

**MASTER DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
DOBBIN MEADOWS**

**Riverway Title**  
**GF 210477-08**

This Declaration of Covenants, Conditions and Restrictions (the "Master Declaration") is made by Value Builders, Inc., a Texas corporation, hereinafter referred to as "Declarant".

**WITNESSETH:**

WHEREAS, Declarant is the contract purchaser of Lots 1- 40 paired lots or 80 individual lots, Block 1 and Lots 1- 37 paired lots or 74 individual lots, Block 2, in Enclave at Dobbin, Section One according the subdivision plat of record filed Cabinet Z, Sheets 6847-6849, Plat Records, Montgomery County, Texas (the "Property"). Riverwood Development, Inc, the current owner; and its Mortgagees join in this Declaration.

WHEREAS, Declarant and Association desire that the Property be subject to certain protective covenants and conditions, restrictions, liens and charges hereinafter set forth in this Master Declaration; and

WHEREAS, the Declarant desires to create and carry out a uniform plan for the improvement, development and sale of the Property for the benefit of the present and future owners of the Property, Declarant hereby adopts and establishes the following declaration of reservations, restrictions, covenants, conditions and easements to apply uniformly to the use, improvement, occupancy, and conveyance of all the Property.

**NOW, THEREFORE,** Declarant hereby declares that the **Property** shall be held, sold, conveyed and occupied subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and shall be binding on all parties having any right, title or interest in or to the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I**  
**DEFINITIONS**

Section 1. "Association" shall mean and refer to Dobbin Meadows Homeowners Association, Inc, a Texas nonprofit association.

Section 2. "Board of Directors" or "Board" shall mean the elected and governing body of the Association.

Section 3. "Common Area Lot" shall mean Reserve Lot A, Block 1 which is restricted from residential development and is not subject to assessments under this Declaration as a residential Lot. Declarant shall deed the Common Area Lot to the Association upon final

acceptance of the Subdivision by Montgomery County, Texas, and thereafter such Common Area Lots will be maintained by the Association.

Section 4. "Development Period" shall mean and refer to the period ending one (1) year after the last date when Residences complying with the Declaration have been constructed on all Residential Lots and have been initially occupied by Residents, as determined by the Declarant, or any earlier date designated in writing by the Declarant as the ending date for the Development Period.

Section 5. "Homebuilder" or "Builder" shall mean Value Builders, Inc. and any other homebuilder designated as such by Declarant.

Section 6. "Lot" shall mean each Lot described on Exhibit "A" with one-half (1/2) of a completed duplex building constructed thereon.

Section 7. "Maintenance Areas" shall mean all property now or hereafter maintained by the Association including, without limitation, the "Common Area Lots" and any improvements located thereon.

Section 8. "Member" shall mean and refer to a person or entity entitled to membership in the Association, as provided herein.

Section 9. "Mortgage" shall mean a lien interest in a Lot given to a creditor as security for repayment of a loan made to the Owner.

Section 10. "Mortgagee" shall mean a beneficiary of a Mortgage.

Section 11. "Mortgagor" shall mean the trustor of a Mortgage.

Section 12. "Owner" shall mean and refer to one or more persons or entities who own the record title to any Lot which is a part of the Property, but excluding in all cases any party holding an interest merely as a security for the performance of an obligation.

Section 13. "Person" means a natural person, corporation, partnership, trustee, or other legal entity.

Section 14. "Restrictions" shall mean, collectively, this Master Declaration, together with all Amendments to the Master Declaration, the Association's Certificate of Formation, Bylaws and the Rules and Regulations described in Article V, Section 1, all as may be amended from time to time.

Section 15. "Amendment" shall mean an amendment to this Master Declaration which may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the property submitted by that Amendment to the provisions of this Master Declaration or to add/annex additional Property into the Association.

Section 16. "Supplemental Master Declaration" shall mean and refer to any declaration of covenants, conditions or restrictions which may be recorded hereafter to subject any portion of the Property to further covenants, conditions or restrictions, or the add additional Lots to the Property.

## **ARTICLE II**

### **PROPERTY SUBJECT TO THIS DECLARATION**

**Section 1. Master Declarations.** The Property and the Lots are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Master Declaration. The covenants, restrictions and provisions of the Master Declaration shall run with and bind the Property and shall inure to the benefit of the owners of the lands subject to the Master Declaration, their respective legal representatives, heirs, successors and assigns.

**Section 2. Additions to Existing Property.** Additional property may become subject to this Declaration during the Development Period by Declarant's annexation of additional Lots within Enclave at Dobbin, Section Two, according the subdivision plat of record to be filed in the Plat Records of Montgomery County, Texas. After the Development Period, the Association may add or annex additional residential Lots or common areas to the scheme of this Declaration, provided such annexation is approved in writing by the owner of the property to be annexed, and the affirmative vote of a majority of the Members (defined in Article III, Section 1) at a meeting of Members called for such purpose.

## **ARTICLE III**

### **THE ASSOCIATION**

**Section 1. Organization.** Declarant has caused the formation and incorporation of the Association, which is a Texas nonprofit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its Certificate of Formation, Bylaws or in this Master Declaration.

**Section 2. Membership.** Every Owner shall be deemed to have a membership in the Association, and shall remain a member thereof until the Owner's ownership ceases for any reason, at which time the Owner's membership in the Association shall automatically cease. Each Owner's membership in the Association shall be appurtenant to and shall automatically follow the legal ownership of the Lot and may not be separated from such ownership. Whenever the legal ownership of a Lot passes from one person to another, by whatever means, it shall not be necessary in any instrument to provide for transfer of membership in the Association, and no certificate of membership will be issued.

**Section 3. Voting.** The Association shall have two classes of membership, Class "A" and Class "B", as follows:

- (a) **Class "A".** Class "A" Members shall be all Owners of Lots with the exception of the Class "B" Members, if any. Class "A" Members shall be entitled

to one (1) vote in the Association for each Lot it owns in the Property. When more than one person holds an interest or interests in the Property, all such persons shall be Members, and the votes for such portion of the Property shall be exercised as they among themselves determine.

(b) Class "B". The Class "B" Members shall be the Declarant or a Builder and any successor of Declarant who takes title for the purpose of development and sale and who is designated as such in a recorded instrument executed by Declarant. The Class "B" Members shall be entitled to ten (10) votes in the Association for each Lot it owns in the Property. The Class "B" membership shall cease and become converted to Class "A" membership on the happening of the earlier of the following events:

- (1) Ten (10) years after the date of the first conveyance of a Lot to a person other than Declarant.
- (2) One (1) year following the conveyance of the last Lots with any portion of a duplex building constructed upon them by Builder;
- (3) When Declarant, in its sole discretion, so chooses.

Thereafter, the Class "B" Members shall be deemed to be Class "A" Members entitled to the vote(s) set out above. At such time, the Declarant shall call a meeting, as provided in the Bylaws of the Association for special meetings to advise the membership of the termination of Class "B" status.

#### **ARTICLE IV** **MAINTENANCE**

Section 1. Association's Responsibility for all Lots. The Association shall inspect, maintain and keep in good repair the Maintenance Areas in the Property, the right-of-way, medians, entry strips, drainage easements inside the subdivision, signs and lighting systems owned by the Association. The Association shall inspect, maintain, repair, and replace the Common Areas, if any, in the Property. To enhance the appearance of the subdivision and the Lots, the Association shall also be responsible for maintaining the front and side yards in front of any privacy fencing, including mowing, pruning trees and shrubs, replacing dead trees and plants and maintaining plants in existing and defined beds containing irrigation systems. The irrigation system installed shall serve all Lots and shall include separate water and electric meter in the name of the Association and shall be maintained and paid for by the Association as a common expense of all Lot owners.

Section 2. Owner's Responsibility. Owners and occupants (including lessees) of any Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to repair damage to irrigation sprinkler heads caused by them or any guest(s) or invitee(s) of either. Owners and occupants (including lessees) of any Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to maintain the back yards, including mowing,

pruning trees and shrubs and maintaining plants in existing and defined beds, and shall keep that Lot safe and clean at all times. All improvements upon any Lot shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner thereof. Such maintenance includes, but is not limited to, the following:

- (a) Prompt and regular removal of all litter, trash, refuse, debris, and wastes, including any such items resulting from storm, flood or other casualty.
- (b) Keeping parking areas and driveways in good repair.
- (c) Keeping all fences and gates in good repair. Maintaining and reapplying stain to all street-facing fences and gates, from time-to-time, as determined by the Association.
- (d) Complying with all applicable governmental laws, ordinances, rules and regulations.

Section 4. Enforcement. If, in the opinion of the Board of Directors, any Owner or occupant has failed in any of the foregoing duties or responsibilities, then the Board may give such Owner or occupant written notice of such failure and such Owner or occupant must within ten (10) days after receiving such notice perform the care and maintenance required. Should any Owner or occupant fail to fulfill this duty and responsibility within such period, then the Board, through its authorized agent or agents, shall have the right and power to enter into such Owner's Lot and Improvements thereon and perform such care and maintenance without liability for damages for wrongful entry, trespass or otherwise to any person. The Association may levy a special assessment pursuant to Article V of this Master Declaration for the cost of such work which shall be the joint and personal obligation of the Owners and occupants (including lessees) of the Lot in which such work is performed and shall be enforced as provided in Article V of this Master Declaration.

## **ARTICLE V**

### **POWERS AND AUTHORITY OF THE ASSOCIATION**

Section 1. Powers and Authority of the Association. The Association shall have the powers of a Texas nonprofit corporation, subject only to such limitations upon the exercise of such power as are expressly set forth in this Master Declaration. The Board, acting on behalf of the Association, shall have the power and authority necessary or appropriate to manage the property, business and affairs of the Association and to exercise all rights, duties and privileges granted to the Association by law or this Master Declaration including, without limitation, the powers described below:

- (a) Rules and Regulations. The Association, through its Board, may make and enforce reasonable rules and regulations governing the use of the Property, which rules and regulations shall be consistent with the rights and duties established by this Master Declaration, but may serve to clarify or enhance the protections and purposes of the Master Declaration. Sanctions may include reasonable monetary fines and

suspension of the right to vote. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances.

