

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HIDDEN OASIS UNIT 2,
A SUBDIVISION TO BEXAR COUNTY, TEXAS**

KNOW ALL MEN BY THESE PRESENTS:

That San Antonio LD, LLC ("Declarant/Developer"), a Texas limited liability company, being the owner and developer of the following-described property located in, Bexar County, Texas, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO (the "Property")

said Property having been duly platted as Hidden Oasis Unit 2, an addition to, Bexar County, Texas (the "County"), as depicted in the Plat, a copy of said Plat being attached hereto as Exhibit "B" (the "Plat"), and hereinafter referred to as "Hidden Oasis Unit 2" ("the Subdivision"). Declarant establishes this Declaration of Covenants, Conditions and Restrictions ("Declaration" or "Covenants") being for the benefit of Declarant and each successive owner of any Lot within the Property, and to provide for the efficient preservation and maintenance of the Property and Common Property contained therein, the Declarant desires to impose upon the Property the covenants, conditions, restrictions, easements, and charges contained in this Declaration and, further, hereby creates the Hidden Oasis 2 Homeowners Association, Inc., ("Association"), to which will be delegated and assigned the power and obligation of maintaining and regulating the Property and Common Property and other Association business in accordance with the terms of this Declaration.

And the Declarant, as owner and developer of the Property and Subdivision, does hereby state that these Covenants shall establish covenants running with the land for the period of time hereinafter set forth, as provided by law, and shall be binding upon all purchasers and owners of Lots within the Subdivision, and upon such owners' heirs, personal representatives, successors and assigns, and upon all persons claiming under them.

1. Definitions.

The following words, when used in these Covenants or any amendments or supplements hereto shall have the meanings set forth below:

"Addition" or **"Subdivision"** shall mean and refer to the Property described above.

"Affiliate" means with respect to the Declarant, any other person or entity that directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the Declarant. "Control," "controls," "controlled by" or "under common control with," as used in this definition, shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise, or the power to elect at least fifty percent (50%) of the directors, managers, general partners or persons exercising similar authority with respect to such person or entities.

"Affiliated Owner" means any Owner of any Lot or portion of the Property which is an Affiliate of the Declarant.

"Association" shall mean and refer to one or more organizations, including its successors, assigns, or replacements, created under the laws of the State of Texas, with the first being the "Hidden Oasis 2 Homeowners Association, Inc.". Declarant is hereby authorized to incorporate one or more entities to provide the functions of the Association. The Association has jurisdiction over all properties located within the Subdivision, as may be amended from time to time as additional property is annexed into the Subdivision as permitted under this Declaration.

"Board" or **"Board of Directors"** shall mean and refer to the Board of Directors of the Association elected in accordance with the provisions of the Bylaws of the Association.

"Builder" shall mean a person or entity in the business of constructing residences, and who may purchase Lots from the Declarant or its successors for the purpose of selling constructed residences on one or more Lots.

"Common Property/Properties" shall mean and refer to the areas of mutual enjoyment and benefit within the Subdivision as identified on the Plat and to any and all other areas which service the Subdivision and Property or which is intended for or devoted to the common use, service and enjoyment of the Members of the Association, including but not limited to all easements, perimeter fencing, entry-ways, monuments, and drainage retention/detention ponds. Upon conveyance, the Association shall hold such title to the Common Property as shall be consistent with the objectives envisioned herein and subject to the easement rights herein of the Members to use and enjoy the Common Properties or receive the benefits therefrom. The Declarant reserves the right to affect redesigns, reconstructions, and/or reconfigurations of the Common Property and execute any open space declarations applicable to the Common Property.

"Declarant" and **"Developer"** shall mean and refer to San Antonio LD, LLC a Texas limited liability company, and its successors and assigns.

"Improvements" means every structure and all appurtenances thereto, including, but not limited to, residences, garages, buildings, outbuildings, storage sheds, gazebos, greenhouses, barns, patios, driveways, walkways, outdoor kitchens, large decorative items, swimming pools, spas, play structures, fences, walls, stairs, decks, landscaping, exterior air conditioning and water softener fixtures or equipment, pumps, tanks, pipes, antennas, dishes, and other facilities.

"Lot" or **"Lots"** shall mean and refer to any plot or tract of land which is properly identified or designated as a lot on the Plat, but also may include lots within additional property upon and after the date which they are properly annexed or added to the Subdivision (as the context may require).

"Member" or **"Members"** shall mean and refer to each owner of a Lot.

“**Owner(s)**” shall mean the owner of a Lot and refer to each and every person or business entity who or which is a record owner or subsequently becomes a record owner of a fee or undivided fee interest in any Lot subject to these Covenants.

“**Plat**” shall refer to the plat of Hidden Oasis Unit 2, filed of record in the County, on February 16, 2024, Doc # 20240028070, and as attached as Exhibit “B”.

2. Membership and Voting Rights in the Association; Additions.

(a) Membership. Every Owner of a Lot shall automatically be a member of the Association. In the event the Owner of a Lot is a corporation or partnership, a partner or corporate officer shall be designated to cast the vote on behalf of the partnership or corporation.

(b) Voting Rights. The Association shall have one (1) class of membership for purposes of voting. Owners shall be entitled to one (1) vote for each Lot owned by the Owner. When more than one person holds such interest or interests in any Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot. Notwithstanding, the Declarant shall have four (4) votes per Lot owned by the Declarant on all matters until Declarant has conveyed 99% of the Lots to other Owners (at which time the Declarant shall have one (1) vote per Lot still owned).

(c) Election of Board of Directors. Notwithstanding any provision in the Bylaws of the Association to the contrary, Declarant hereby reserves for itself the unilateral right to appoint, remove and replace all directors of the Association until the date being the 10th anniversary of the date this Declaration was recorded in the real property records of the County. On or before the date that is the 10th anniversary of the date this Declaration was recorded in the real property records of the County, the Board of the Association shall call a regular or special meeting of Members of the Association for the purpose of electing one-third of the Board (or such other portion as may be required by then-current applicable laws), which Board member(s) must be elected by Owners other than the Declarant.

(d) Quorum, Notice and Voting Requirements. The quorum, notice and voting requirements of and pertaining to the Association are set forth within the Bylaws of the Association as the same may be amended from time to time.

