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DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR

*THE HAVEN AT MISSION*

[MIDLAND COUNTY, TEXAS]

Declarant: D.R. HORTON – TEXAS, LTD., a Texas limited partnership

*This Declaration of Covenants, Conditions and Restrictions may be used only in connection with the residential community known as The Haven at Mission in Midland County, Texas and the operation of The Haven at Mission Residential Community, Inc.*

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
THE HAVEN AT MISSION**

This Declaration of Covenants, Conditions and Restrictions (the "Declaration") is made by **D.R. HORTON - TEXAS, LTD.**, a Texas limited partnership (the "Declarant"), and is as follows:

**RECITALS:**

A. This Declaration is filed with respect to Lots 1 through 11 in Block 1; Lots 1 through 43 in Block 2; Lots 1 through 47 in Block 3; and Lots 1 through 14 in Block 4; and Lots 1 through 45 in Block 5, The Haven at Mission, a subdivision in the City of Odessa, Midland County, Texas, according to the map or plat thereof recorded in Document No. 2020-11880, Cabinet K, Pages 127-128, Official Public Records of Midland County, Texas (the "Property").

B. L.O.A. Land Development, LLC, a Texas limited liability company ("LOA"), is the owner of the Property. LOA executes this Declaration to evidence its consent to subject the Property to the terms and provisions of this Declaration.

C. Declarant desires to create and carry out a uniform plan for the development, improvement, and sale of the Property.

D. By the Recording of this Declaration, Declarant serves notice that the Property is subject to the terms and provisions of this Declaration.

**NOW, THEREFORE**, it is hereby declared: (i) that the Property (or any portion thereof) will be held sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with such portions of the Property and will be binding upon all parties having right, title, or interest in or to such portions of the Property or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each owner thereof; and (ii) that each contract or deed conveying the Property (or any portion thereof) will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed.

This Declaration uses notes (text set apart in boxes) to illustrate concepts and assist the reader. If there is a conflict between the note and the text of this Declaration, the text will control.

**ARTICLE 1  
DEFINITIONS**

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration will have the meanings hereinafter specified:

**"Applicable Law"** means the statutes and public laws and ordinances in effect at the time a provision of the Restrictions is applied, and pertaining to the subject matter of the Restriction provision. Statutes and ordinances specifically referenced in the Restrictions are "Applicable Law" on the date of the Restrictions, and are not intended to apply to the Property if they cease to be applicable by operation of law, or if they are replaced or superseded by one or more other statutes or ordinances.

**"Architectural Control Committee" or "ACC"** means the committee created pursuant to this Declaration to review and approve or deny plans for the construction, placement, modification, alteration or remodeling of any Improvements on a Lot. As provided in *Article 7* below, the Declarant and the ACC and the ACC is not a committee of the Association until the Declarant has assigned its right to appoint and remove all ACC members to the Association in a Recorded written instrument.

**"Assessment" or "Assessments"** means assessments imposed by the Association under this Declaration.

**"Assessment Unit"** has the meaning set forth in *Section 6.8.2*.

**"Association"** means The Haven at Mission Residential Community, Inc., a Texas non-profit corporation, which will be created by Declarant to exercise the authority and assume the powers specified in *Article 4* and elsewhere in this Declaration.

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

**"Bulk Rate Contract" or "Bulk Rate Contracts"** means one or more contracts which are entered into by the Association for the provision of utility services or other services of any kind or nature to the Lots. The services provided under Bulk Rate Contracts may include, without limitation, cable television services, telecommunications services, internet access services, "broadband" services, security services, trash pick-up services, propane service, natural gas service, lawn maintenance services, wastewater services, and any other services of any kind or nature which are considered by the Board to be beneficial to all or a portion of the Property. Each Bulk Rate Contract must be approved in advance and in writing by the Declarant until expiration or termination of the Development Period.

**"Bylaws"** means the Bylaws of the Association.

**"Certificate"** means the Certificate of Formation of the Association, filed in the Office of the Secretary of State of Texas, as the same may be amended from time to time.

**"Common Area"** means any property and facilities that the Association owns or in which it otherwise holds rights or obligations, including any property or facilities held by the Declarant for the benefit of the Association or its Members. Common Area includes any property that the Association holds under a lease, license, or any easement in favor of the Association. Some Common Area will be solely for the common use and enjoyment of the

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Owners, while other portions of the Common Area may be for the use and enjoyment of the Owners and members of the public.