- (b) Insurance. To obtain and maintain in effect policies of insurance which, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association functions.
- (c) Records. To keep books and records of the Association's affairs.
- (d) Assessments. To levy assessments as provided in Article V.
- (e) Right of Entry, Inspection, and Enforcement. To enter at any time in an emergency (or in the case of a non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner, upon any Lot and into any Improvement thereon for the purpose of enforcing the Restrictions or for the purpose of inspecting, maintaining or repairing any area, Improvement or other facility to conform to the Restrictions. The expense incurred by the Association in connection with the entry upon any Lot and the maintenance and repair work, to include staining/treating street-facing fences and gates in disrepair and repairing/replacing street-facing fences and gates in disrepair on any Lot, conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be a lien upon the Lot entered upon and upon the Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article VI hereof for regular and special assessments. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Restrictions. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Restrictions; provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Declarant or a Builder, its successors or assigns.
- (f) Fines for Violation of the Restrictions. To levy fines, not to exceed \$200.00 per violation per day, against a Member who violated one or more of the Restrictions, the Board shall adopt a schedule of fines, procedures for notices of violations, implementation of fines and appeal to the Board of any fine levied against a Member. The procedure shall be consistent with the provisions of Texas Property Code Chapter 209 as the same may be amended from time to time. Failure of a Member to pay fines may result in the suspension of a Member's rights to use the Association amenity areas or such other reasonable sanctions as may be allowed by law. Delinquent fines shall be deemed personal obligations of a Member and shall be deemed an Assessment subject to the Assessment Lien and Foreclosure provisions of Article VI, Sec. 9. Proceeds derived from fines shall be used by the Association as directed by the Board of Directors.

- (g) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.
- (h) Manager. To retain and pay for the services of a person or firm (the "Manager") to manage and operate the Association, including its property, to the extent deemed advisable by the Board. Additional personnel may be employed directly by the Association or may be furnished by the Manager. To the extent permitted by law, the Association and the Board may delegate any other duties, powers and functions to the Manager. The Members of the Association hereby release the Association and the members of the Board from liability for any omission or improper exercise by the Manager of any such duty, power or function so delegated.
- (j) Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or assessments which the Association or the Board is required to secure or to pay for pursuant to applicable law, the terms of this Master Declaration, the Certificate of Formation or Bylaws of the Association.
- (k) Contracts. To enter into contracts with Declarant and other persons on such terms and provisions as the Board shall determine, to provide any service or perform any function on behalf of Declarant, the Association or any Person.

Section 2. Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, will accept any real or personal property, leasehold, or other property interest within the Property conveyed to it by the Declarant.

Section 3. Association Documents. The Association shall make available for inspection free of charge during business hours and under normal circumstance current copies of the Master Declaration, Certificate of Formation, Bylaws, Rules and Regulations, books, records and financial statements of the Association to Owners and Mortgagees. Copies of such documents may be requested and obtained in the manner provided by any document policy adopted by the Board of Directors, including the right of the Association to charge reasonable fees for such documents in the manner provided by law. Any holder, insurer or guarantor of a first Mortgage shall be entitled, without charge, upon written request, to a financial statement for the immediately preceding fiscal year within a reasonable time following such request.

## **ARTICLE VI** **ASSESSMENTS**

Section 1. Maintenance Fund. The Board of Directors shall establish a fund (the "Maintenance Fund") into which shall be deposited all monies paid to the Association and from which disbursement shall be made in performing the functions of the Association under the Master Declaration, the Bylaws, or the Certificate of Formation.

Section 2. Initial Assessment. At Closing on the purchase of a Lot from the Builder and at each subsequent Closing, the Buyer shall pay an initial assessment of \$300 per paired lot, which shall be deposited into the Maintenance Fund.

Section 3. Regular Annual Assessments. There are hereby created assessments for common expenses as may be from time to time specifically authorized by the Board of Directors. Regular annual assessments shall be for expenses determined by the Board of Directors to be for the benefit of the Association as a whole. Each Owner, excluding the Declarant and the Builder, by acceptance of a deed or recorded contract of sale, is deemed to covenant and agree to pay these assessments. The Declarant and the Builder shall be excluded from Regular Annual Assessments. All such assessments, together with interest at the rate of twelve percent (12%) per annum, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment arose, and the Owner's grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance to the extent expressly assumed, except no first Mortgagee that obtains title to a Lot pursuant to the remedies provided in the Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors.

Section 4. Computation of Assessment. The regular annual assessment for calendar year 2021 shall be \$350.00 per Lot, to be prorated for the remainder of the year in which it is purchased from a Builder. For years 2022 and thereafter, it shall be the duty of the Board of Directors, to prepare a budget covering the estimated costs of operating the Association during the coming year. The Board shall cause a copy of the budget, and the amount of the regular annual assessment to be levied against each Lot for the following year to be delivered to each Owner at least fifteen (15) days prior to a meeting of members to discuss the budget. The budget and the assessment shall become effective unless disapproved at the meeting by a vote of at least a majority of both classes of the total Association membership. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board of Directors fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the regular annual assessment in effect shall continue for the succeeding year

Section 5. Special Assessments. If the Board, at any time, or from time to time, determines that the regular annual assessment assessed for any period is insufficient to provide for the continued operation of the Maintenance Areas, timely payment of its bills, and the inspection, maintenance, repair or replacement of the Maintenance Areas for which the Association is responsible, then the Board shall have the authority to levy such special assessments as it shall deem necessary to provide for such continued inspection, maintenance, repair or replacement and operation. Without limiting the generality of the foregoing, such special assessment may be assessed because of casualty, condemnation, or other loss to any part of the Maintenance Areas for which the Association is responsible, or to make up for any deficiencies caused by nonpayment of assessments by Owners. All special assessments shall be payable (and the payment hereof may be enforced) in the manner herein specified for the payment of regular annual assessments. The

Declarant and the Builder shall be excluded from Special Assessments. The Association may also levy a special assessment against any Member to reimburse the Association for costs incurred in bringing a Member and their Lot into compliance with the provision of the Master Declaration, the amendments thereto, the Bylaws, the Certificate of Formation, and the Association Rules and Regulations, which special assessment may be levied upon the vote of the Board after notice and an opportunity for a hearing.

Section 6. Assessment Property. All residential Lots within the Property with one-half (1/2) of a duplex structure constructed on the Lot, excluding any lots owned by a Builder or the Declarant, shall be subject to the assessments provided for in this Master Declaration. The Lot assessment includes water and electricity usage for landscaping charged to the Association.

Section 7. Division of Assessments Among Owners. Assessments made by the Association under Section 4 and uniform special assessments described in Section 5 shall be equal and uniform. The pro rata percentage of each assessment shall be calculated by dividing the number one by the total number of Lots, excluding any lots owned by a Builder or the Declarant at the time the assessment is levied.

Section 8. Late Charges. If any assessment made pursuant to this Article is not paid within thirty (30) days after it is due, the Owner shall pay a late fee of \$50 for each thirty (30) days the assessment remains delinquent; provided, however, such charge shall never exceed the maximum charge permitted under applicable law. In the event of default in the payment of any such assessment, the Owner of the Lot shall be obligated to pay interest on the amount of the assessment from the due date at a percentage rate of twelve percent (12%) per annum, unless otherwise established by Board resolution, together with all costs and expenses of collection, including reasonable attorney's fees.

Section 9. Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article or any other Article in this Master Declaration but unpaid, together with interest and the cost of collection, including attorney's fees as provided in Section 9 shall thereupon become a continuing lien and charge on the Lot covered by such assessment, which shall bind such Lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be superior to all other liens and charges against the said Lot, except only for:

- (a) All liens for taxes or special assessments levied by the applicable city, county or state government, or any political subdivision or special district thereof;
- (b) All liens securing all amounts due or to become due under any mortgage vendor's lien or deed of trust filed for record prior to the date any assessment became due and payable; and
- (c) All liens including, but not limited to, vendor's liens, deeds of trust and other security agreements which secure any loan made by any lender to a Member for any part of the purchase price of any Lot when the same are purchased

from a builder, or for any part of the cost of constructing, repairing, adding to or remodeling any Improvements utilized for residential purposes.

The Association shall have the power to subordinate the aforesaid assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination may be signed by an officer of the Association. To evidence the aforesaid assessment lien, the Association may prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot. Such notice shall be signed by one of the officers of the Association and shall be recorded in the office of the County Clerk of the county in which the Lot is located. Such lien for payment of assessments shall attach with the priority above set forth from the date that such payment becomes delinquent and may be enforced by either (i) the Association foreclosing against the defaulting Owner's Lot in like manner as a mortgage on real property subsequent to the recording of a notice of assessment lien as provided above, or (ii) the Association instituting suit against the Owner personally obligated to pay the assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or not judicial, the Owner shall be required to pay the costs, expenses, and reasonable attorney's fees incurred by the Association. The Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association shall report to such Mortgagee any unpaid assessments remaining unpaid for longer than thirty (30) days after the same are due.

After notice and hearing, the Board may temporarily suspend the voting rights of a Member who is in default of payment of any assessment.

