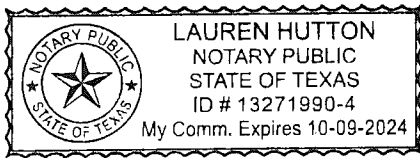
Affected Lot (3,4) 3R – Owner – Rachel Leigh Sanders, a single person



Rachel Leigh Sanders, a single person

STATE OF TEXAS §
COUNTY OF HOOD §

This instrument was acknowledged before me on January 22, 2021, by Rachel Leigh Sanders, a single person.





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Each of the Affected Lot owners, by their signatures hereto, hereby approve, ratify and consent to all of the amendments to the Declaration as set forth herein.

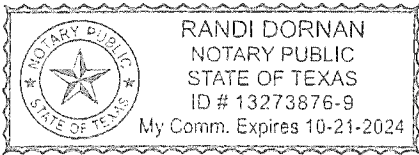
Affected Lot 50 – Owner – Donald Dale Wallace and wife, Judy Wallace

Donald Dale Wallace
Donald Dale Wallace

Judy Wallace
Judy Wallace

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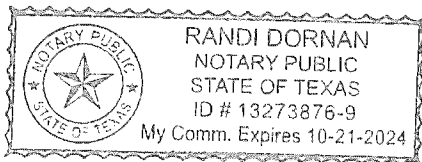
This instrument was acknowledged before me on December 29, 2020, by Donald Dale Wallace.



Randi Dornan
NOTARY PUBLIC, STATE OF TEXAS

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This instrument was acknowledged before me on December 29, 2020, by Judy Wallace.



Randi Dornan
NOTARY PUBLIC, STATE OF TEXAS

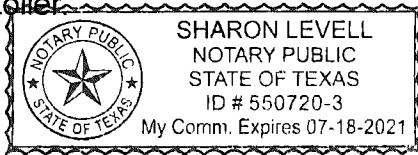
Each of the Affected Lot owners, by their signatures hereto, hereby approve, ratify and consent to all of the amendments to the Declaration as set forth herein.

Affected Lot 47 – Owner – Margaret Zoller, a single person

Margaret Zoller
Margaret Zoller, a single person

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This instrument was acknowledged before me on January 15, 2021, by Margaret Zoller.



Sharon Levell
NOTARY PUBLIC, STATE OF TEXAS