**"Community Manual"** means the community manual, which may be initially adopted and recorded by the Declarant as part of the initial project documentation for the benefit of the Association and the Property. The Community Manual may include the Bylaws, Rules and Regulations and other policies governing the Association. The Community Manual may be amended or supplemented, from time to time, by the Declarant during the Development Period. Any amendment to the Bylaws, Rules and Regulations and other policies governing the Association prosecuted by the Board must be approved in advance and in writing by the Declarant until expiration or termination of the Development Period. Upon expiration or termination of the Development Period, the Community Manual may be amended by a Majority of the Board.

**"Community Systems"** means any and all cable television, telecommunications, alarm/monitoring, internet, telephone or other lines, conduits, wires, amplifiers, towers, antennas, satellite dishes, equipment, materials and installations and fixtures (including those based on, containing and serving future technological advances not now known), if installed by Declarant pursuant to any grant of easement or authority by Declarant within the Property.

**"Declarant"** means D.R. HORTON – TEXAS, LTD., a Texas limited partnership, its successors or assigns; provided that any assignment(s) of the rights of D.R. HORTON – TEXAS, LTD., a Texas limited partnership, as Declarant, must be expressly set forth in writing and Recorded.

**Declarant enjoys special rights and privileges to help protect its investment in the Property. These special rights are described in this Declaration. Many of these rights do not terminate until either Declarant: (i) has conveyed all Lots which may be created out of the Property; or (ii) voluntarily terminates these rights by a Recorded written instrument.**

**"Design Guidelines"** means the standards for design, construction, landscaping, and exterior items proposed to be placed on any Lot adopted pursuant to Section 7.2.3, as the same may be amended from time to time. The Design Guidelines may consist of multiple written design guidelines applying to specific portions of the Property. At Declarant's option, Declarant may adopt or amend from time to time the Design Guidelines for the Property or any portion thereof. Notwithstanding anything in this Declaration to the contrary, the Declarant will have no obligation to establish Design Guidelines for the Property or any portion thereof.

**"Development Period"** means the period of time beginning on the date when this Declaration has been Recorded, and ending twenty (20) years thereafter, unless earlier terminated by a Recorded written instrument executed by the Declarant. Declarant may terminate the Development Period by an instrument executed by Declarant and Recorded. The Development Period is the period in which Declarant reserves the right to facilitate the

development, construction, and marketing of the Property, and the right to direct the size, shape and composition of the Property. The Development Period is for a term of years and does not require that Declarant own any portion of the Property.

**"Homebuilder"** means an Owner (other than the Declarant) who acquires a Lot for the construction of a single family residence for resale to a third party.

**"Improvement"** means all physical enhancements and alterations to the Property, including but not limited to grading, clearing, removal of trees, alteration of drainage flow, and site work, and every structure and all appurtenances of every type and kind, whether temporary or permanent in nature, including, but not limited to, buildings, outbuildings, storage sheds, patios, tennis courts, sport courts, recreational facilities, swimming pools, putting greens, garages, driveways, parking areas and/or facilities, storage buildings, sidewalks, fences, gates, screening walls, retaining walls, stairs, patios, decks, walkways, landscaping, mailboxes, poles, signs, antennas, exterior air conditioning equipment or fixtures, exterior lighting fixtures, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

**"Lot"** means any portion of the Property designated by Declarant or as shown as a subdivided Lot on a Plat other than Common Area.

**"Majority"** means more than half.

**"Manager"** has the meaning set forth in Section 4.5.8.

**"Members"** means every person or entity that holds membership privileges in the Association.

**"Mortgage"** or **"Mortgages"** means any mortgage(s) or deed(s) of trust securing indebtedness and covering any Lot.

**"Mortgagee"** or **"Mortgagees"** means the holder(s) of any mortgage(s).

**"Owner"** means the person(s), entity or entities, including Declarant, holding all or a portion of the fee simple interest in any Lot, but does not include the Mortgagee under a Mortgage prior to its acquisition of fee simple interest in such Lot pursuant to foreclosure of the lien of its Mortgage.