(e) Additions to or Withdrawals from the Property/Subdivision. Additional tracts of land together with the improvements situated thereon may become subject to this Declaration and Covenants and added to the Subdivision if properly approved by procedures set forth in these Covenants or the Bylaws of the Association, or by the annexation of additional property which can be accomplished by Declarant (or an affiliated corporate owner) at any time without the joinder of any other party by recording a Supplemental Declaration hereto or by noting such annexation on a separate instrument/declaration for the additional lands to be annexed hereto. Upon doing so, any additional property subjected to this Declaration and added to the Subdivision shall be included in and deemed a part of the Association, subject to all rights, privileges, and obligations associated therewith pursuant to the terms hereof and the Bylaws. Additionally, Declarant may withdraw any property subject to this Declaration, at any time without the joinder of any other party by recording notice thereof in the official public records of the County, and upon any such withdrawal, this Declaration and the covenants, conditions,

restrictions, Assessments, charges, liens and other obligations set forth herein will no longer apply to the portion of the Property withdrawn

3. Assessments.

(a) Liens. Each Owner, except Declarant (and its affiliates), of any Lot, by the acceptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees to pay the Association, and the Association shall be entitled to collect, the following assessments ("Assessments"):

(i) A one-time Initial Assessment upon receiving a deed for a Lot to supplement Regular Assessments for maintenance, taxes and insurance on Common Properties and other Association expenses.

(ii) Annual assessments or charges for maintenance, taxes and insurance on Common Properties and other expenses as herein set forth and as established by the Association;

(iii) Special assessments for capital or other improvements or acquisitions, which assessments are to be established and collected as hereinafter provided;

(iv) Special individual assessments which might be levied against individual Lot Owners to reimburse the Association for extra costs for maintenance and repairs caused by the willful or negligent acts of the individual Owner, his family, guests, or invitees and not caused by ordinary wear and tear;

(v) Individual assessments and fines levied against individual Lot Owners for violation of rules and regulations pertaining to the Association and/or Common Properties.

The Assessments, together with interest, costs, and reasonable attorney's fees required to collect the same, if any, shall be a continuing lien with a power of sale against the Lot and all Improvements thereon owned by the party failing to make the payment as due. Assessments shall be made pursuant to the Bylaws of the Association.

(b) Purpose. The assessments levied by the Board on behalf of the Association shall be used to enhance the natural environment, appearance and beauty of the Subdivision, promote the health, recreation, safety, and general welfare of the residents, and maintain, repair, and improve the Common Properties.

(c) Deposit of Assessments. All sums from Assessments or related payments shall be collected and held by the Association and shall be used for the purposes set forth in these Covenants and the Bylaws of the Association.

(d) Initial Assessment. Upon the conveyance and/or closing of any Lot (and for all closings or conveyances of the same Lot thereafter), the new Owner shall pay a one-time Initial Assessment in the amount of \$25.00 (no proration). This Initial Assessment shall be collected at closing by the closing company/agent or shall be paid by the new Owner upon conveyance and/or closing, without additional notice required from the Association. The Initial Assessment may also include transfer fees payable to the Association's management company under a

management contract, as applicable. The Board may waive or suspend this requirement but such a decision shall not affect the applicability and validity of future Initial Assessments.

(e) Annual Assessments. The initial annual assessment per Lot shall be \$360.00. Thereafter, the assessment rate shall be set by a vote of the Board of Directors of the Association. The Board shall give notice to all Members at least thirty (30) days in advance of the date all regular or special assessments are due. All regular assessments shall be collected in advance and shall be due on or before January 1 for the year it is due or whatever other date as amended by the Board. The Board of Directors may not increase the annual assessments by more than twenty-five percent (25%) over the previous year's assessment without the approval of a majority of the Lot Owners to raise their assessments. The Association may use any and all Regular Assessments for any and all of the following uses, but is in no way limited to the uses herein: (a) maintenance and repair of the Common Properties; (b) water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the Common Properties; (c) acquisition of furnishings and equipment for the Common Properties as may be determined by the Association, including, without limitation, all equipment, furnishings, and personnel necessary or proper for use of the recreational facilities; (d) fire insurance covering the full insurable replacement value of the Common Properties, with extended coverage; (e) Liability insurance insuring the Association against any and all liability to the public, to any Owner, or to the invitees or tenants of any Owner arising out of their occupation or use of the Common Properties. The policy limits will be set by the Association, and will be reviewed at least annually and increased or decreased in the discretion of the Association; (f) workers' compensation insurance to the extent necessary to comply with applicable law; (g) any other insurance deemed necessary by the Board of Directors of the Association; (h) a standard fidelity bond covering all members of the Board of Directors of the Association and all other employees of the Association in an amount to be determined by the Board of Directors; and (i) any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this declaration or by law, or which will be necessary or proper in the opinion of the Board of Directors of the Association for the operation of the Common Properties, for the benefit of Lot Owners, or for the enforcement of these restrictions.

(f) Special Assessments. In addition to the regular assessments authorized above, the Board may levy in any assessment 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, repair or replacement of any capital improvements, common properties/areas, or easements within the Subdivision. The decision to make the special assessment and the amount of the special assessment shall be made in accordance with the Bylaws of the Association, subject to the terms of this Declaration.

(g) Special Individual Assessments. In addition to the Individual Assessments authorized below, the Board may levy in any year a Special Individual Assessment for the purpose of reimbursing the Association for any extra costs for maintenance and repairs caused by the willful or negligent acts of an individual Owner, his family, guests or invitees. As used herein, the term "Special Individual Assessment" shall mean those assessments made to any individual Owner pursuant to this Section.

(h) Individual Assessments. The Board may, in its sole discretion, at any time and from time to time levy and assess as individual assessments (collectively, the "Individual Assessments") against any Lot: (i) fines against an Owner and such Owner's Lot for the

violation of rules and regulations pertaining to the Association and/or Common Areas, (b) any costs or expenses, including, without limitation, collection costs, professional engineering and architectural fees and expenses, attorneys' fees and expenses, court costs and any administrative costs and expenses incurred by or on behalf of the Committee or the Association as a result of the failure of any Owner, occupant or their respective family members, agents, guests, servants, employees, invitees and contractors, to at all times observe and perform their respective duties and obligations under this Declaration, (c) any fees, charges and other costs incident to the use of any of the Common Areas for which a charge for the use thereof has been established by the Board, and (d) any costs, charges or other amounts payable by any Owner for any special services which the Association and such Owner may have contracted for which have been or will be provided to such Owner by the Association. The Individual Assessments provided for in this Section shall be levied by the Board and the amount and due date of such Individual Assessment shall be specified by the Board in a notice to such Owner, which due date shall be no earlier than 30 days from the date of such notice or billing invoice for such Individual Assessment.