Section 10. Mortgage Protection. Notwithstanding any other provision of this Master Declaration, no lien created under this Article or under any other Article of this Master Declaration, nor any lien arising by reason of any breach of the rules and regulations, nor the enforcement of any provision of this Master Declaration or of any Subsequent Amendment shall defeat or render invalid the rights of the beneficiary under any recorded Mortgage of first and senior priority now or hereafter given upon any portion of the Property made in good faith and for value. However, after a conveyance in lieu of foreclosure, such property shall remain subject to this Master Declaration, and the Owner thereof shall thereafter be liable for all assessments levied after such completion of foreclosure or conveyance in lieu of foreclosure. No amendment of this Section 10 shall affect the rights of any Mortgagee whose Mortgage has the first and senior priority as provided herein, unless the Mortgagee consents in writing to the amendment thereof, or unless the amendment was filed of record prior to the recording of the Mortgage, provided, however, that after foreclosure, or conveyance in lieu of foreclosure, the portion of the Property which was subject to such Mortgage shall be subject to such amendment.

Section 11. Subordination. The lien assessments provided for herein shall be subordinated to any loan used by Declarant for the acquisition, development and construction of the lots and homes within the Property, and the lien of any first Mortgage if the Mortgage was recorded before the delinquent assessment became due. However, the sale or transfer of any portion of the Property subject to assessment pursuant to Mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien as to payments which became due prior to such sale or

transfer. No sale or transfer shall relieve such property subject to assessment from liability for any assessment thereafter becoming due or from the lien therefore.

**ARTICLE VII**  
**ARCHITECTURAL CONTROL COMMITTEE**

Section 1. Designation of Committee. An Architectural Control Committee (the "Committee"), shall consist of not less than three (3) members who shall be natural persons. The initial Committee shall consist of Joe Fogarty, Frank Tanner, and Glen Anderson. Persons serving on the Committee shall serve until removed by the Board of Directors or until a resignation is effective. Any member may resign at any time for any reason and such resignation shall be effective upon notice thereof to the Board. Subsequent members of the Committee shall be appointed by the Board of Directors. Until the occurrence of one of the events described in Article II, Section 3(b), whichever is earlier, the appointment of the members of the Committee must be approved by Declarant, and during such period any and all members of the Committee can be removed by Declarant with or without cause. The Board shall have the exclusive right and power at any time and from time to time to fill vacancies on the Committee. The Committee shall act by majority vote of its members.

Section 2. Function of Architectural Control Committee. No improvement, as that term is hereinafter defined, except those constructed by the Declarant, shall be erected, constructed, placed, altered (by addition or deletion), maintained or permitted to remain on any portion of the Property until plans and specifications, and any other information pertaining thereto, in such form and detail as the Committee may deem necessary, shall have been submitted to and approved in writing by the Committee. The decision of the Committee shall be final, conclusive, and binding upon the applicant.

Section 3. Definition of "Improvement". The term "improvement" shall mean and include all buildings and roofed structures, fences, walls, mass plantings, driveways, signs; any new exterior construction or exterior improvement; all outbuildings; and both original improvements and all later changes and improvements. The term "improvement" shall not include garden shrub or tree replacements or any other replacement or repair of any magnitude which does not change exterior colors or exterior appearances. Further, the term "improvement" shall not include repairs and/or replacements of improvements damaged by fire or other casualty, subject to the following:

- (a) The damaged improvements to be repaired or replaced were approved by the Committee as provided in Section 2.
- (b) The repairs or replacements will effect a restoration of the damaged improvements to substantially the same condition as existed prior to such damage, with no material change from the original plans and specifications approved by the Committee as provided in Section 2.
- (c) Plans and specifications for the repairs or replacements, similar in form and detail to the original plans and specifications for the items to be repaired or replaced, together with a certificate signed by a duly licensed architect

stating that the repairs or replacements will effect a restoration of the damaged improvements to substantially the same condition as existed prior to such damage with no material change from such original plans and specifications, shall have been submitted to the Committee at least fifteen (15) days prior to the date construction of such repairs or replacements is commenced.

Section 4. Variances. In case of special size or shape of site or condition of terrain or special use, operation or treatment not provided for within the general conditions of the protective covenants herein contained or for any other reason, the Committee may, in its discretion, permit such variances or exceptions to the restrictions herein contained as it deems necessary or desirable.

Section 5. Failure of the Committee to Act. The Committee shall approve such plans and specifications or reject them as being inadequate within thirty (30) days after receipt thereof. If plans and specifications are not sufficiently complete or are otherwise inadequate, the Committee may reject them as being inadequate or may approve part, conditionally or unconditionally, and reject the balance. If the committee shall fail to respond to any Owner within thirty (30) days after its receipt of any original or revised plans and specifications submitted hereunder, such plans and specifications shall be deemed to have been disapproved by the Committee.

Section 6. Limitation of Liability Neither Declarant, the committee, nor any of the members of the Committee shall be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any owner of land affected by this Master Declaration by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications.

Section 7. Inspection of Work.

(a) Completed Work. Inspection of completed work and correction of defects therein shall proceed as follows:

- (1) Upon the completion of any improvement for which the final plans and specifications were approved under this Master Declaration, the Owner shall give written notice of completion to the Committee.
- (2) Within such reasonable time as the Committee may set in its rules but not to exceed fifteen (15) days thereafter, the Committee or its duly authorized representative may inspect such improvement. If the Committee finds that such work was not done in strict compliance with all approved plans and specifications, it shall notify the Owner in writing of such noncompliance within five (5) days, specifying in reasonable detail the particulars of noncompliance, and shall require the Owner to remedy the same.
- (3) If upon the expiration of thirty (30) days from the date of such notification the Owner shall have failed to remedy such noncompliance, the Committee shall notify the Board of Directors in writing of such failure. Upon notice

to the Owner, the Board shall conduct a hearing at which it shall determine whether there is noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days following the announcement of the Board ruling. If the Owner does not comply with the Board's ruling within such period, the Board, at its option, may either remove the non-complying improvement, remedy the noncompliance or seek appropriate injunctive relief and other available legal redress from a court of competent jurisdiction, and the Owner shall reimburse the Association upon demand for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy an assessment against such Owner and improvement in question and the Lot upon which the same is situated for reimbursement and the same shall constitute a personal obligation of the Owner of such Lot, a lien upon such Lot and improvement, and be enforced as provided in this Master Declaration.

- (4) If for any reason after receipt of said written notice of completion from the Owner, no inspection is made or any noncompliance is not found within the period provided above in Subparagraph (2) of this Section 7(a), the improvement shall be deemed to be in accordance with said approved plans and specifications. In the instances where an inspection has occurred and the improvements are in compliance, upon request, the Committee shall issue a "Certificate of Compliance" in a form suitable for recording. The certificate shall identify the Lot and the improvement, and shall certify only that the improvements thereon are not in violation of the covenants of the Master Declaration, or if they are in violation, that a variance has been granted. THE CERTIFICATE SHALL NOT BE CONSTRUED TO CERTIFY THE ACCEPTABILITY, SUFFICIENCY OR APPROVAL BY THE ARCHITECTURAL CONTROL COMMITTEE OF THE ACTUAL DESIGN OR CONSTRUCTION OF THE IMPROVEMENTS OR OF THE WORKMANSHIP OR MATERIALS THEREOF. THE OWNER IS HEREBY NOTIFIED THAT THE CERTIFICATE IN NO WAY WARRANTS THE SUFFICIENCY, ACCEPTABILITY OR APPROVAL BY THE ARCHITECTURAL CONTROL COMMITTEE OF THE DESIGN, CONSTRUCTION, WORKMANSHIP, MATERIALS OR EQUIPMENT OF THE IMPROVEMENTS. RECORDATION OF SUCH A CERTIFICATE SHALL BE AT THE EXPENSE OF THE OWNER OF THE IMPROVED LOT.

- (b) Work in Progress. The committee may inspect all work in progress and give notice of noncompliance as provided above in Subparagraph (2) of this Section. If the Owner denies that such noncompliance exists, the procedures set out in Subparagraph (3) of this Section shall be followed, except that no work shall be

done, pending resolution of the dispute, which would hamper correction of the noncompliance if the Board should ultimately find that noncompliance exists.

Section 8. Enforcement. Declarant or the Board of Directors, on behalf of the Association, shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction the decisions of the Committee established in this Article. This Article may not be amended without Declarant's written consent, so long as Declarant owns any land subject to this Master Declaration.

## **ARTICLE VIII**

### **USE RESTRICTIONS AND PROTECTIVE COVENANTS**

#### Section 1. General Restrictions.

(a) Noxious Uses. The land and improvements located on each Lot shall not be used so as to disturb the neighborhood or occupants (including lessees) of adjoining property, or to constitute a nuisance or violate any public law, ordinance or regulation from time to time applicable thereto. Nor shall such land and improvements be used for any purposes which will create or emit any objectionable, offensive or noxious odors, dust, gas, fumes or other such material.

(b) Animals. No animals or birds, other than a maximum of one (1) generally recognized house or yard pet, shall be maintained on any Lot and then only if they are kept, bred or raised thereon solely as a domestic pet and not for commercial purposes. No animal or bird shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure for the care, housing or confinement of any animal or bird shall be maintained so as to be visible from neighboring property, without approval by the Architectural Control Committee. Upon the written request of any Owner, the Board of Directors of the Association shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this paragraph, a particular animal or bird is a generally recognized house or yard pet, or a nuisance. Upon the Board's sole determination that a particular animal is not allowed in the subdivision, as it is in violation of one or more provisions of these Restrictions, the Board may order the removal of the animal from the subdivision and the Owner and occupants (including lessees) shall thereafter permanently remove the animal from the subdivision within ten (10) days of the Owner's receipt of the Board's order of removal.