**"Plat"** means a Recorded subdivision plat of any portion of the Property, and any amendments thereto.

**"Property"** means Lots 1 through 11 in Block 1; Lots 1 through 43 in Block 2; Lots 1 through 47 in Block 3; and Lots 1 through 14 in Block 4; and Lots 1 through 45 in Block 5, The Haven at Mission, a subdivision in the City of Odessa, Midland County, Texas, according to the

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map or plat thereof recorded in Document No. 2020-11880, Cabinet K, Pages 127-128, Official Public Records of Midland County, Texas, subject to such additions thereto and deletions therefrom as may be made pursuant to Section 11.3 and Section 11.4 of this Declaration.

**"Record, Recording, Recordation and Recorded"** means recorded or to be recorded in the Official Public Records of Midland County, Texas.

**"Resident"** means an occupant or tenant of a Lot, regardless of whether the person owns the Lot.

**"Restrictions"** means the restrictions, covenants, and conditions contained in this Declaration, the Design Guidelines, Bylaws, Community Manual, Rules and Regulations, or in any other rules and regulations promulgated by the Association pursuant to this Declaration, as adopted and amended from time to time. See Table 1 for a summary of the Restrictions.

**"Rules and Regulations"** means any instrument, however denominated, which may be adopted by the Declarant as part of the Community Manual or subsequently adopted by the Board for the regulation and management of the Property or the Common Area, including any amendments to those instruments. Until expiration or termination of the Development Period, the Declarant may unilaterally amend the Rules and Regulations, and must approve any amendment to the Rules and Regulations adopted by the Board.

**"Solar Energy Device"** means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

TABLE 1: RESTRICTIONS

Declaration (Recorded)	Creates obligations that are binding upon the Association and all present and future owners of Property.
Certificate of Formation (Recorded)	Establishes the Association as a Texas nonprofit corporation.
Bylaws (Recorded)	Governs the Association's internal affairs, such as elections, meetings, etc.
Community Manual (Recorded)	Establishes Rules and Regulations and policies governing the Association.
Design Guidelines (if adopted, Recorded)	Governs the design and architectural standards for the construction of Improvements and modifications thereto. The Declarant shall have no obligation to adopt the Design Guidelines.
Rules and Regulations (if adopted, Recorded)	Regulates the use of property, activities, and conduct within the Property or the Common Area.
Board Resolutions (adopted by the Board of the Association)	Establishes rules, policies, and procedures for the Property, Owners and Association.

<p><b>Notice of Withdrawal of Land (Recorded)</b></p>	<p>Withdraws and removes land from the Property so that such land is no longer burdened by the terms of this Declaration and no longer under the jurisdiction of the Association.</p>
<p><b>Notice of Addition of Land (Recorded)</b></p>	<p>Adds additional land to the Property, so such land will be considered part of the Property and subject to the terms of this Declaration and under the jurisdiction of the Association.</p>

**ARTICLE 2  
GENERAL AND USE RESTRICTIONS**

All of the Property shall be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

**2.1 General.**

2.1.1 Conditions and Restrictions. All Lots within the Property will be owned, held, encumbered, leased, used, occupied and enjoyed subject to the Restrictions.

2.1.2 Ordinances. Ordinances and requirements imposed by local governmental authorities are applicable to all Lots within the Property. Compliance with the Restrictions is not a substitute for compliance with Applicable Law. Please be advised that the Restrictions do not purport to list or describe each restriction which may be applicable to a Lot located within the Property. Each Owner is advised to review all ordinances, requirements, regulations and encumbrances affecting the use and improvement of their Lot prior to submitting plans to the ACC for approval. Furthermore, approval by the ACC should not be construed by the Owner that any Improvement complies with the terms and provisions of any ordinances, requirements, regulations or encumbrances which may affect the Owner's Lot. Certain encumbrances may benefit parties whose interests are not addressed by the ACC.

**NOTICE**

The Restrictions are subject to change from time to time. By owning or occupying a Lot, you agree to remain in compliance with the Restrictions, as they may change from time to time.

2.2 Conceptual Plans. All master plans, site plans, brochures, illustrations, information and marketing materials relating to the Property or the Common Area (collectively, the "Conceptual Plans") are conceptual in nature and are intended to be used for illustrative purposes only. The land uses and Improvements, including but not limited to any amenity centers, reflected on the Conceptual Plans are subject to change at any time and from time to time, and it is expressly agreed and understood that land uses within the Property or the Common Area may include uses which are not shown on the Conceptual Plans. Neither Declaration nor any Homebuilder or other developer of any portion of the Property or the Common Area makes any representation or warranty concerning such land uses and