(i) Effect of Nonpayment. If any assessment or fine or any part thereof is not paid on the dates when due, then the unpaid amount of such assessment shall be considered delinquent and shall, together with any late charge and interest thereon at the maximum rate allowed under applicable law, and costs of collection thereof, thereupon becoming a continuing debt secured by a self-executing lien with a power of sale on the Lot of the non-paying Owner which shall bind such Lot in the hands of the Owner and Owner's heirs, executors, administrators, devisees, personal representatives, successors and assigns. The Board shall have the right to reject partial payments of an unpaid assessment and demand the full payment thereof. The lien for unpaid assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may waive or otherwise escape liability for any assessment provided herein by non-use of the Common Properties or abandonment of the Lot or House. The Assessment liens and rights to foreclosure thereof will be in addition to and not in substitution of any other rights and remedies the Association may have by law and under this Declaration, including the rights of the Association to institute suit against such Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien. In any foreclosure proceeding, such Owner will be required to pay the costs, expenses and reasonable attorney's fees incurred. The Association will have the power to bid (in cash or by credit against the amount secured by the lien) on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same.

(j) Collection. No set-off shall be allowed to any Lot Owner for repairs or improvements made by or on behalf of any Lot Owner, or for services contracted for by any Lot Owner without the express written authorization of the Board. The Board shall be entitled to collect from the Lot Owner all legal costs, including a reasonable attorney's fee incurred by the Association in connection with or incidental to the collection of such assessment, or in connection with the enforcement of the lien resulting therefrom. The lien of the assessments shall be subordinate to: (i) tax liens; (ii) all sums secured by a first mortgage lien or first deed of trust lien of record, to the extent such lien secures sums borrowed for the acquisition or improvement of the Lot in question; and (iii) home equity loans or home equity lines of credit which are secured by a second mortgage lien or second deed of trust lien of record; provided that, in the case of subparagraphs (ii) and (iii) above, such mortgage was recorded before the delinquent Assessment was due.

(k) Fines. Fines and Damages Assessment. The Association may assess fines against an Owner for violations of any provisions of the Declaration or any rule or regulation associated herewith, including but not limited to any design guidelines and any other regulation promulgated by the Board or the Committee, which have been committed by an Owner, an occupant, or the Owner's or occupant's guests, agents or invitees. The payment of each fine and/or damage charge levied by the Board against the Owner of a Lot is, together with interest and all costs of collection, including attorney's fees as herein provided, deemed an Assessment hereunder secured by the lien granted to the Association pursuant to this Article. As such, a fine and/or damage charge will be enforced in accordance with the terms and provisions governing the enforcement of assessments pursuant to this Article. Each day of violation may be considered a separate violation if the violation continues after written notice to the Owner. The Board may assess damage charges against an Owner for pecuniary loss to the Association from property damage or destruction of Common Properties or facilities thereon by the Owner, occupant, or their guests, agents, or invitees. The Board or its designees will have authority to send notices to alleged violators, informing them of their violations and asking them to comply with the Declaration and/or informing them of potential or probable fines or damage Assessments. The Board may from time to time adopt a schedule of fines. The procedure for assessment of fines and damage charges will be as adopted by the Board.

4. Duties and Powers of Association.

(a) The Association shall have all the powers of a Texas nonprofit corporation and a property owners association for the Subdivision under the Texas Business Organizations Code, the Texas Property Code and the governing documents of the Association. It shall further have the power to do and perform any and all acts that may be necessary or proper for, or incidental to, the exercise of any of the express powers granted to it by applicable law or this Declaration. The affairs of the Association shall be conducted by its Board. In addition to the duties and powers of the Association as set forth in the Bylaws, or as set forth herein, and in order to carry out the obligations of the Association, the Board shall have the following rights and powers and may provide for and pay for, out of assessments, the means to exercise the following rights and powers:

(i) Maintain and otherwise manage all the Common Properties and all improvements and landscaping on the Common Properties and at the entrances to the Subdivision, including provision for taxes, insurance and utilities which pertain to Common Properties.

(ii) Hire legal and accounting services to serve the Association.

(iii) Obtain and maintain such policy or policies of insurance as the Association may deem necessary or desirable in protecting the interest of the Association and its Members.

(iv) Authority to employ a manager or other person under contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association including, but not limited to, a yard maintenance service. The manager under contract may be affiliated with the Developer.

(v) Provide materials or other supplies or services which the Board may be required to obtain or pay for pursuant to these Covenants for the benefit of the Association.

(vi) To enter into contracts, maintain one (1) or more bank accounts and generally to have all powers necessary or incidental to the operation and management of the Association.

(vii) To execute all declarations of ownership for tax assessment purposes as necessary.

(viii) To make reasonable rules and regulations for the operation of the Common Properties and to amend these Covenants from time to time.

(ix) To request and accept funds from the Developer/Declarant, or an affiliated Builder, to support and subsidize Association matters and expenses, when necessary, and to reimburse Developer/Declarant, or the affiliated Builder, for such funds upon receipt of written invoice/request.

(b) Development Period. If applicable law requires a stated term, the "Development Period" runs continuously from the date this Declaration is recorded until the earliest of the following events: (a) ten (10) years after the date on which this Declaration is publicly recorded, and (b) the date on which every residential Lot in the Subdivision (including annexed areas) is improved with a Residence and is no longer owned by the Declarant or an Affiliated Owner. No act, statement, or omission by the Association may effect termination of the Development Period earlier than the term stated in this Section. Notwithstanding the foregoing, Declarant may terminate the Development Period at any earlier time by recording a notice of termination.