(c) Antennas. Exterior antennas, aerials, satellite dishes, or other apparatus for the transmission of television, radio, satellite or other signals of any kind shall be placed on any Lot in a location which is not visible from any street, unless it is impossible to receive signals from said location. In that event the receiving device may be placed in a location visible from the street as approved by the Architectural Review Committee. The Committee may require as much screening as possible while not substantially interfering with reception. The Declarant and/or 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. No exterior antennas, aerials, satellite dishes, or other apparatus shall be permitted placed, allowed, or maintained upon any portion of the Property which transmit, rather than receive, television, radio, satellite or other signals. The Declarant by promulgating this section is not attempting to violate the Telecommunications Act of 1996 (the "Act"), as may be amended from time to time. This section shall be interpreted to be as restrictive as possible while not violating the Act.

(d) Temporary Occupancy. No trailer, basement or any incomplete building, tent, shack, garage or barn and no temporary building or structure of any kind shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures used during the construction, repair or remodeling of a dwelling on any Lot shall be moved immediately after the completion of construction.

(e) Trailers, Boats and Motor Vehicles. Without prior approval of the Architectural Control Committee, no mobile home, trailer of any kind, truck, camper, motorized recreational vehicle, permanent tent or similar structure, boat or inoperable motor vehicle of any type shall be kept, placed, maintained, constructed, reconstructed or repaired upon any property or street or private driveway in such a manner as will be visible from neighboring property, private drive, or a public street; provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any improvements approved by the Architectural Control Committee. In addition, no motor vehicle of any type, whether operable or inoperable, may be constructed, reconstructed or repaired upon any property or street or private driveway in such a manner as will be visible from neighboring property for three (3) consecutive days. No motor vehicles of any type are permitted to park in alleys.

(f) Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors shall be permitted to arise therefrom, so as to render any such property or portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants (including lessees). Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except devices used exclusively for security or safety purposes, shall be located, used or placed on any such property.

(g) Repair of Buildings. No building or structure upon any property within any Lot shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

(h) Trash Containers and Collection. No garbage or trash shall be placed or kept on any Lot except in covered containers of a type, size and style which are approved by the Association, which may include the requirement that all containers will be disposable. In no event shall such containers be maintained so as to be visible from neighboring property except to make the same available for collection and, then, only the shortest time reasonably necessary to affect such collection. No trash containers shall be placed in the public right-of-way at any time.

(i) Clothes Drying Facilities. Outside clotheslines or other facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot unless they are erected, placed or maintained exclusively within a fenced yard or otherwise concealed and not visible from neighboring property.

(j) Sidewalk Encroachments. No tree, shrub or planting of any kind on any Lot shall be allowed to overhang or otherwise encroach upon any sidewalk or other pedestrian way from ground level to a height of seven feet (7') without the prior approval of the Architectural Control Committee.

(k) Right of Access. During reasonable hours Declarant, any member of the Architectural Control Committee, or member of the Board of Directors or any other representative of any of them, shall have the right to enter upon and inspect any Lot or Improvement thereon for the purpose of ascertaining whether or not the provisions of these restrictions have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

(l) Mineral Exploration. No Lot shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance of any kind.

(m) Machinery and Equipment. Without approval by the Board, no machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot except such machinery or equipment as is usual and customary in Montgomery County, Texas, in connection with the use, maintenance or construction of residential improvements; provided, however, such machinery or equipment may be so placed, operated or maintained by any governmental, or quasi-governmental agency or a public utility. Nothing herein shall prevent the use of appliances, tools or machines for usual and customary household purposes.

(n) Diseases and Insects. No Owner or occupant (including lessees) shall permit anything or condition to exist upon any Lot which will induce, breed or harbor plant diseases or noxious insects.

(o) Restriction on Further Subdivision. Except as expressly provided for herein for the benefit of Declarant, no Lot shall be further subdivided and no portion less than all of any such Lot nor any easement or other interest therein, shall be

conveyed by any Owner, except, however, that easements may be granted to any governmental or quasi-governmental agency, a public utility or the Association.

(p) Signs. No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Unit, fence or other improvement upon such Lot so as to be visible from public view or mounted on any vehicle or trailer parked or driven in the Property or the subdivision or carried by any person or by any other means displayed within the Property or the subdivision except the following:

- (1) For Sale Signs. An Owner may erect one (1) sign not exceeding 2 feet by 3 feet in area, fastened only to a stake in the ground and extending not more than 3 feet above the surface of the ground advertising the property for sale or for lease.
- (2) Declarant/Builder Signs. Signs or billboards may be erected by the Declarant or any Builder as Declarant shall desire and approve.
- (3) Political Signs. Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs will not be erected more than 90 days in advance of the election to which they pertain and are removed within 15 days after the election.
- (4) School and Business Signs. Emblems or bumper stickers advertising a resident's school or business mounted upon vehicles parked or driven in the subdivision.

Declarant or its agents will have the right to remove any sign, billboard or other advertising structure that does not comply with the foregoing requirements; and in so doing, will not be subject to any liability in connection with such removal.

- (q) Tanks. No elevated tanks shall be erected.
- (r) Increased Insurance Costs. Nothing shall be done on any Lot which will result in the increase of fire and extended coverage insurance premiums thereon or the cancellation of such insurance.
- (s) Waste. No waste shall be committed or allowed to remain on any Lot.
- (t) Lighting. No lighting or illumination shall be placed upon any Lot in such a manner as to cause unreasonable glare or illumination on any other Lot.
- (u) Rights of Declarant. Nothing herein shall be construed as prohibiting the Builder or Declarant, its officers, employees or agents, from inviting any person or the general public to enter any dwelling situated upon any Lot owned by the Builder

for the purpose of making a sale or lease thereof or from using such dwelling as a model for the purpose of making a sale or sales or from maintaining a sales force upon any Lot owned by Declarant or Builder which remains unsold.

(v) Fencing. All fences shall be no greater than six feet (6') high. Fences shall be constructed of new wood and/or masonry material, wrought iron, or such other material approved by the Architectural Control Committee.

Section 2. Use Restrictions.

(a) The dwelling on all Lots shall be used solely for single-family residential purposes.

(b) No dwelling shall be leased or rented for less than ninety (90) days. Any lease or rental agreement must be in writing and must be subject to this Master Declaration, the Bylaws and the rules and regulations. Except for the foregoing, nothing in this Master Declaration shall prevent the rental of any Lot and improvements thereon by the Owner thereof for residential purposes.

Section 3. Building Restrictions. Each dwelling shall have a garage suitable for parking at least one (1) standard size automobile.

**ARTICLE IX**  
**COMMON WALL AGREEMENT**

Section 1. A Duplex (two living units with a common wall) is to be constructed upon each two Lots (a "Paired Lot").

Section 2. Declarant hereby declares that each Paired Lot shall be held, sold and conveyed subject to the following rights and restrictions, which shall run with the land:

- 2.1 Neither Lot Owner, without the written consent of the other Lot Owner, shall alter, change, repair nor do any other act to the Party Wall, which would in any way affect the Party Wall structurally.
- 2.2 When either Lot Owner shall extend the Party Wall, the other Lot Owner shall have the right to use the extended Party Wall as a Party Wall by paying the other Lot Owner ½ of the reasonable expense of construction of whatever portion of the extension as that Lot Owner shall use.
- 2.3 If it shall become necessary or desirable to repair or rebuild the Party Wall, each Lot owner shall be responsible for ½ of the expense, unless otherwise agreed to in writing by both Lot Owners.

- 2.4 Whenever all or any portion of the Party Wall shall be rebuilt, it shall be erected on the same line, of the same size, of the same or similar material and of like quality to the present Party Wall.
- 2.5 In the case of damage or destruction of the Party Wall, including the foundation, either Lot Owner shall have the right to repair or rebuild the Party Wall, and the right to reimbursement of ½ of the reasonable expense of reconstruction.
- 2.6 Notwithstanding any other provision of this Agreement, a Lot Owner, or the Lot Owner's tenant or guest who by negligent or willful act causes the Party Wall to be exposed to the elements, to the exclusion of any negligent or willful act of the other Lot Owner or Lot Owner's tenant or guest, shall bear the whole cost of furnishing the necessary protection against such elements.
- 2.7 Each Lot Owner shall have the right to call for a larger contribution from the other Lot Owner under any rule of law regarding liability for negligence or willful acts or omissions in damaging, destroying or failing to properly maintain the Party Wall.
- 2.8 In the event a Lot Owner fails to properly maintain, repair, or restore any shared structural components, including but not limited to common roofs, foundations, siding and paint, the Other Lot Owner, through its agents and employees, shall have a right to enter the Lot to repair, maintain and restore such common property at the expense of the Lot Owner.
- 2.9 An easement for any encroachment of the Party Wall on either Lot, caused by construction, reconstruction, repair, shifting, settlement, or other movement of the Party Wall is hereby created.

## **ARTICLE X**

### **MORTGAGEE PROTECTION CLAUSES**

Section 1. Rights of Mortgagees. No breach of any of the covenants, conditions and restrictions contained in this Master Declaration, nor the enforcement of any lien provisions herein, shall render invalid the lien of any Mortgage on any Lot made in good faith and for value, but all of the covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise, unless otherwise provided herein.

Section 2. Notice to Mortgagees, Insurers and Guarantors. All Mortgagees including FNMA and FHLMC that have filed with the Association an appropriate written request which includes its name and address as well as the Lot encumbered by its Mortgage (the "Eligible

Mortgagees") as well as all insurers of a Lot and governmental guarantors of a Mortgage that have filed with the Association such a appropriate written request ("Eligible Insurers" and "Eligible Guarantors", respectively), shall be entitled to receive the following notices in writing from the Association:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Property or any Lot on which there is a Mortgage held, insured or guaranteed by such Eligible Mortgagee, Eligible Insurer or Eligible Guarantor, as applicable.
- (b) Any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to a Mortgage held, insured or guaranteed by such Eligible Mortgagee, Eligible Insurer or Eligible Guarantor, which remains uncured for a period of sixty (60) days;
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.
- (d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified herein.