(c) Declarant Rights During Development Period. Except as expressly provided elsewhere herein, for the duration of the Development Period, the Declarant hereby reserves each and every right, reservation, privilege, and exception available or permissible under applicable law for declarants and developers of residential subdivisions, if and to the full extent that such right, reservation, privilege, or exception is beneficial to or protective of Declarant or Builders. The reserved rights of Declarant shall include, but are not limited to, the unilateral right to adopt and amend the certificate of formation, bylaws, and other governing documents of the Association; adopt Association budgets; change the rate and time of payment of Assessments; levy special Assessments; receive applications for review of Improvement plans; and exercise the duties of the Committee or otherwise approve or deny all plans for Improvements in the Subdivision, unless expressly provided otherwise herein. No act, statement, or omission by the Association may effect termination or any reduction of the Declarant's rights under this Section. Declarant construes the applicable law in effect on the date of this Declaration as applying only to improved Lots that have been conveyed to Owners other than Builders, and not applying to vacant Lots conveyed to Builders or to Affiliates of Declarant. However, because the statute does not so state, Declarant will exercise the votes of Builders, if any. Declarant reserves the unilateral right identify the maximum number of Lots that may be created and made subject to this Declaration, in its sole discretion.

(d) Turnover. Upon termination of the Development Period or such prior time as Declarant may elect in writing, the Owners shall be required to take over the management of the Association and relieve Declarant of all duties associated therewith. Upon such turnover by

Declarant, the Owners within the Subdivision will be required to choose their own Board of Directors to represent them and to manage the Association in accordance with the terms and conditions of this Declaration and to establish any and all Bylaws, procedures and other management devices by which the Association shall operate. If the Owners should fail/refuse to choose their own Board of Directors upon turnover, the Declarant-appointed Directors may appoint the replacement Directors from amongst the Owners and/or may resign. After turnover, any Directors must be Owners within the Subdivision. Notwithstanding anything to the contrary, until such turnover has taken place, any expenses incurred in management of the Association shall be reimbursed to Declarant by the Association, including, without limitation, the cost of Declarant and/or its agents and representatives for the time spent in the management of the Association. FROM AND AFTER THE TIME OF SUCH TURNOVER, AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE ASSOCIATION SHALL INDEMNIFY AND HOLD DECLARANT HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OR DAMAGES OF EVERY KIND ARISING OUT OF THE OPERATIONS OF THE ASSOCIATION AND THE DEVELOPMENT AND OPERATION OF THE COMMON PROPERTIES.

(e) Declarant's Development Rights. Declarant or the transferees of Declarant will undertake the work of developing all Lots included within the Subdivision. The sale, rental, or other disposal of residential units is important to the establishment and welfare of the Subdivision as an ongoing residential community. In order that such work may be completed and the Subdivision be established as a fully occupied residential community, nothing in this Declaration will be understood or construed to:

(i) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from doing on any part or parts of the Property owned or controlled by Declarant or Declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of development of the Subdivision or construction of residences therein;

(ii) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from constructing and maintaining on any part or parts of the Property owned or controlled by Declarant, Declarant's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the subdivision as a residential community, and the disposition of Lots by sale, lease, or otherwise;

(iii) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from conducting on any part or parts of the Property owned or controlled by Declarant or Declarant's transferees or their representatives, the business of completing such work, of establishing the subdivision as a residential community, and of disposing of Lots by sale, lease, or otherwise; or

(iv) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from maintaining such sign or signs on any of the Lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or otherwise of Subdivision Lots.

(v) As used in this Section, the word "transferees" specifically excludes purchasers of Lots improved with completed residences.

(f) Riparian Rights and Groundwater. All riparian rights appurtenant to the Subdivision are specifically reserved in and retained by Declarant. All of (i) the underground water, percolating water, artesian water, and any other water from any and all depths and reservoirs, formations, depths and horizons beneath the surface of or otherwise relating to the Property, including the right to withdraw, beneficially use and/or remove such groundwater from such property (the "Groundwater"), (B) the real and personal property rights relating to the Groundwater, and all future rights thereto, (C) the appurtenances, permits, authorities, licenses, consents and contracts, if any, relating to or pertaining to the Groundwater, together with all modifications, amendments, renewals, extensions or successor or substitute permits relating to such rights, and (D) the rights to beneficially use such Groundwater, are specifically reserved in and retained by the Declarant.

(g) Assignment. Notwithstanding any provision in this Declaration to the contrary, Declarant may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any person or entity and may permit the participation, in whole, in part, exclusively, or non-exclusively, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder.

5. Limitation on Liability

Neither any Member nor Owner, nor the Directors and Officers 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 otherwise. Neither the Declarant, the Association, its Directors, Officers, Agents or Employees shall be liable for any damages, including, but not limited to, incidental or consequential damages, for the exercise or failure to exercise any of its rights hereunder, or for failure to inspect any premises, improvements or portion thereof, or for failure to repair or maintain the same.

6. Property Rights in the Common Properties

(a) Members' Rights. Every Member and their family members has the non-exclusive right to benefit from, use and enjoy the Common Properties subject to all applicable codes and ordinances, including without limitation the right to benefit from any services, whether utility or otherwise, that the Common Property offers. Such right is an appurtenance to the Property and passes with the title to every Lot; provided, however, it does not give such person (except for the Declarant and its affiliates) the right to make alterations, additions or improvements to the Common Property.

(b) Title to the Common Properties. The Declarant may convey title to the Common Properties to the Association, or in the case where easements constitute part of the Common Properties, Declarant may assign and transfer such easements to the Association, subject to the lien of taxes and assessments for the current year not yet due and payable, utility easements, pipelines, set-back lines, mineral interests and other restrictions of record. Upon such conveyance, the rights, obligations and liabilities with respect to any such Common Properties shall belong solely to the Association.

(c) Extent of Members' Rights in Common Property. The rights and easements created hereby shall be subject to the following:

(i) All applicable local, state and federal codes, ordinances and restrictions, with specific regard to construction limitations and maintenance requirements as set forth herein or otherwise.

(ii) The right of the Board to prescribe or to enact regulations governing the use, operation, and maintenance of the Common Property.

(iii) The right of the Association in accordance with its Bylaws to borrow money for the purpose of improving, maintaining and servicing Common Property and facilities.

(iv) The right of the Association as may be provided by its Bylaws and the provisions of this Declaration to suspend the voting rights of any Member and to suspend the right of any individual to use any of the Common Property for any period during which any assessment against a Lot owned by such Member remains unpaid, including the right to seek reimbursement or damages from the delinquent Member therefor.

(v) The right of the Association to dedicate or transfer all or any part of the Common Property to any municipality, county, or public agency, authority or utility for such purposes and upon such conditions as the Board of the Association may determine in its sole discretion.

7. Maintenance of Common Property.

(a) Association's Responsibility.