Section 3. Additional Rights and Eligible Mortgages. To the extent permitted by applicable law, Eligible Mortgagees shall also be afforded the following rights:

- (a) Any restoration or repair of the Property, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with this Master Declaration and the original plans and specifications, unless other action is approved by Eligible Mortgagees of Lots to which at least fifty-one percent (51%) of the votes in the Association have been allocated;
- (b) No reallocation resulting from a partial condemnation or partial destruction of the Property may be effected without the prior approval of Eligible Mortgagees of the remaining Lots whether existing in whole or in part, to which have been allocated at least fifty-one percent (51%) of the votes in the Association of all remaining Lots subject to Mortgages held by Eligible Mortgagees;
- (c) No amendment of the Master Declaration, Bylaws or Certificate of Formation which authorizes the alteration or destruction of one or more Lots or Common Areas may be effected without the consent of the Mortgagees of the Owners of such Lots or Common Areas:

Section 4. Mortgage Priority. Notwithstanding any language contained in this Master Declaration to the contrary, no Owner or other party shall have priority over any rights of the Mortgagee of any Lot pursuant to its Mortgage in the case of a distribution to the Owner of such Lot of insurance proceeds or condemnation awards for losses to or taking of all or a portion of such Lot and/or Common Areas. Institutional lenders shall have the right to examine the books

and records of the Association at all reasonable times during regular business hours of the Association.

Section 5. Compliance with FHLMC and FNMA Regulations. The Declarant intends that the Property shall comply with all requirements of the FHLMC and the FNMA pertaining to the purchase by FHLMC and FNMA of conventional home loans. Declarant and all Owners therefore agree that, notwithstanding anything to the contrary contained herein, in the event the Property or the Master Declaration or Bylaws do not comply with the FHLMC and FNMA requirements, if permitted under applicable law, the Board shall have the power (on behalf of the Association and each and every Owner) to amend the terms of this Master Declaration and the Bylaws and to enter into any agreement with FHLMC and FNMA (or their designees) or the Mortgagees of the Lots reasonably required by FHLMC and FNMA or the Mortgagees to allow the Property to comply with such requirements.

## **ARTICLE XI** **INSURANCE**

Section 1. Association Insurance Requirements. The Association shall obtain and retain directors and officers' liability insurance of not less than \$1,000,000.00 per occurrence. In addition, the Association shall require certificates of insurance from all contractors who perform maintenance and repair services for the Association on Maintenance Areas and Improved Lots.

## **ARTICLE XII** **GENERAL PROVISIONS**

Section 1. Duration. This Master Declaration and the covenants, restrictions, charges, and liens set out herein shall run with and bind the Property, and shall inure to the benefit of and be enforceable by Declarant and every Owner of any part of the Property, and their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years beginning on the date this Master Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless terminated by a vote of approval by sixty-six and two-thirds percent (66 and 2/3%) of the total votes of each class of the membership of the Association as set forth herein, with each class voting separately. Any such changes shall be effective when an instrument is filed for record in the Official Public Records of Montgomery County, Texas, with the signatures of the requisite number of Owners of the Property.

Section 2. Amendment.

- (a) By Declarant. This Master Declaration or any Master Declaration may be amended by the Declarant acting alone until December 31, 2024 or until Declarant no longer holds a majority of the votes in the Association, whichever occurs last (the "Declarant Control Period"). No amendment by Declarant after December 31, 2024, shall be effective until there has been recorded in the Official Public Records of Montgomery County, Texas, an

instrument executed and acknowledged by Declarant and setting forth the amendment, and an instrument executed and acknowledged by the President and Secretary of the Association certifying that the Declarant had the requisite number of votes. Notwithstanding the foregoing, Declarant may amend this Master Declaration at any time (i) to correct typographical and grammatical errors, and (ii) to comply with VA or FHA requirements for approval of the Property.

- (b) By Owners. In addition to the method in Article XI, Section 2(a), after the end of the Declarant's right to amend the Master Declaration, this Master Declaration may be amended by the recording in the Official Public Records of Montgomery County, Texas, of an instrument executed and acknowledged by the President and Secretary of the Association, setting forth the amendment and certifying that such amendment has been approved by the Owners entitled to cast at least sixty-six and two-thirds (66 2/3%) of the number of votes entitled to be cast pursuant hereto.

Section 3. Enforcement. Each Owner of any part of the Property, the Association, and Declarant shall have the right (but not the duty) to enforce any of the covenants and restrictions set out in this Master Declaration, as same may be amended as herein provided. Enforcement of the covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Property or any part thereof, to enforce any lien created by these covenants; and failure by Declarant, the Association or any Owner to enforce any such covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter. In any enforcement action, including litigation, undertaken by the Association and/or Declarant, the Association and/or Declarant shall be entitled to recover its reasonable attorney's fees and related costs of enforcement (including court costs) from the party against whom such enforcement action was brought.

Section 4. Consent to Modification of Plat. Declarant hereby reserves unto itself the exclusive right and power at any time and from time to time to modify, change, re-subdivide or amend, in any lawful manner, the subdivision plat of the Property without the necessity of obtaining the written consent of any Owner of any part of the Property prior to such modification, change, re-subdivision or amendment; provided, however, that no such modification, change or amendment shall alter the flood plain, easements, utility commitments or streets within, to, or abutting any Lot, or otherwise encumber such Lot, without the written consent of the Owner of such Lot. In that regard, each Owner of any part of the Property hereby consents to the foregoing reservation and hereby waives any and all right to consent to any modification, change or amendment of the subdivision plat by Declarant.

Section 5. Successor Declarant. Declarant may at any time, or from time to time, sell, assign or transfer all or any part of its rights hereunder and/or its right, title and interest in the Property to any person or entity, and such assignee shall thereafter have such rights and powers of Declarant as are so transferred or assigned. In the event Declarant shall convey all of its rights hereunder, then and in such event, Declarant shall be relieved of the performance of any further

duty or obligation hereunder, and such assignee shall be obligated to perform all such duties and obligations of Declarant effective when an instrument effecting such assignment is filed for record in the Official Public Records of Montgomery County, Texas.

Section 6. Easements.

(a) Reserved Easements. All dedications, limitations, restrictions and reservations shown on the recorded subdivision plat of the Property, and all grants and dedications of easements, rights-of way, restrictions, and related rights made by Declarant or Subdivider prior to the Property becoming subject to this Master Declaration, are incorporated herein by reference and made a part of this Master Declaration for all purposes as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Property. Declarant reserves the right to make changes and additions to the easements and rights-of way for the purpose of efficiently and economically developing the Property. Further, Declarant reserves the right, without the necessity of the joinder of any Owner or other person or entity, to grant, dedicate, reserve or otherwise create, at any time or from time to time, rights-of way and easements for public utility purposes (including, without limitation, gas, water, electricity, telephone, cable television, and drainage) in favor of any person or entity, along and on either or both sides of any Lot line, which easement shall have a maximum width of 5.0 feet on each side of such Lot line. The Association shall have a blanket easement across all Lots for access and repairs to the irrigation system.

(b) Installation and Maintenance. There is hereby created an easement upon, across, over and under all of the Property for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities, including, but not limited to gas, water, electricity, telephone, cable television, drainage and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies, the Association, and other entities supplying service to install and maintain pipes, wires, conduits, service lines or other utility facilities or appurtenances thereto, on, above, across and under the Property, within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any improvement constructed on the Lots.

(c) Drainage Easement. Each Owner covenants to provide easements for drainage and water flow as contours and the arrangement of improvements constructed on the Lots require. There shall be no construction of improvements, temporary or permanent, in any drainage easement, except as provided in writing by the Architectural Control Committee and Montgomery County, Texas.

(d) Surface Areas. The surface of easement areas for underground utility services may be used for the planting of shrubbery, trees, lawns or flowers. However, neither Declarant nor any supplier of any utility service or the

Association using any easement area shall be liable to any Owner or to the Association for any damage done by them or either of them, or their respective agents, employees, servants, or assigns, to any of the above mentioned vegetation as a result of any activity relating to the inspection, construction, maintenance, operation or repair of any facility in such easement area.

Section 7. Construction, Sale and Leasing. Notwithstanding any provisions contained in the Master Declaration to the contrary, so long as the initial sale of Lots and/or initial leasing of dwellings thereon shall continue, it shall be expressly permissible for Declarant or Builder to maintain and carry on upon portions of the Property such facilities and activities as, in the sole opinion of Declarant or Builder, may be reasonably required, convenient, or incidental to the sale of such Lots or leasing of dwellings, including, but not limited to, signs, and leasing offices, and the Declarant and Builder shall have an easement for access to such facilities. This Section may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this Section 7 shall terminate upon the earlier of (a) twenty (20) years from the date this Master Declaration is recorded, or (b) upon the Declarant's recording a written statement that all sales activity has ceased.

Section 8. Indemnification. The Association shall indemnify every officer and director against any and all expense, including attorneys' fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association may, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.


Section 9. Severability of Provisions. If any paragraph, section, sentence, clause or phrase of this Master Declaration shall be or become illegal, null or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null, or void, the remaining paragraphs, sections, sentences, clauses or phrases of this Master Declaration shall continue in full force and effect and shall not be affected thereto. It is hereby declared that said remaining paragraphs, sections, sentences, clauses and phrases would have been and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses or phrases shall become or be illegal, null, or void.

Section 10. Titles. The titles, headings, and captions which have been used throughout this Master Declaration are for convenience only and are not to be used in construing this Master Declaration or any part thereof.

Section 11. Notwithstanding anything herein to the contrary, Declarant reserves the right to transfer, assign, mortgage, or pledge any and all of the respective privileges, rights, title, and interest hereunder, or in the Property or any part thereof, by means of recording an assignment of such in the Official Public Records of Montgomery County, Texas. Upon such assignment, Declarant shall be relieved from any liability arising from the performance or non-performance of such rights and obligations accruing from or after the recording of such assignment. No successor assignee of the rights of Declarant shall have or incur any liability for the obligations or acts of any predecessor in interest.

**DECLARANT:**

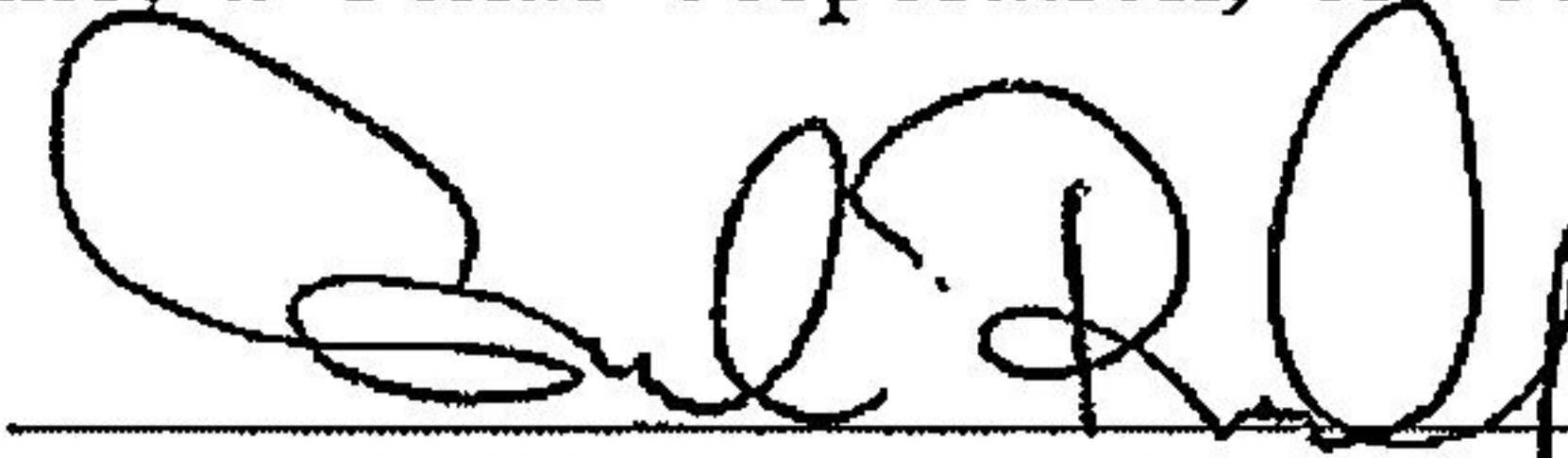
VALUE BUILDERS, INC.,  
a Texas corporation,

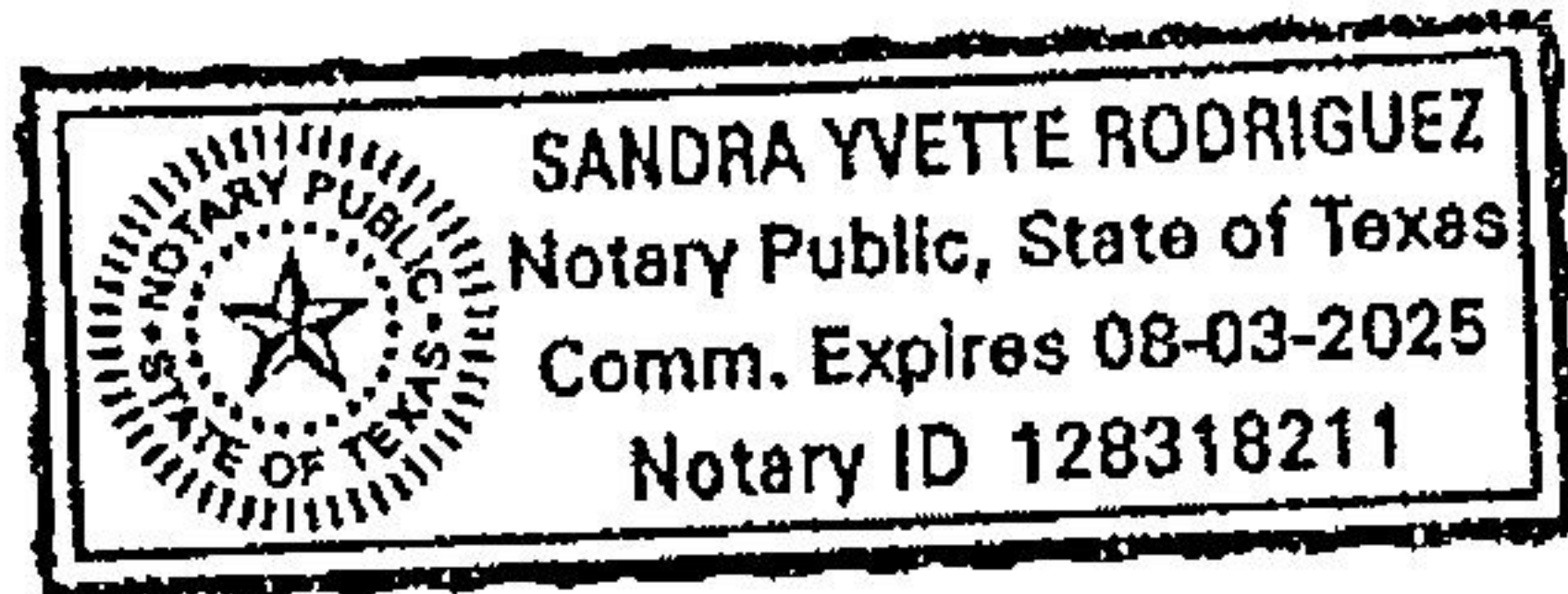
By:   
Glen Anderson, President

STATE OF TEXAS

COUNTY OF ELLIS

This Declaration was acknowledged before me on this 10 day of September, 2021, by Glen Anderson, President of Value Builders, Inc, a Texas corporation, on behalf of said corporation.

  
Notary Public, State of Texas



**JOINDER BY MORTGAGEE**

The undersigned, being the sole Mortgagee and holding a Mortgage against the Property, joins in the execution of this Declaration for the purpose of subordinating the following liens and security interests of said Mortgagee (including, without limitation, those more fully set forth below) to the Declaration:

Second Lien Deed of Trust dated November 10, 2020, retained in Deed of Trust recorded as County Clerk's File Number 2020151418, Official Public Records of Montgomery County, Texas, in favor of Value Builders, Inc. as Beneficiary with Glenn K. Weichert as Trustee.

The undersigned joins herein for the sole purpose of subordinating the liens described above to the Declaration and makes no representation or warranty, expressed or implied, of any nature whatsoever, to any present or future Owner or purchaser of a Lot with respect to such Lot or the Property. All such Owners or purchasers agree by their purchase of a Lot that no such representation or warranty has been made by the undersigned and that they have not relied upon the undersigned in any way in making their decision to acquire a Lot.

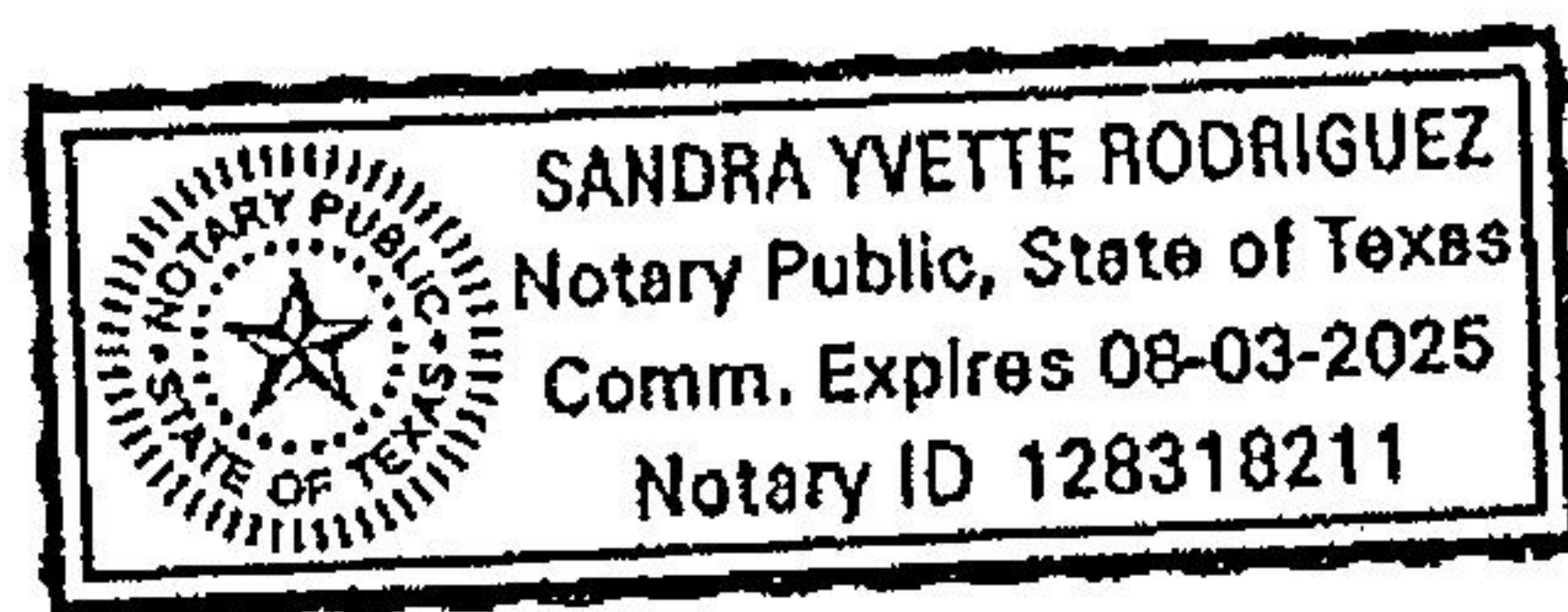
VALUE BUILDERS, INC.,  
a Texas corporation,

By: *Glen Anderson*  
Glen Anderson, President

STATE OF TEXAS

COUNTY OF ELLIS

This Declaration was acknowledged before me on this 10 day of September, 2021, by Glen Anderson, President of Value Builders, Inc, a Texas corporation, on behalf of said corporation.