(i) The Association shall maintain and keep in good repair, service, condition and function the Common Properties owned by the Association, including the entrances. The Association shall also maintain any owned perimeter and/or screen fencing that may surround the borders of the Subdivision or divide parts of the Subdivision from properties (commercial or otherwise) outside of the Subdivision. The maintenance of the Common Properties shall include, without limitation, maintenance, repair, replacement, planting, sodding, and all other necessary maintenance and repairs of whatsoever nature as may be required by city, state or federal code or ordinance with respect to the Common Property and the facilities related thereto.

(ii) The cost to the Association of maintaining the Common Property shall be assessed equally among the Members as part of the assessments pursuant to the provisions of these Covenants, except as otherwise stated herein.

(iii) In the event a Member or Owner (except for Declarant or its affiliates) fails to follow or otherwise violates the covenants, conditions, and/or restrictions contained in this Declaration after the Declarant turns over

control of the Board, the applicable City or County within which the Subdivision is located may exercise all rights of the Association contained in this Declaration, including, but not limited to, the right to impose Special Assessments and impose liens against individual Members/Owners (except for Declarant or its affiliates), subject to applicable City or County regulations.

8. Easements.

(a) Right of Ingress and Egress. Declarant, its agents, employees and designees will have a right of ingress and egress over and the right of access to the Common Properties to the extent necessary to use the Common Properties and the right to such other temporary uses of the Common Properties as may be required or reasonably desirable (as determined by Declarant in its sole discretion) in connection with the construction and development of the Property. Declarant shall be entitled to grant easements to third parties across the Property as may be necessary, in Declarant's sole discretion, to facilitate the Declarant's development of property adjacent to the Property.

(b) Association Easement. The Association, through its duly authorized employees and contractors, will have the right after reasonable notice to the Owner of any Lot, to enter any Lot at any reasonable hour on any day to perform such maintenance as may be authorized in this Declaration. The property shall be subject to a perpetual non-exclusive easement for the installation and maintenance, including the right to read meters, service or repair lines and equipment, and to do everything and anything necessary to properly maintain and furnish the Subdivision and the facilities pertinent and necessary to the same, which easement shall run in favor of Declarant.

(c) Utility Easements. Declarant hereby reserves unto itself and Declarant's successors and assigns a perpetual non-exclusive easement over and across the Property for: (i) the installation, operation and maintenance of utilities and associated infrastructure to serve the Property and any other property owned by Declarant; (ii) the installation, operation and maintenance of cable lines and associated infrastructure for sending and receiving data and/or other electronic signals, security and similar services to serve the Property and any other property owned by Declarant; and (iii) the installation, operation and maintenance of walkways, pathways and trails, drainage systems, street lights and signage to serve the Property and any other property owned by Declarant. Declarant will be entitled to unilaterally assign the easements reserved hereunder to any third party who owns, operates or maintains the facilities and Improvements described in (i) through (iii) of this Section. The exercise of the easement reserved herein will not extend to permitting entry into any residence, nor will it unreasonably interfere with the use of any Lot or residence or Improvement constructed thereon.

(d) Above-Ground Utilities. Other than for primary service of the Subdivision and within platted easements, there shall be no above-ground service for utilities except those lines or poles that shall be approved, in writing, by a majority vote of the Board. Each Owner shall be responsible for the protection of underground utilities located on his or her Lot and shall prevent and be precluded from any alteration of grade or construction activity which may interfere with said utilities.

9. Use and Division of Lots.

No Lot may be divided, subdivided, or otherwise split. The Subdivision (and each Lot situated therein) shall be constructed, developed, occupied and used as follows

(a) Residential Lots. All Lots within the Subdivision shall be used, known and described as Residential Lots. Only one single family residential dwelling shall be permitted on each Lot. In addition, only customary and usual necessary structures may be constructed on each Lot as may be permitted by City regulations. No building or structure intended for or adopted to business purposes shall be erected, placed, permitted or maintained on any Lot. This Covenant shall be construed as prohibiting the engaging in or practice of any commerce, industry (including oil/gas production), business, trade or profession within the Subdivision and/or within any Lot. The restrictions on use herein contained shall be cumulative of and in addition to such restrictions on usage as may from time to time be applicable under and pursuant to the statutes, rules, regulations and ordinances of the City or any other governmental authority or political subdivision having jurisdiction over the Subdivision.

(b) Consolidated Lots. Any Owner owning two or more adjoining Lots or portions of two or more such Lots, may, with the prior approval of the Committee and any applicable governmental authority, consolidate such Lots or portions thereof into a single building site for the purpose of constructing one residence and such other Improvements as are permitted herein. The Lot resulting from such consolidation shall bear, and the Owner thereof shall be responsible for all Assessments applicable to the Lot. Provided the unimproved Lots have been consolidated by a reasonably identifiable method, as approved by the ACC, the Assessment for the consolidated Lot shall be equal to any other single unimproved Lot. When the consolidated Lot is improved with a single Living Unit, the Owner will be subject to an Assessment equal to that for a single improved Lot. No Easement in a Lot may be granted by an Owner without the prior written approval of the Committee.

(c) Residential Purposes. By acquisition of any Lot within the Subdivision, each Owner (excluding bona fide home builders) covenants with and represents to the Declarant and to the Association that the Lot is being specifically acquired for the specific and singular purpose of constructing and using a single family residential dwelling thereon, or as a residence for such owner and/or owner's immediate family members.

(d) Architectural Control Committee. In order to maintain a beautiful and pleasing setting in the Subdivision, the Association has created an Architectural Control Committee ("Committee") to carry out the goals and functions of such Committee as set forth herein and as may be further adopted by the Association or the Declarant, which may be amended from time to time. The Committee may adopt "Design Guidelines" from time to time during the Development Period, which are standards for design and construction of any and all Improvements placed on any Lot adopted pursuant to this Section, as they may be amended from time to time. The Design Guidelines may consist of multiple written design guidelines applying to specific portions of the Property. Declarant may, but is not required to, adopt the initial Design Guidelines, and may amend or supplement the same from time to time. Design Guidelines shall be adopted and effective upon a recording of written instrument stating that Design Guidelines for the Subdivision have been adopted and designating which portions of the Property such Design Guidelines shall encumber. Notwithstanding any provision in these Bylaws to the contrary, during the Development Period, the Declarant may exercise the duties of the Committee in its sole discretion.