*Sandra Yvette Rodriguez*  
Notary Public, State of Texas

**JOINDER BY OWNER**

The undersigned, being the owner of the Property, joins in the execution of this Declaration for the purpose of subjecting the Property to the Declaration.

RIVERWOOD DEVELOPMENT, INC.  
a Texas corporation

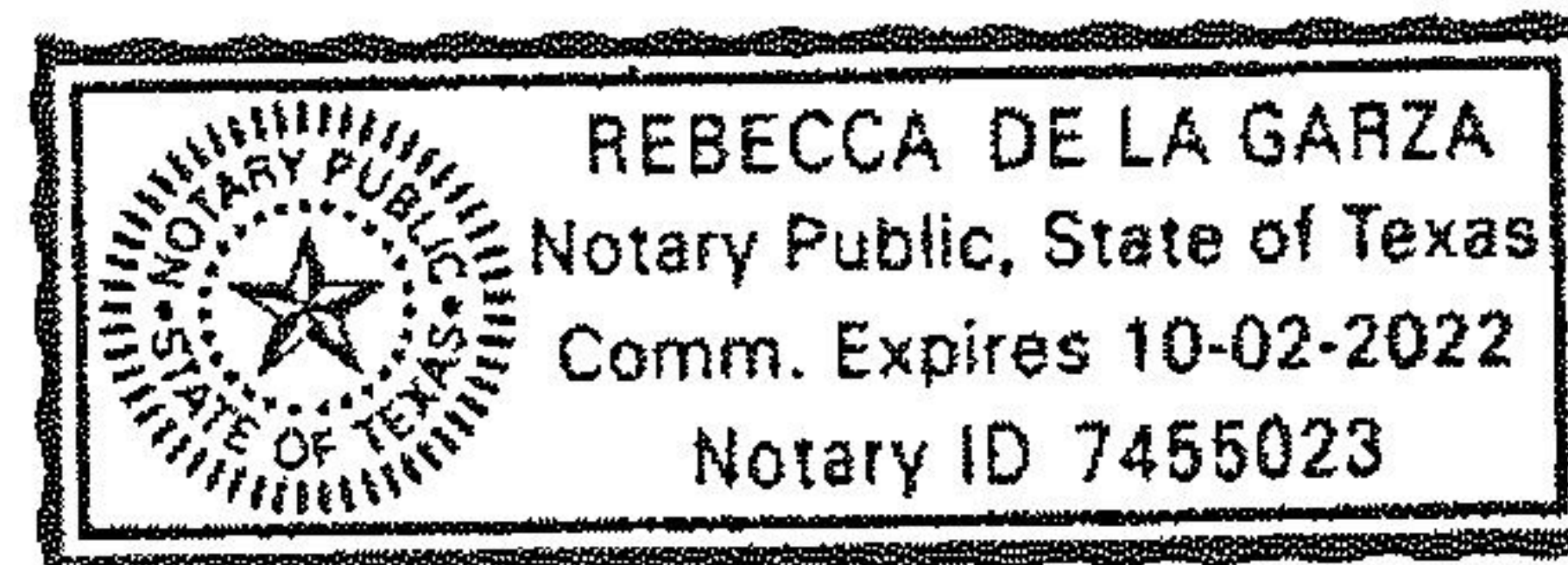
By:   
Elliot Jacobs, President

STATE OF TEXAS

HARRIS  
COUNTY OF MONTGOMERY <sup>2D</sup>

This Declaration was acknowledged before me on this 13<sup>TH</sup> day of September, 2021 by Elliot Jacobs, President of RIVERWOOD DEVELOPMENT, INC, on behalf of said corporation.

  
Notary Public, State of Texas




**JOINDER BY MORTGAGEE**

The undersigned, being the sole Mortgagee and holding a Mortgage against the Property, joins in the execution of this Declaration for the purpose of subordinating the following liens and security interests of said Mortgagee (including, without limitation, those more fully set forth below) to the Declaration:

Deed of Trust Lien dated May 7, 2020, retained in Deed of Trust recorded as County Clerk's File Number 2020044651, Official Public Records of Montgomery County, Texas, in favor of Westchase Madison, Inc. as Beneficiary with Franklin J. Harberg, Jr. as Trustee.

The undersigned joins herein for the sole purpose of subordinating the liens described above to the Declaration and makes no representation or warranty, expressed or implied, of any nature whatsoever, to any present or future Owner or purchaser of a Lot with respect to such Lot or the Property. All such Owners or purchasers agree by their purchase of a Lot that no such representation or warranty has been made by the undersigned and that they have not relied upon the undersigned in any way in making their decision to acquire a Lot.

WESTCHASE MADISON, INC.

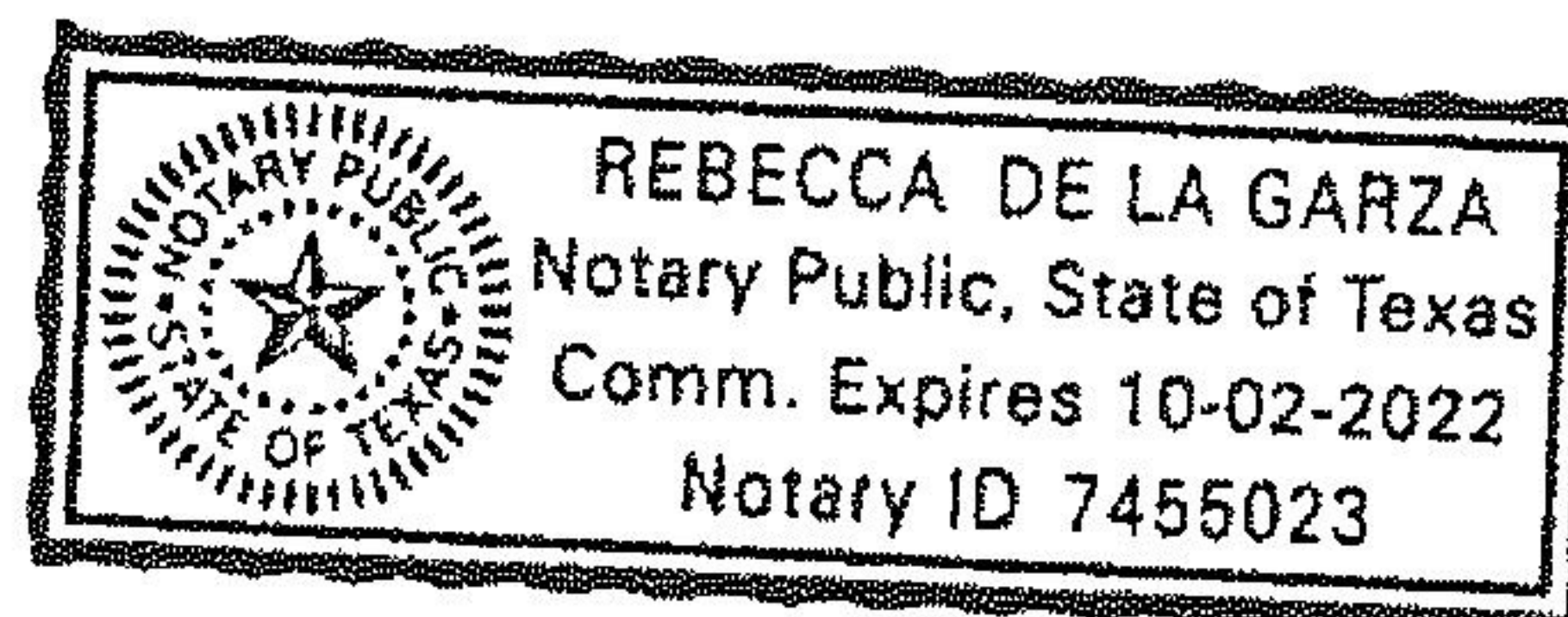
  
Name: Elliott Jacobs  
Title: President

THE STATE OF TEXAS

COUNTY OF HARRIS

This Declaration of Covenants, Conditions and Restrictions was acknowledged before me on this 13<sup>th</sup> day of SEPTEMBER 2021 by James Patrick Sebree as Beneficiary on the Note and Liens.

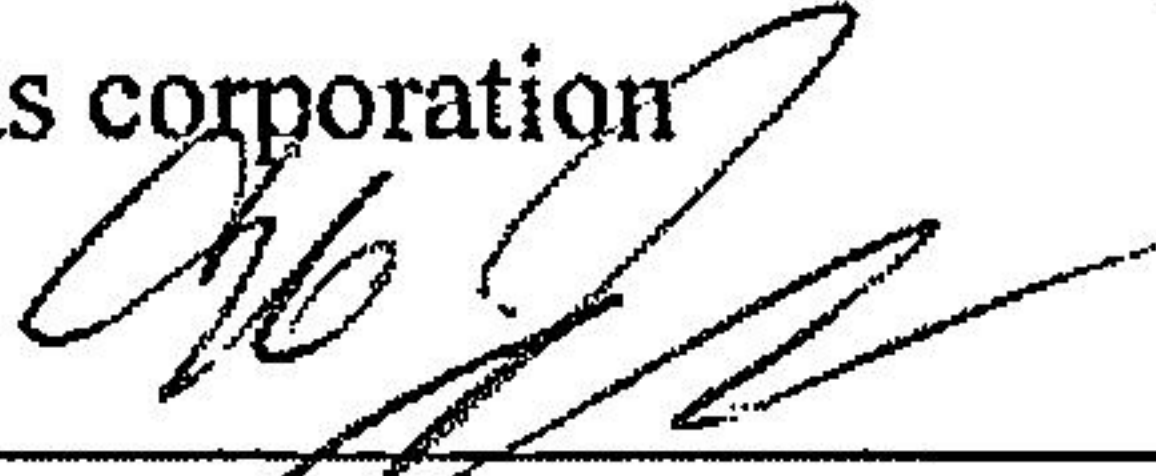
  
Notary Public, State of Texas



**JOINDER BY OWNER**


The undersigned, being the owner of the Property, joins in the execution of this Declaration for the purpose of subjecting the Property to the Declaration.