(e) Submission of Plans. Two (2) sets of building and site improvement plans and specifications must be submitted to the Committee for its approval prior to the commencement of construction (this requirement shall not be applicable to the Declarant or any affiliates thereof). The Committee shall act to enforce the requirements of these Covenants in a reasonable manner. The Committee has the authority to maintain the architectural conformity of the Subdivision, and in consideration thereof shall determine that the proposed construction shall not detract from the development and shall enhance the purpose of the development to provide a beautiful and pleasing setting in the Subdivision. The Committee shall consider such matters as the proposed square footage, location, materials, exterior style and landscaping, etc. The Committee may adopt rules or bylaws explaining the mechanics of its operation and providing for a twenty-one (21) day maximum time within which plans must be reviewed and approved or disapproved after submission, and if not approved or disapproved in that period, that the same shall be considered as automatically approved. The Board may also exercise the duties of the Committee in the event the Board deems it necessary and efficient to do so.

(e) Minimum Square Footage. The minimum heated and cooled square footage for any single family home construction on the Lot within the Subdivision shall be determined by the Committee.

(f) Architectural Requirements.

- (i) Each dwelling shall front a dedicated public street.
- (ii) No building shall be located closer to the street than the minimum building or set-back lines shown on the recorded Plat.
- (iii) All residences shall have roof shingles that are like the original in color (grey/charcoal/black). Deviation from this color requires approval from the Committee

(g) Additions to Existing Structures. All additions to the Property shall conform to the basic styling and materials of the dwelling on any Lot. All additions shall fall within the building set-backs on said Lot and shall not be placed over any drainage or utility easement. All improvements shall be constructed in accordance to applicable City codes, rules and regulations. Any additions contemplated by the home owner or lot owner must submit plans prior to construction to the Committee for approval. The Committee has complete and sole discretion to approve, modify, deny or change any request for an addition to an existing structure.

(h) Surface Drainage. Each Lot shall receive and drain in an unobstructed manner the storm and surface waters from Lots and drainage areas of higher elevation and from public streets and easements. No Lot Owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across his Lot. The foregoing covenants set forth in this paragraph shall be enforceable by any affected Lot Owner and by the City.

(i) Garage and Detached Structures and Storage Buildings. All residences constructed in the Subdivision shall have a private garage to accommodate a minimum of two (2) automobiles (provided, however, that this requirement shall not apply to residences constructed by Declarant or its affiliates). No carports are allowed on the side, rear or front

yards of any Lots. Each garage shall be fully enclosed and contain a full-length overhead style door. All garage doors are to be kept closed when not entering or exiting the garage. Any detached structure to be built on a Lot, such as a covered entertainment area, guest house, pool house, storage building, or other structure, shall conform to the basic styling and materials of the residential dwelling. Any detached structure contemplated for construction by any home owner or lot owner must, prior to construction, submit acceptable plans to the Committee for approval. The Committee has complete and sole discretion to approve, modify, deny or change any request for an addition to any existing structure.

(j) Temporary Structures. No trailer, mobile home, tent, construction shack, or other outbuilding shall be erected on any Lot in the Subdivision except for temporary use by construction contractors for a reasonable period of time.

(k) Fences. No fence shall be constructed on any Lot in the area between the front building line of any dwelling and the front lot line of any Lot. No fence on a corner lot shall be constructed beyond the side set-back line toward the street, except for the community entry. Further, the placement/location of any perimeter fencing around the Subdivision as initially installed by the Declarant and/or original developer may not be adjusted, relocated or moved without the prior consent of the Committee and/or the Board. Any privacy fence shall be constructed so that the framing shall be toward the inside of the owner's lot, provided, however, that this requirement shall not apply to portions of fences constructed on interior (non-street facing), common Lot lines shared by Owners/Members. All fences must be installed by a professional installer and shall be six foot (6') wood privacy fencing with vertical boards (not horizontal) and no chain-link fences, wire, hog wire, or other similar materials shall be permitted. Prior to installation, the fence design and name of the installer must be approved by the Committee.

(l) Mailboxes. All mailboxes shall be approved by the United States Postal Service. The type of construction shall be consistent with the design established by the Developer. Community mailbox is an approved alternative subject to approval of the United States Postal Service.

(m) Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign advertising the Property for sale, resale or rent, or signs used by builder or agent to advertise the Property during the construction and sale of a dwelling thereon. In no event shall any such sign stand more than seven (7) feet above ground level, nor be more than five (5) square feet in size, nor be lighted at night. These signage restrictions and requirements shall not apply to Declarant. In addition to the foregoing, 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 shall not be erected more than ninety (90) days in advance of the election to which they pertain and are removed within fifteen (15) days after the election, and that the Committee shall have the right to regulate the size and type of political signs on Lots.

(n) Parked Vehicles. All vehicles parked in the front of the front building line must be parked on the driveway. No inoperative vehicles of any nature shall be permitted to remain on any Lot or Lots for a period in excess of one (1) day. Except on special occasions such as holidays or events at an Owner's residence, and subject to applicable law, all parking shall be in driveways or garages and shall not be on a street or on any yard. Accordingly, no vehicle shall be parked overnight on a street. No parking of vehicles shall interfere with any construction

activities of the Declarant or a Homebuilder during development of the Subdivision or construction of residences therein. Any violation of this section may result in a towing of the vehicle at the owner's expense per municipal regulations. No vehicle maintenance shall be performed on the streets or in the front yards or on parking pads of any Lot.

(o) Appearance of Lot. All Owners shall be required to keep their Lot (including improvements and sidewalks thereon) in a clean and sanitary condition whether or not they have constructed a residence on the Lot. All open areas on Lots shall be kept mowed to a height of not more than six (6) inches. No playgrounds, swing sets, trampolines, swimming pools, picnic tables, or other similar equipment is allowed in the front yards of any Lot. The Board and Committee may promulgate rules and regulations regarding the maintenance of Lots and adequate enforcement mechanisms in the event a Lot is not properly maintained.

Upon failure of the Owner to maintain or landscape the grounds of any Lot in accordance with the provisions above, the Association may, upon 15 day's written notice to the Owner, cause the grass, weeds and vegetation to be cut. The cost of any maintenance required under this section and any enforcement costs shall be assessed to the Owner, and shall constitute a lien upon the Lot, and may be collected in accordance with the terms of this Declaration.

(p) Recreational Vehicles and Accessories. No boats, trailers, recreational vehicles, and vehicles used for recreational purposes are allowed in the subdivision unless they are stored in a private garage.