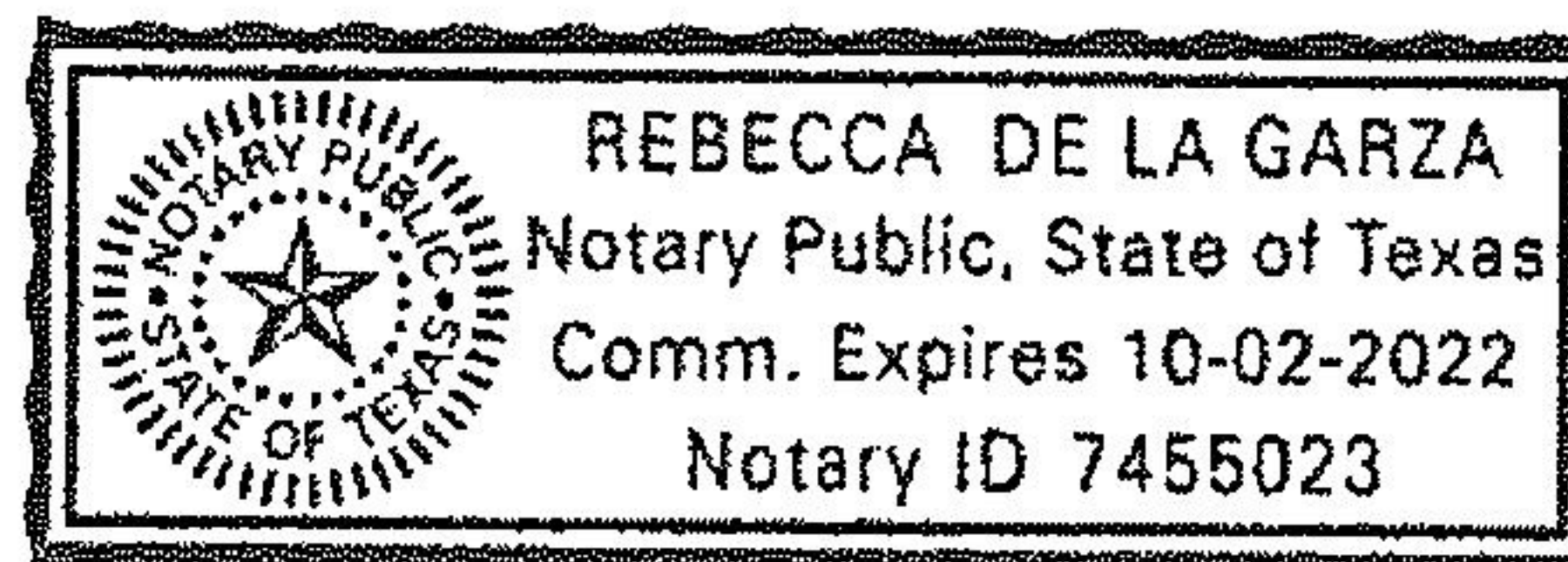
RIVERWOOD DEVELOPMENT, INC.  
a Texas corporation

By:   
Elliot Jacobs, President

STATE OF TEXAS  
HARRIS  
COUNTY OF MONTGOMERY <sup>RD</sup>

This Declaration was acknowledged before me on this 13<sup>TH</sup> day of September, 2021 by Elliot Jacobs, President of RIVERWOOD DEVELOPMENT, INC, on behalf of said corporation.

  
Notary Public, State of Texas




**JOINDER BY MORTGAGEE**

The undersigned, being the sole Mortgagee and holding a Mortgage against the Property, joins in the execution of this Declaration for the purpose of subordinating the following liens and security interests of said Mortgagee (including, without limitation, those more fully set forth below) to the Declaration:

Deed of Trust Lien dated May 7, 2020, retained in Deed of Trust recorded as County Clerk's File Number 2020044651, Official Public Records of Montgomery County, Texas, in favor of Westchase Madison, Inc. as Beneficiary with Franklin J. Harberg, Jr. as Trustee.

The undersigned joins herein for the sole purpose of subordinating the liens described above to the Declaration and makes no representation or warranty, expressed or implied, of any nature whatsoever, to any present or future Owner or purchaser of a Lot with respect to such Lot or the Property. All such Owners or purchasers agree by their purchase of a Lot that no such representation or warranty has been made by the undersigned and that they have not relied upon the undersigned in any way in making their decision to acquire a Lot.

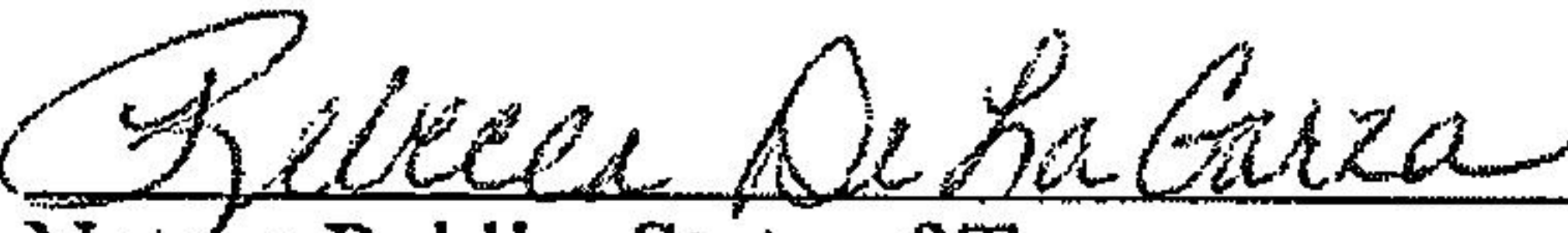
WESTCHASE MADISON, INC.

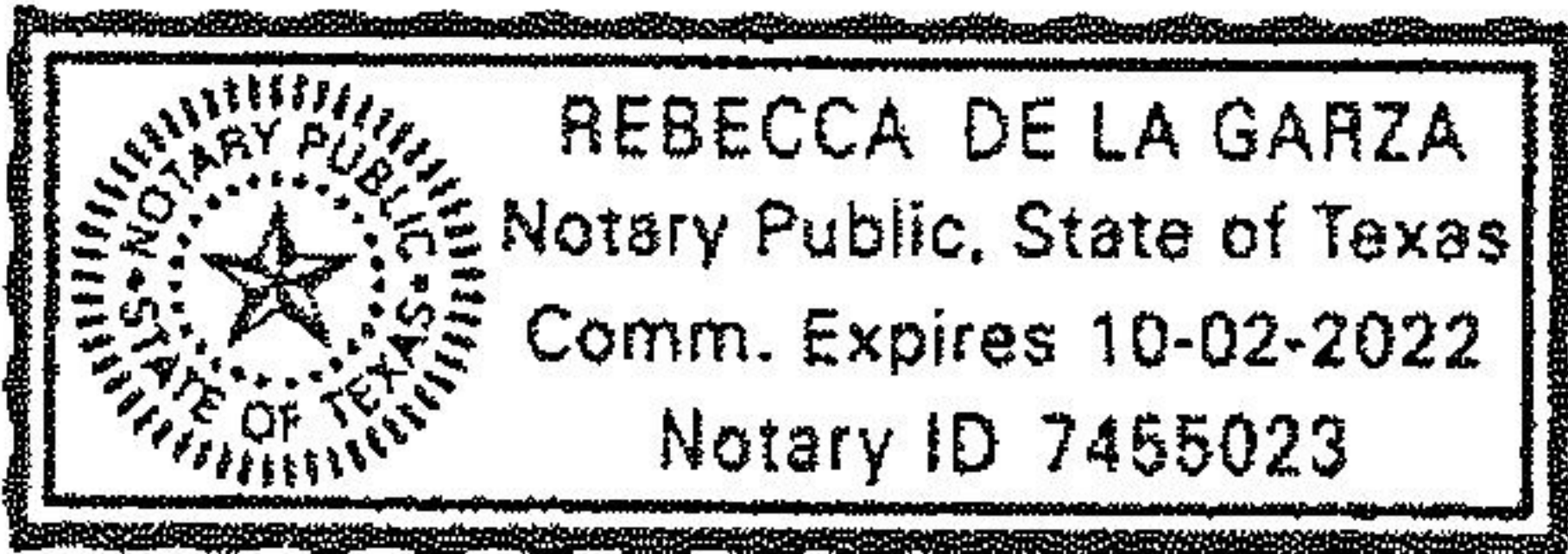
  
Name: Elliot Jacobs  
Title: Presid +

THE STATE OF TEXAS

COUNTY OF HARRIS

This Declaration of Covenants, Conditions and Restrictions was acknowledged before me on this 13<sup>th</sup> day of SEPTEMBER, 2021 by James Patrick Sebree as Beneficiary on the Note and Liens.

  
Notary Public, State of Texas



**E-FILED FOR RECORD**

**09/16/2021 09:39AM**



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,  
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

**09/16/2021**



County Clerk  
Montgomery County, Texas