(q) Storage and Construction Materials. Construction materials may only be stored on a Lot for thirty (30) days prior to the commencement of construction. Thereafter, construction is to be completed within a reasonable period of time. The Declarant shall be allowed to store materials on a Lot in an orderly fashion as long as may be reasonably necessary.

(r) Garbage/Dumping/Pets. Dumping is prohibited in the Subdivision. All trash, garbage or other waste shall be kept in sanitary containers that shall be located at the rear of each residential unit or enclosed garages and must be out of sight from the street. All Lots shall be maintained in a neat and orderly condition at all times. Owners shall keep animals and pets on a leash at all times that the animal and/or pet is outside of the Owners home or fenced in Lot (including while on any other Lot or the Common Areas). Owners shall immediately pick up and dispose of any animal or pet waste that occurs on a Lot or the Common Areas.

(s) Model Home and Construction Facilities. Model homes for the purposes of home sales are permitted by the Declarant. The garage of model homes may be used as sales offices. One trailer or temporary building may be located on a residential lot by the Declarant and used as a construction office until the Subdivision reaches one-hundred percent (100%) occupancy.

(t) Construction Activities. Notwithstanding any provision herein to the contrary, this Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) upon any Lot within the Subdivision. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, or similar activities, provided that such construction is pursued to completion with reasonable diligence and as hereinafter provided,

and conforms to usual construction practices in the area. No residential building including flatwork shall remain incomplete for more than six (6) months after the foundation construction has commenced. The Committee may, by its written approval, permit extensions of the aforesaid timeframe in its sole discretion, provided that construction is being diligently pursued. Notwithstanding any provision in this Declaration to the contrary, the use restrictions in this Section 10 shall not apply to the Declarant or Lots owned thereby during the Development Period.

10. Nuisances.

No noxious or offensive activity shall be carried on in, upon, or around any residence or Lot or in or upon any Common Property or easement areas, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the remaining Owners or their tenants or licensees or any of them, which shall in any way interfere with the quiet enjoyment of such of the Owners, tenants, or licensees of his respective residence of Lot or which shall in any way increase the rate of insurance for the Property.

11. Regulations.

Reasonable regulations concerning the use of the Property, including Common Property and all other areas which the Association maintains, regardless of fee ownership, may be made and amended from time to time by the Association.

12. Enforcement of Obligations; Miscellaneous.

(a) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW BUT WITHOUT DUPLICATION (AND SUBJECT TO) ANY RIGHTS OR BENEFITS ARISING UNDER THE GOVERNING DOCUMENTS OF THE ASSOCIATION, THE ASSOCIATION WILL INDEMNIFY ANY PERSON WHO WAS, OR IS, A PARTY, OR IS THREATENED TO BE MADE A PARTY TO ANY THREATENED, PENDING OR COMPLETED ACTION, SUIT OR PROCEEDING, WHETHER CIVIL, CRIMINAL, ADMINISTRATIVE OR INVESTIGATIVE, BY REASON OF THE FACT THAT HE OR SHE IS, OR WAS, A DIRECTOR, OFFICER, COMMITTEE MEMBER, EMPLOYEE, SERVANT OR AGENT OF THE ASSOCIATION, AGAINST EXPENSES, INCLUDING ATTORNEYS' FEES, COURT AND OTHER COSTS REASONABLY INCURRED BY HIM IN CONNECTION WITH SUCH ACTION, SUIT OR PROCEEDING, IF IT IS FOUND AND DETERMINED BY THE BOARD OR A COURT THAT HE OR SHE (1) ACTED IN GOOD FAITH AND IN A MANNER HE REASONABLY BELIEVED TO BE IN, OR NOT OPPOSED TO, THE BEST INTERESTS OF THE ASSOCIATION, OR (2) WITH RESPECT TO ANY CRIMINAL ACTION OR PROCEEDING, HAS NO REASONABLE CAUSE TO BELIEVE THAT HIS OR HER CONDUCT WAS UNLAWFUL. THE BOARD MAY PURCHASE AND MAINTAIN, AT THE EXPENSE OF THE ASSOCIATION, INSURANCE ON BEHALF OF ANY PERSON WHO IS ACTING AS A DIRECTOR, OFFICER, COMMITTEE MEMBER, EMPLOYEE, SERVANT OR AGENT OF THE ASSOCIATION AGAINST ANY LIABILITY ASSERTED AGAINST HIM OR HER OR INCURRED BY HIM OR HER IN ANY SUCH CAPACITY, OR ARISING OUT OF HIS OR HER STATUS OF SUCH, WHETHER OR NOT THE ASSOCIATION WOULD HAVE THE POWER TO INDEMNIFY HIM AGAINST SUCH LIABILITY OR OTHERWISE.

(b) THE ASSOCIATION AND THE DECLARANT SHALL NOT BE CONSIDERED TO HAVE A DUTY TO ENSURE OR GUARANTEE THE SAFETY OF THE OWNERS IN THE

SUBDIVISION OR TO BE A PROVIDER OF SECURITY SERVICES. WHETHER OR NOT THESE SERVICES ARE PROVIDED BY THE ASSOCIATION OR THE DECLARANT, NEITHER THE ASSOCIATION NOR THE DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS, DAMAGE, OR INJURY TO ANY PERSON OR PROPERTY BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES AND SERVICES TAKEN OR PROVIDED. EACH OWNER, TENANT, GUEST, OR INVITEE ACKNOWLEDGES AND UNDERSTANDS THAT THE DECLARANT AND THE ASSOCIATION, THEIR OFFICERS, DIRECTORS, OWNERS, MEMBERS, AND COMMITTEE MEMBERS HAVE MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, RELATIVE TO ANY SECURITY MEASURES UNDERTAKEN WITHIN THE SUBDIVISION.

(c) Each Owner shall be governed by and shall comply with the terms of these Covenants and the Bylaws of the Association. Upon failure of an Owner to so comply, the Declarant, the Association, any mortgagees having a first lien, or other Owners shall have the right to institute legal proceedings, and the prevailing party shall be entitled to recover its or his legal costs, including reasonable attorney's fees. The failure of any of the foregoing named entities or persons to enforce any right, requirement, restriction, covenant, or other provision of the hereinabove named documents, shall not be deemed to be a waiver of the right to seek judicial redress against subsequent noncompliance therewith.

(d) Fines. The Association may levy reasonable charges, as an Individual Assessment, against an Owner and his Lot if the Owner or Resident, or the Owner or Resident's family, guests, employees, tenants, agents, or contractors violate a provision of the Documents. Fines may be levied for each violation or for each day a violation continues, and do not constitute a waiver or discharge of the Owners obligations under the Documents.

(c) Any and all of the provisions contained in these Covenants may be changed or amended at any time by a written instrument signed and acknowledged by the Declarant during the Development Period, or alternatively, after the Development Period, these Covenants may be amended at any time by a written instrument signed and acknowledged by the Owners of sixty-seven percent (67%) of the Lots. The provisions of any instrument amending or terminating these Covenants shall be effective from and after the date it is properly recorded (provided, however, that the Owners may not terminate these Covenants during the time that Declarant owns at least one (1) Lot).

(d) Notice. Any notice required to be given to any Member or Owner shall be deemed to have been properly delivered when deposited in the United States mail, postage pre-paid, addressed to the last-known address of the person who appears as the Member or Owner on the records of the county at the time of such mailing.

(e) Disputes. Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of these Covenants shall be determined by the Declarant. These determinations (absent arbitrary and capricious conduct or gross negligence) shall be final and binding upon all Owners.

(f) These Covenants shall run with the land and shall be binding on all parties and all persons claiming under the land and the Property for a period of twenty (20) years from the date this instrument is recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of

the then-Owners of the Lots has been recorded agreeing to change said Covenants in whole or in part.

(f) If any provision of this Declaration or any section, clause, phrase, work or application thereof in any circumstance is held to be invalid, the validity of the remainder of these Covenants and of the application of the remaining provisions shall not be affected thereby.

(g) Interpretation. If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of 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. The terms and provisions of this Declaration are to be liberally construed to give effect to the purposes and intent hereof. All doubts regarding a provision in this Declaration or applicable law, including restrictions on the use or alienability of property, will be resolved in the following order of preferences, regardless which party seeks enforcement: First, to give effect to Declarant's intent to protect Declarant's interests in the Subdivision; second, to give effect to Declarant's intent to direct the expansion, build-on, and self-out of the Subdivision; third, to give effect to Declarant's intent to control governance of the Association for the maximum permitted period; Fourth, in favor of the operation of the Association and its enforcement of the certificate of formation, bylaws, and other governing documents of the Association for the benefit of Owners collectively; and, finally, to protect the rights of individual Owners. 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 here from, 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.

(h) Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in the County.

[Signature Page Follows]

IN WITNESS WHEREOF, San Antonio LD, LLC, a Texas limited liability company, has authority to cause these presents to be duly executed by the undersigned on this 26th day of FEBRUARY, 2024.

San Antonio LD, LLC

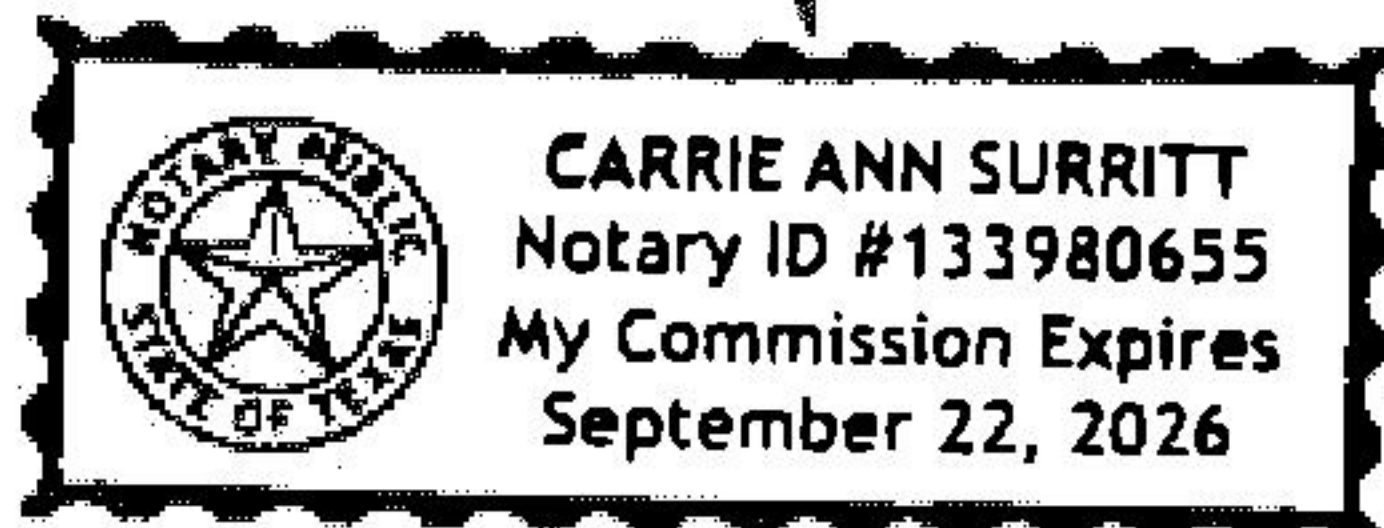
By [Signature]
Title: Manager

ACKNOWLEDGMENT

STATE OF TEXAS)
) ss.
COUNTY OF BEXAR)

On the 26th day of FEBRUARY, 2024, before me, the undersigned officer, personally appeared Kevin Pape, known to me (or satisfactorily proven) to be the Manager of San Antonio LD, LLC and whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal this 26 day of February, 202024



[Signature]
Notary Public
Filing No. _____

My Commission Expires:

(Seal)

EXHIBIT A
Property Description

Lots 32-38 Block 2, Lots 11-35 Block 4, Lots 2-13 Block 5, Lots 1-34 Block 13, Lots 1-17 Block 14, Hidden Oasis Unit 2, Bexar County, Texas, Plat filed as Doc #20240028070 on February 16, 2024 with Bexar County Clerk.

Lot 1, Block 2, Silverleaf Subdivision, Unit 1, Bexar County, Texas, according to the map or plat thereof recorded in Volume 9300, Page 246, Deed and Plat Records, Bexar County, Texas, SAVE & EXCEPT a0.059 of an acre described in Document No.20210278245, Real Property Records, Bexar County, Texas.

File Information

**eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY
LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

Document Number: 20240033944
Recorded Date: February 27, 2024
Recorded Time: 8:48 AM
Total Pages: 25
Total Fees: \$117.00

**** THIS PAGE IS PART OF THE DOCUMENT ****

**** Do Not Remove ****

Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 2/27/2024 8:48 AM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk