DOC #2026023280

SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF SPRING BRANCH CROSSING, SECTION 3

Basic Information

Date: March 10th, 2026

Declarant: SPRING BRANCH 630, LTD.

Declarant's Address:

P. O. Box 247
Conroe, Texas 77305

Association: PROPERTY OWNERS ASSOCIATION OF SPRING BRANCH CROSSING

Association's Initial Address:

P. O. Box 247
Conroe, Texas 77305

Property: Spring Branch Crossing, Section 3, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded in Cabinet AA, Sheet 350-357 of the Map Records of Montgomery County, Texas (the "Property").

Declarant's Authority To Amend:

Subsection E.3 of the Declaration of Covenants, Conditions, and Restrictions of Spring Branch Crossing, Section 3, of record in the Official Public Records of Montgomery County, Texas under Clerk File No. 2024035110.

Definitions

1. "ACC" means the Architectural Control Committee of Spring Branch Crossing referenced in this Declaration.

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

3. "Association" means Property Owners Association of Spring Branch Crossing, a Texas nonprofit corporation, its successors and assigns, which serves as the property owners association (as that term is used and defined in Section 202.001(2) of the Texas Property Code) for the Subdivision.

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

5. "Builder Lots" means those Lots referred to and described in Exhibit "A" attached to this Declaration. Builder Lots are subject to the special or additional covenants, conditions, and restrictions indicated in this Declaration.

6. "Builder" means a person, firm, or entity who acquires a Lot for the express purpose of constructing or placing a residence on the Lot and selling the improved Lot to a proposed resident or investor.

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

8. "Common Area" means any property within the Subdivision not designated as a Lot on the Plat and that has not been accepted for maintenance by the applicable governmental body.

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

10. "Declarant" means Spring Branch 630, Ltd., a Texas limited partnership, and any successor that acquires all Lots owned by Declarant for the purpose of development and/or sale and is named as successor in a recorded document executed by Declarant.

11. "Developer Control Period" is the period of time beginning on the date that this Declaration is filed for record with the County Clerk of Montgomery County, Texas and continuing until Declarant owns no part of the Properties, or any other tract or parcel of land located contiguous to or in close proximity to the Subdivision and which Declarant intends to develop as additional sections of Spring Branch Crossing.

12. "Easements" means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or described in other documents of record.

13. "Governing Documents" means this Declaration and the Certificate of Formation and Bylaws of Property Owners Association of Spring Branch Crossing, the rules of the Association, and standards of the ACC, as amended.

14. "Lot" means each tract of land designated as a "lot" on the Plat.

15. "Member" means Owner and Owners of lots currently or hereafter located within the Properties and made subject to the authority and control of the Association.

16. "Owner" means every record Owner of a fee interest in a Lot.

17. "Plat" means the map or plat of the Property recorded in Cabinet AA, Sheet 350-357 of the Map Records of Montgomery County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

18. "Properties" shall mean and refer to Spring Branch Crossing, Section 3 and to any additional tracts currently within or hereafter brought within the general scheme of development of that certain 723.857 acres (or portions thereof) owned by Declarant and described in Deeds filed for record in the Official Public Records of Montgomery County, Texas under Clerk's File Nos. 2021105902, 2022087317, 2024083011, and 2024041406, respectively, or made subject to the authority and control of the Association.

19. "Residence" means a site-built home or a single-wide or double-wide manufactured home that, unless otherwise provided in this Declaration or otherwise approved in writing by the ACC prior to placement, was manufactured or bears a year model no more than ten (10) years prior to the submission of the application for approval required by Section F.2 below and is designed for and used as a dwelling by a Single Family and placed on one or more Lots.

20. "Single Family" means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

21. "Site-Built Residence" or "Site-Built Homes" means a residence that is constructed on-site; that is, on a Lot.

22. "Structure" means any improvement on a Lot (other than a Residence), including, but not limited to, a sidewalk, driveway, fence, wall, swimming pool, chicken coop, dog house, outbuilding, or recreational equipment.

23. "Subdivision" means the property covered by the Plat.

24. "Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

Clauses and Covenants

A. Imposition of Covenants

1. Declarant imposes the Covenants on the Property. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Property is subject to the Covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

3. Each Owner and occupant of a Lot agrees to comply with the Governing Documents and agrees that failure to comply may subject him to a fine, an action for amounts due to the Association, damages, and/or injunctive relief.

B. Plat and Easements

1. The Plat, Easements, and all matters shown of record affecting the Subdivision are part of this Declaration and are incorporated by reference.

2. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. No Residence or Structure of a permanent nature shall be located within an Easement. Owners do not own any utility facilities located in an Easement.

3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Residence or Structure in an Easement.

4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

C. Use and Activities

1. ***Permitted Use.*** A Lot may be used only for an approved Residence and approved Structures for use by a Single Family; PROVIDED HOWEVER, notwithstanding any provision to the contrary contained in this Section C or elsewhere in this Declaration, during the Developer Control Period, Declarant may use any Lot or any other portion of the Subdivision as a sales and/or construction office including any use or activity normally associated with such use.

2. ***Prohibited Activities.*** Prohibited activities are—

a. any activity that is otherwise prohibited by the Governing Documents;

b. any illegal activity;

c. any nuisance or noxious or offensive activity;

d. any dumping of rubbish;

e. any maintaining or storage of—

i. building materials except during the construction, placement, or renovation of a Residence or Structure;

ii. tractor trailers, including, but not limited to, 18 wheelers;

iii. any other vehicles, except vehicles in an enclosed garage or other Structure or current licensed, operable vehicles with current state inspection stickers on a driveway;

iv. trucks larger than one and one-half (1 ½) ton; or

v. unsightly objects unless completely shielded by a Residence or Structure;

f. any exploration for or extraction of minerals;

g. any keeping or raising of animals or livestock except for common domestic household pets, such as dogs and cats, not to exceed five (5) in the aggregate, confined to a fenced yard or within the Residence; provided however, the Board, in its absolute judgment and discretion, may approve the keeping or raising certain types of pets (including, for example, but not limited to poultry and rabbits) on a temporary basis for educational purposes;

h. any commercial, industrial or professional activity except reasonable home office use;

i. the drying of clothes in a manner that is visible from any street within the Subdivision;

j. the display of any sign except—

i. one not more than six square feet, advertising the Lot for sale or rent or advertising a garage or yard sale; and

ii. political signage or religious displays not prohibited by law or the Governing Documents;

k. interfering with a drainage pattern;

l. hunting and the shooting of firearms; and

m. occupying a Structure that does not comply with the definition and standards of a Residence as set out in this Declaration.

D. Construction and Maintenance Standards

1. *Lots*

a. ***Consolidation of Lots.*** An Owner of adjoining Lots, with ACC approval, may consolidate those Lots into one site for the placement of a Residence thereon.

b. ***Subdivision Prohibited.*** No Lot may be further subdivided.

c. ***Easements.*** No Easement in a Lot may be granted without ACC approval.

d. ***Maintenance.*** Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition. Each Owner must maintain landscaping from the Lot to the asphalt road and/or right of way.

e. ***Appearance.*** All Residences shall conform with other Residences within the Subdivision. The exterior of each Residence shall be maintained in a suitable

condition that is harmonious to existing and proposed Residences. All Lots on which grass is grown or planted shall be mowed on a suitably frequent basis. The Association shall have the right to mow any Lot on which regular yard maintenance is not occurring. The minimum fee for mowing a yard shall be $75.00. Each Owner shall be responsible for roadside drainage and easement maintenance. The Owner shall be responsible for the maintenance, mowing, and upkeep of all yards, grass, drainage ditches, swales, culverts, and other open drainage improvements located along or adjacent to the front or side of such Owner's Lot, including any portion of such drainage features lying between the Lot's front property line and the edge of the paved street surface. This obligation includes, without limitation, the duty to keep such areas free of debris, trash, weeds, sediment buildup, and obstructions to drainage flow, and to maintain a neat, clean, and mowed condition consistent with surrounding Lots. No Owner shall fill, pipe, obstruct, or otherwise alter any open drainage ditch or swale without the prior written approval of the Association (and, if applicable, the county or other governmental authority having jurisdiction). Failure to maintain such areas as required herein shall constitute a violation of these Restrictions and may be remedied by the Association at the Owner's expense, as provided in this Section.

f. ***Propane or Natural Gas Storage Tanks.*** All storage tanks which are placed upon a Lot for the purpose of storing butane, propane, or natural gas, must be set at least twenty-five (25) feet behind the front line of the Residence and reasonably screened from street view by a Residence or Structure, lattice-work, or shrubs.

g. ***Cutting Timber and Removal of Soil.*** No timber or iron ore shall be cut, sold, or removed from any Lot. All clearing of timber from a proposed building site shall be approved by the ACC. This restriction does not prohibit Owners of Lots from selectively clearing trees that are less than six inches (6") in diameter; however, the cutting or removal of any trees over six inches (6") in diameter must be approved by the ACC.

h. ***Culverts.*** All Owners or occupants upon constructing a driveway must use reinforced culverts, sized per construction drawings, twenty feet or more in width placed in the road ditch according to Montgomery County requirements. Owners must check with Declarant and Montgomery County officials for proper size and correct depth setting in ditch before installation. If a culvert is set incorrectly by an Owner and the culvert prohibits proper drainage of the road ditch, the Owner, at his expense, shall be responsible for resetting and/or reinstalling the culvert to correct depth setting. Builders are responsible for placing culverts (provided by Declarant) on Lots owned by Builders according to the approved construction drawings. If the Declarant, the Association, Montgomery County or their contractors or assigns has to reset a culvert to allow for proper drainage, the Owner shall immediately reimburse such entity for all expenses incurred in resetting and/or reinstalling the culvert.

2. ***Residences and Structures***

a. ***Permits; Soil Analysis Tests.*** Whenever a Residence is constructed or placed on a Lot, each Owner is responsible for obtaining all necessary building and other permits as required by Montgomery County or any municipality having jurisdiction, as applicable. A Residence is not allowed to be constructed or placed on a Lot without all necessary permits as required by Montgomery County and/or any municipality having jurisdiction.

b. ***Required Area.*** Except for Site-Built Homes built on a Builder Lot, the total area of a Residence, exclusive of porches, garages, or carports, must be at least 950 square feet, unless otherwise approved in writing by the ACC prior to construction or placement on a Lot. Site-Built Homes on Builder Lots must be at least 1,000 square feet, exclusive of porches, garages, or carports. Only one Residence will be allowed on a Lot.

c. ***One Dwelling Per Lot.*** No more than one (1) residential dwelling, whether site-built or manufactured home, shall be allowed on a Lot.

d. ***Garages.*** Any Residence may have a garage if approved by the ACC. Site-Built Homes on Builder Lots *must* have 2-car garages. All garages must be accessed by a driveway. Driveways on Builder Lots must be constructed of concrete. The garage may be a separate structure.

e. ***Location on Lot.*** Unless otherwise approved in writing by the ACC, no Residence may be located in violation of the setback lines shown on the Plat or closer than thirty (30') feet from the rear boundary line of a Lot. Unless otherwise approved in writing by the ACC, no Structure may be located in violation of the setback lines shown on the Plat or closer than ten feet (10') feet from the rear boundary line of a Lot. All Structures must be located behind the Residence's exterior wall that is closest to the front boundary line of the Lot on which the Residence is situated.

f. ***Age.*** Unless approved by the ACC, and except as provided below, no manufactured home bearing a year model more than ten (10) years prior to the submission of the application for approval required by Section F.2.a below may be placed on any Lot or elsewhere in the Subdivision. Double-wide manufactured homes placed on those Lots described in Exhibit "B" attached hereto ***must be*** a year model of five (5) years or less at the time of the submission of the Application for Approval. Single-wide manufactured homes placed on Lots described in Exhibit "B" ***must be*** brand new homes at the time of the submission of the Application for Approval.

g. ***Site-Built Residence Foundations.*** All Site-Built Homes foundations are recommended to be concrete slabs, but may also be pier and beam or other ACC approved foundations. Site-Built Homes on Builder Lots *must* have 2-car garages.

h. ***Manufactured Home Foundations; Skirting; Orientation on Lot.*** Manufactured homes are not required to be placed on a foundation, but may be placed on a foundation or have permanent under-skirting such as vinyl, wood, or hardiplank that is constructed along the exposed area between the manufactured home and the ground such that the exposed area is covered in its entirety and not visible from the street. Manufactured home Residences must be skirted no later than thirty (30) days after the manufactured home is placed on the Lot. The skirting material and color scheme must be approved by the ACC prior to its installation. All manufactured homes measured at the front building setback line shall face the front boundary line of the Lot unless the home does not fit within the side lot building setback line requirement, in which case the manufactured home can be placed perpendicular to the front boundary line of the Lot upon approval of the ACC. In the case of Lots fronting on a cul-de-sac, the placement of manufactured homes shall be at such location and direction as approved in writing by the ACC in the ACC's judgment and discretion.

i. ***Storage of Tongue and Hitch Required.*** All manufactured homes must have the tongue and hitch removed and stored out of sight.

j. ***Anchored Manufactured Homes.*** All manufactured homes must be anchored by a licensed manufactured home installation contractor according to state standards and other governmental requirements.

k. ***Exterior Requirements for Manufactured Homes.*** All manufactured homes placed or constructed on a Lot must have finished exteriors such as brick, vinyl siding, or evenly painted metal siding. All siding must be in good condition and show no dents or scratches. Corrugated metal siding is not acceptable under any circumstances.

l. ***Exterior Requirements for Site-Built Homes.*** All site-built homes must have finished exteriors or stone, brick, hardi, or smart siding.

m. ***Repairs of Manufactured Homes.*** Any manufactured home that is approved in advance by the ACC will have all defined exterior repairs or improvements completed within sixty (60) days of the mobile home being placed on a Lot.

n. ***Manufactured Home Porches Required.*** All manufactured homes must have front porches built and attached to them (not just steps). All porches must be approved in writing by the ACC prior to construction and must be fully constructed no later than ninety (90) days after the manufactured home is placed on the Lot. The minimum size porch landing shall be four feet by six feet (4' x 6') and constructed of new wood material. No used material will be accepted. If porch roofing is built, all porch roofing used must be of new material and must be covered with composition shingles, new metal roofing or other material approved in advance by the ACC.

o. ***Water Supply and Sewage Disposal.*** All Residences must be connected to the central water system and sewer serving the Subdivision. The central water and sewer

system has initial tap fees and monthly usage charges. No water well, privy, cesspool, outdoor toilet, or other private sewage disposal system shall be permitted on any Lot.

p. ***Damaged or Destroyed Residences and Structures.*** Any Residence or Structure that is damaged must be repaired within sixty (60) days (or within a period approved by the ACC) and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within thirty (30) days and the Lot restored to a clean and attractive condition.

q. ***Fences, Walls, and Hedges.*** No fence, wall, or hedge may be located forward of the Residence's exterior wall line that is closest to the front boundary line of the Lot on which the Residence is situated, except for trellises and decorative fences that are approved by the ACC; PROVIDED HOWEVER, with the written approval of the ACC, fences of open construction under three (3') feet in height may be constructed in front of the residence and in front of the building set back line. No side fence shall be located on any corner Lot nearer than the interior building setback line shown on the Plat. Fences that face a street must be of wood or metal construction and cannot be of solid construction. Barbwire fences are not allowed.

r. ***Antennae.*** No antenna, satellite dish, or associated wires may be visible from the street or be located in violation of the setback lines of any Lot.

s. ***Traffic Sight Lines.*** No landscaping that obstructs traffic sight lines may be placed on any Lot.

t. ***Sidewalks.*** If required by governmental regulations, at such time as the Residence is constructed or placed, the Lot must be improved with sidewalks connecting with the sidewalks on adjacent Lots.

u. ***Landscaping.*** Except as otherwise provided in paragraph v below, Landscaping must be installed within thirty (30) days after occupancy. Landscaping must be approved in writing prior to installation by the ACC.

v. ***Trees.*** Landscaping on Builders Lots must include one (1) tree (other than a pine tree) in the front yard of the residence and sodded or hydroseeded front yard.

3. ***Building Materials for Residences and Structures***

a. ***Construction Materials.*** All Residences and other Structures must be constructed of new materials.

b. ***Site-Built Home Roofs.*** Only composition or metal may be used on roofs of Residences and Structures, unless otherwise approved by the ACC.

c. ***Air Conditioning.*** No window or wall-type air conditioners shall be visible from the street or any other Lot unless prior written approval is obtained from the ACC, which may be granted or withheld in the ACC's absolute judgment and discretion.

d. ***Manufactured Home Roofs.*** All manufactured home roofs must be composition roofing in good condition or metal roofing that will be cool sealed and repainted with aluminum color and complete within sixty (60) days after being placed on Lot. Any dents in roofs must be repaired or replaced.

e. ***Driveways and Sidewalks.*** All driveway and sidewalk materials must be approved by the ACC prior to construction.

E. Association

1. ***Establishment and Governance.*** The Association has been established by filing its certificate of formation and is governed by the certificate, this Declaration, and the Bylaws. The Association has the powers of a nonprofit corporation and the property owners association for the Subdivision under the Texas Business Organizations Code, the Texas Property Code, and the Governing Documents.

2. ***Rules.*** The Board may adopt rules that do not conflict with law or the other Governing Documents. On request, Owners will be provided a copy of any rules.

3. ***Membership and Voting Rights.*** Every Owner is a Member of the Association. Membership is appurtenant to and may not be separated from ownership of a Lot. The Association has two classes of voting Members:

a. ***Class A.*** Class A Members are all Owners of Lots in the Subdivision, other than Declarant. Class A Members have one (1) vote per Lot. When more than one person is an Owner, each is a Class A Member, but only one vote may be cast for a Lot.

b. ***Class B.*** The Class B Member is Declarant. The Class B Member has twenty (20) votes for each Lot owned by Declarant in the Subdivision. The Class B Membership ceases on the earliest of—

   i. the expiration of the Developer Control Period; or

   ii. such earlier time as Declarant shall determine.

Upon the expiration of the Developer Control Period, if the Declarant owns any Lots in the Subdivision, the Class B Membership will convert to Class A Membership.

During the Developer Control Period, the Class B Member will have the exclusive right to (i) appoint the Directors of the Association, subject, however, to the provisions of Texas Property Code §209.00591(c), (ii) amend the Certificate of Formation of the Association, (iii) amend the Bylaws of the Association, and (iv) amend this Declaration of Covenants, Conditions, and Restrictions.

F. ACC

1. *Establishment*

a. ***Purpose.*** The ACC is established as a committee of the Association to assist the Association in ensuring that all Residences, Structures, and landscaping within the Subdivision are aesthetically compatible and conform to the Governing Documents.

b. ***Members.*** The ACC consists of at least three (3) persons appointed by the Board. The Board may remove or replace an ACC member at any time.

c. ***Term.*** ACC members serve until replaced by the Board or they resign.

d. ***Standards.*** Subject to Board approval, the ACC may adopt standards that do not conflict with the other Governing Documents to carry out its purpose. On request, Owners will be provided a copy of any standards.

2. *Plan Review*

a. ***Required Review by ACC.*** No Residence or Structure may be erected or placed on any Lot, or the exterior altered, unless plans, specifications, and any other documents requested by the ACC have been submitted to and approved by the ACC. The plans and specifications for all Residences must show the exterior dimensions, square footage, building materials, color scheme, and proposed location of the Residence. Additionally, the plans and specifications for manufactured home Residences must show the make, model, and year model. The plans and specifications for Structures must show exterior design, height, building materials, color scheme, and location of the Structures. All plans and specifications must be in the form and detail the ACC may require.

b. ***Procedures***

i. ***Complete Submission.*** Within thirty (30) days after the submission of plans and specifications by an Owner, the ACC must notify the submitting Owner of any other documents or information required by the ACC. In the absence of timely notice from the ACC requesting additional documents or other information, the submission is deemed complete.

ii. ***Deemed Approval.*** If the ACC fails to give notice of disapproval of the plans and specifications to the submitting Owner within thirty (30) days after complete submission, the submitted plans and specifications are deemed approved.

c. ***Appeal.*** An Owner may appeal any action of the ACC to the Board. The appealing Owner must give written notice of the appeal to the Board. The Board shall determine the appeal within thirty (30) days after timely notice of appeal is given. The determination by the Board is final.

d. ***Records.*** The ACC will maintain written records of all requests submitted to it and of all actions taken. The Board will maintain written records of all appeals of ACC actions and all determinations made. Any Owner may inspect the records of the ACC and Board.

e. ***No Liability.*** None of the members of the ACC, the Association, any member of the Board, or Declarant shall be liable for any loss, damage, or injury arising out of or in any way connected with the performance of the duties of the ACC, except to the extent caused by the willful misconduct or bad faith of the party to be held liable. In reviewing any matter, the ACC shall not inspect, guarantee or warrant the workmanship of the improvement, including its design, construction, safety, whether structural or otherwise, conformance with building codes, or other governmental laws or regulations or whether the improvement is suitable or fit for its intended purpose. Furthermore, none of the members of the ACC, any member of the Board, or Declarant shall be personally liable for debts contracted for or otherwise incurred by the Association or for any torts committed by or on behalf of the Association, or for a tort of another of such individuals, whether such other individuals were acting on behalf of the Association, the ACC, the Board, or otherwise.

G. Variances

Authority to Grant. The Board may authorize variances from strict compliance with any of the provisions of this Declaration when circumstances such as topography, natural obstruction, hardship, aesthetic, or environmental considerations may require. Such variances must be evidenced in writing and must be approved by at least a two-thirds (2/3) vote of the Board and shall become effective upon execution of the variances. No Board member, except a representative of Declarant, shall participate in any voting, in the capacity as a Board member, regarding a variance involving that Board member's Lot or the improvements thereon. If such a variance is granted, no violation of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular provision thereof, nor shall it affect in any way the Owner's obligation to comply with all applicable governmental laws and regulations. No granting of a variance shall be relied on by any Owner, or any other person or entity (whether privy or party to the subject variance or not), as a precedent in requesting or assuming variance as to any other matter of potential or actual enforcement of any provision of this Declaration.

H. Assessments

1. ***Authority.*** The Association may levy Assessments to promote the recreation, health, safety, and welfare of the residents in the Subdivision, to fund operating expenses of the Association, and to improve and maintain the Common Area.

2. ***Personal Obligation.*** An Assessment is a personal obligation of each Owner when the Assessment accrues.

3. ***Creation of Lien.*** Assessments and all other charges to an Owner authorized in this Declaration are secured by a continuing vendor's lien on each Lot, which lien is reserved by the Declarant and assigned to the Association. By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Association to secure Assessments.

4. ***Commencement.*** A Lot becomes subject to Assessments on conveyance of the Lot by Declarant. Notwithstanding any provision to the contrary in this Declaration, no Assessments shall accrue or be assessed against Lots owned by Declarant, whether such Lots are unsold Lots remaining in Declarant's inventory or have been previously sold or conveyed and subsequently foreclosed on or repossessed by Declarant. A Builder shall be responsible for only one-half (½) of any Assessment during the first twelve (12) months of the Builder's ownership of a Lot.

5. ***Regular Assessments***

a. ***Rate.*** Regular Assessments are levied by the Board, annually, to fund the anticipated operating and maintenance expenses of the Association. Until changed by the Board, the Regular Assessment is $200.00 for each Lot.

b. ***Changes to Regular Assessments.*** Regular Assessments may be changed annually by the Board. Written notice of the Regular Assessment will be sent to every Owner at least thirty (30) days before its effective date.

c. ***Collections.*** Regular Assessments will be collected annually or monthly in advance, payable on the first (1st) day of January (if the Regular Assessment is collected annually) or the first (1st) day of each month (if the Regular Assessment is collected monthly).

6. ***Special Assessments.*** In addition to the Regular Assessments, the Board may levy Special Assessments for the purpose of funding the cost of any construction, reconstruction, repair, or replacement of any capital improvement on any Common Area in the Subdivision or for any other purpose benefitting the Subdivision but requiring funds exceeding those available from the Regular Assessments.

7. ***Fines.*** The Board may levy a fine against an Owner for a violation of the Governing Documents as permitted by law.

8. ***Subordination of Lien to Mortgages.*** The lien granted and reserved to the Association is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Association's lien as to Assessments due before the foreclosure.

9. ***Delinquent Assessments.*** Any Assessment not paid within fifteen (15) days after it is due is delinquent.

I. Remedial Rights

1. ***Late Charges and Interest.*** A late charge of $25.00 may be assessed for delinquent payments. Delinquent Assessments accrue interest at the rate of ten (10%) percent per year. The Board may change the late charge and the interest rate.

2. ***Costs, Attorney's Fees, and Expenses.*** The Owner is liable to the Association for all costs and reasonable attorney's fees incurred by the Association in collecting delinquent Assessments, foreclosing the Association's lien, and enforcing the Governing Documents.

3. ***Nonjudicial Enforcement by Association.*** In the event of the violation of any covenant herein by any Owner or occupant of any Lot and the continuance of such violation after ten (10) days written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence to cure the violation or complete appropriate repairs and maintenance after such notice, Declarant or the Association shall have the right (but not the obligation), through its agents or employees, to enter upon such Lot and to secure compliance with the restrictions and/or to restore such Lot to a neat, attractive, healthful and sanitary condition. The Declarant or Association may render a statement of charge to the Owner or occupant of such Lot for the cost of such work. The Owner or occupant agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt. In the event of the failure to pay for such work, the amount of such statement may be added to the Assessments provided for herein and shall be secured by a lien on the Lot in the same manner as such Assessments. The Declarant, the Association, or their agents and employees shall not be liable and are hereby expressly relieved from any liability, for trespass or other tort in connection with the performance of the maintenance and other work authorized herein.

4. ***Nonjudicial Foreclosure of Lien.*** The Association may foreclose the Association's lien against a Lot by power of sale as permitted by law. The Association may designate a person to act as trustee or otherwise to exercise the power of sale on behalf of the Association.

5. ***Judicial Enforcement.*** The Association may bring an action against an Owner to collect delinquent Assessments, foreclose the Association's lien, or enforce or enjoin a violation of the Governing Documents. An Owner may bring an action against another Owner to enforce or enjoin a violation of the Governing Documents.

6. ***Enforcement by Declarant.*** Declarant shall have the right at any time (whether or not Declarant is then a Member of the Association or owns any Lot or other property in the Subdivision), but not the obligation, to enforce compliance with the covenants, conditions and restrictions contained in this Declaration or in any of the other Governing Documents, or any amendments to the Declaration or Governing Documents.

7. ***Remedy of Violations.*** The Association may access an Owner's Lot to remedy a violation of the Governing Documents.

8. ***Suspension of Other Rights.*** If an Owner violates the Governing Documents, the Association may suspend the Owner's rights under the Governing Documents in accordance with law until the violation is cured.

9. ***Damage to Property.*** An Owner is liable to the Association for damage to the Common Areas caused by the Owner or the Owner's family, guests, agents, independent contractors, and invitees in accordance with law.

J. Common Area

1. ***Common Area Easements.*** Each Owner of the Association has an easement in and to the Common Area, if any, in the Subdivision, subject to the right of the Association to—

a. charge reasonable admission and other fees for the use of recreational facilities, if any, situated on the Common Area, and if an Owner does not pay these fees, the Owner may not use the recreational facilities;

b. suspend the Owner's rights under the Governing Documents;

c. grant an easement approved by the Board over the Common Area for utility, drainage, or other purposes; and

d. dedicate or convey any of the Common Area for public purposes, on approval by a vote of the Members holding at least two-thirds (2/3) of the total votes of the Association at a meeting in accordance with the Bylaws.

2. ***Permitted Users.*** An Owner's right to use and enjoy the Common Area, if any, extends to the Owner's family, guests, agents, and invitees, subject to the Governing Documents.

3. ***Unauthorized Improvements in Common Area.*** An Owner may not erect or alter any Structure on, or clear, landscape, or disturb, any Common Area except as approved by the Board.

K. Required Subdivision Improvements.

1. ***Dedication***. Certain subdivision improvements which are required by the subdivision regulations of Montgomery County and/or the City of Cut and Shoot, Texas have been dedicated for the use and benefit of Owners within the Properties. The Association is responsible for the maintenance and upkeep of these required improvements and shall be authorized to assess and collect the Assessments against the Lots and to expend funds so collected for such purposes.

2. ***Street Lights***. The Association is responsible for the operation and maintenance of any street lighting within the Subdivision until such responsibility is assumed by a public entity.

3. ***Storm Water Detention Facilities***. Storm water detention facilities have been located within the Subdivision . These facilities are intended to contain the storm water runoff associated

with the development of the Subdivision . The Association is responsible for the operation and maintenance of these facilities.

4. ***Open Space and Common Areas***. The Association shall be responsible for open spaces and Common Areas, if any, within the Subdivision . These facilities, if any, are dedicated for the use and benefit of Owners within the Subdivision only.

L. General Provisions

1. ***Reimbursement of Declarant.*** Recognizing that some of the costs of administration and maintenance of the Association may have to be subsidized by Declarant, the Directors (whether the Directors are same as the Declarant, its agents, servants, or employees and without being liable for any claim made by any Member of the Association that the Directors' duty to the other Members of the Association has been breached due to a conflict of interest) may execute promissory notes and/or other instruments evidencing any debt the Association owes the Declarant for monies expended by the Declarant or loaned to the Association by Declarant for and on behalf of the Association.

2. ***Term.*** This Declaration runs with the land and is binding for a term of twenty (20) years. Thereafter this Declaration automatically continues for successive terms of ten (10) years each, unless within six (6) months before the end of a term, the Members holding at least two-thirds (2/3) of the total votes of the Association elect not to extend the term. An instrument reflecting the decision of the Members not to extend the Declaration will be executed by the President of the Association, attested by the Secretary and recorded in the Official Public Records of Real Property of Montgomery County, Texas.

3. ***No Waiver.*** Failure by the Association or an Owner to enforce the Governing Documents is not a waiver.

4. ***Corrections.*** The Board may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

5. ***Amendment.*** During the Developer Control Period, this Declaration may be amended by the Class B Member. After the Developer Control Period, this Declaration may be amended at any time by vote of at least sixty-seven (67%) percent of the total votes allocated to the Members of the Association. In the last instance, an instrument containing the approved amendment will be executed by the President of the Association, attested by the Secretary and recorded in the Official Public Records of Real Property of Montgomery County, Texas.

6. ***Conflict.*** This Declaration controls over the other Governing Documents.

7. ***Severability.*** The provisions of this Declaration are severable. If any provision of this Declaration is invalidated or declared unenforceable, the other provisions remain valid and enforceable.

8. ***Notices.*** Any notice required or permitted by the Governing Documents must be in writing. To the extent required by law, notices regarding remedial rights must be given by certified mail, return receipt requested. All other notices may be given by regular mail. Notice is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed to a Member, at the Member's last known address according to the Association's records, and the Association, the Board, the ACC, or a managing agent at the Association's principal office or another address designated in a notice to the Members. Unless otherwise required by law or the Governing Documents, actual notice, however delivered, is sufficient.

9. ***Development of Future Areas Within the Properties.*** Spring Branch Crossing, Sections 1 and 2, and The Enclave are part of the Properties (i.e., the 723.857 acres referenced in Section 16 under "Definitions"). The remainder of the Properties, or portions thereof, as well as other lands adjacent thereto may hereafter be developed as primarily residential subdivisions or be brought within the general scheme of development of the Properties and/or subjected to the jurisdiction of the Association by Declarant at Declarant's option and discretion; PROVIDED HOWEVER, NO SUCH USE OF SUCH REMAINDER SHALL BE INFERRED OR IMPLIED FROM ANY PROVISION HEREIN. The Owners of Lots in each existing or future subdivision of the Properties or adjacent lands and subjected to the Association's jurisdiction shall be entitled to the use and benefit of all amenities and common properties that may become subject to the jurisdiction of the Association as a result thereof and shall be entitled to the use and benefit of the Spring Branch Crossing Maintenance Fund, provided that each future subdivision within the Properties must be impressed with and subject to an annual maintenance charge and assessment on a uniform, per lot basis. and further, such subdivisions shall be made by recorded restrictions subject to the jurisdiction of the Association. Such additional stages of development may be subjected to the jurisdiction of the Association by Declarant without approval by the membership of the Association. Upon a merger or consolidation of the Association with another Association, the Association's properties, rights and obligations may be transferred to another surviving or consolidated Association, or alternatively, the properties, rights and obligations of another Association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated Association shall administer the Covenants and Restrictions established by this Declaration, together with the Covenants and Restrictions applicable to the properties of the other Association as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the Covenants and Restrictions established by this Declaration.

SPRING BRANCH 630, LTD.,
a Texas limited partnership

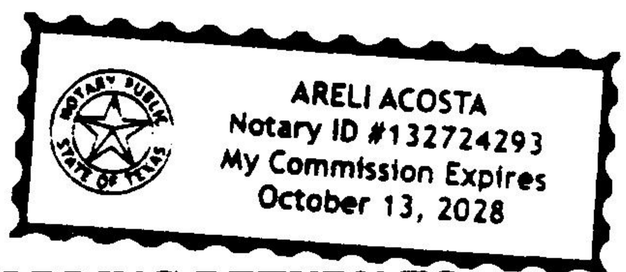
By: MBS 2090 INVESTMENTS, LLC
a Texas limited liability company,
its General Partner

By: _____
Scott Stevens, Manager

THE STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 10th day of March, 2026, by SCOTT STEVENS, Manager of MBS 2090 INVESTMENTS, LLC., a Texas limited liability company, on behalf of said company, as General Partner and on behalf of SPRING BRANCH 630, LTD., a Texas limited partnership.



Notary Public – State of Texas

AFTER RECORDING RETURN TO:

Spring Branch 630, Ltd.
P. O. Box 247
Conroe, Texas 77305

EXHIBIT "A"

Section	Block	Lot	Physical Address	City, State, Zip Code
3	1	1	12084 Woodbrook Drive	Conroe, TX 77306
3	1	2	12088 Woodbrook Drive	Conroe, TX 77306
3	1	3	12092 Woodbrook Drive	Conroe, TX 77306
3	1	4	12096 Woodbrook Drive	Conroe, TX 77306
3	2	1	12047 Rockview Drive	Conroe, TX 77306
3	2	2	12043 Rockview Drive	Conroe, TX 77306
3	2	3	12039 Rockview Drive	Conroe, TX 77306
3	2	4	12035 Rockview Drive	Conroe, TX 77306
3	2	5	12031 Rockview Drive	Conroe, TX 77306
3	2	6	12027 Rockview Drive	Conroe, TX 77306
3	2	7	12023 Rockview Drive	Conroe, TX 77306
3	2	8	12019 Rockview Drive	Conroe, TX 77306
3	2	9	12015 Rockview Drive	Conroe, TX 77306
3	2	10	12011 Rockview Drive	Conroe, TX 77306
3	2	15	12010 Rockview Drive	Conroe, TX 77306
3	2	16	12014 Rockview Drive	Conroe, TX 77306
3	2	17	11815 Selma Court	Conroe, TX 77306
3	2	18	11811 Selma Court	Conroe, TX 77306
3	2	22	11806 Selma Court	Conroe, TX 77306
3	2	23	11810 Selma Court	Conroe, TX 77306
3	2	24	11814 Selma Court	Conroe, TX 77306
3	2	25	19002 Thorton Court	Conroe, TX 77306
3	2	26	19006 Thorton Court	Conroe, TX 77306
3	2	27	19010 Thorton Court	Conroe, TX 77306
3	2	28	19014 Thorton Court	Conroe, TX 77306
3	2	29	19018 Thorton Court	Conroe, TX 77306
3	2	30	19022 Thorton Court	Conroe, TX 77306
3	2	31	18923 Hatchville Court	Conroe, TX 77306
3	2	32	18919 Hatchville Court	Conroe, TX 77306
3	2	33	18915 Hatchville Court	Conroe, TX 77306
3	2	34	18911 Hatchville Court	Conroe, TX 77306
3	2	35	18907 Hatchville Court	Conroe, TX 77306
3	2	36	18903 Hatchville Court	Conroe, TX 77306
3	2	37	18902 Hatchville Court	Conroe, TX 77306
3	2	38	18906 Hatchville Court	Conroe, TX 77306
3	2	39	18910 Hatchville Court	Conroe, TX 77306
3	2	40	18914 Hatchville Court	Conroe, TX 77306
3	2	41	18918 Hatchville Court	Conroe, TX 77306
3	2	42	18922 Hatchville Court	Conroe, TX 77306
3	2	43	18747 Barichello Drive	Conroe, TX 77306
3	2	44	18743 Barichello Drive	Conroe, TX 77306
3	2	45	18739 Barichello Drive	Conroe, TX 77306
3	2	46	18735 Barichello Drive	Conroe, TX 77306
3	2	47	18731 Barichello Drive	Conroe, TX 77306
3	2	48	18727 Barichello Drive	Conroe, TX 77306
3	2	49	18719 Barichello Drive	Conroe, TX 77306
3	2	50	18715 Barichello Drive	Conroe, TX 77306

3	2	51	18711 Barichello Drive	Conroe, TX 77306
3	2	52	18707 Barichello Drive	Conroe, TX 77306
3	2	53	18703 Barichello Drive	Conroe, TX 77306
3	2	54	18802 Samuelson Court	Conroe, TX 77306
3	2	55	18806 Samuelson Court	Conroe, TX 77306
3	2	56	18810 Samuelson Court	Conroe, TX 77306
3	2	57	18814 Samuelson Court	Conroe, TX 77306
3	2	58	18818 Samuelson Court	Conroe, TX 77306
3	2	59	18819 Samuelson Court	Conroe, TX 77306
3	2	60	18815 Samuelson Court	Conroe, TX 77306
3	2	61	18811 Samuelson Court	Conroe, TX 77306
3	2	62	18801 Samuelson Court	Conroe, TX 77306
3	2	63	18803 Samuelson Court	Conroe, TX 77306
3	3	1	18694 Barichello Drive	Conroe, TX 77306
3	3	2	18698 Barichello Drive	Conroe, TX 77306
3	3	3	18702 Barichello Drive	Conroe, TX 77306
3	3	4	18706 Barichello Drive	Conroe, TX 77306
3	3	5	18710 Barichello Drive	Conroe, TX 77306
3	3	6	18714 Barichello Drive	Conroe, TX 77306
3	3	7	18718 Barichello Drive	Conroe, TX 77306
3	6	1	18756 Barichello Drive	Conroe, TX 77306
3	6	2	18752 Barichello Drive	Conroe, TX 77306
3	6	3	18748 Barichello Drive	Conroe, TX 77306
3	6	4	18744 Barichello Drive	Conroe, TX 77306
3	6	5	18740 Barichello Drive	Conroe, TX 77306
3	6	6	18736 Barichello Drive	Conroe, TX 77306
3	6	7	18732 Barichello Drive	Conroe, TX 77306
3	6	8	18728 Barichello Drive	Conroe, TX 77306

EXHIBIT "B"

Section	Block	Lot	Physical Address	City, State, Zip Code
3	2	11	12007 Rockview Drive	Conroe, TX 77306
3	2	12	12003 Rockview Drive	Conroe, TX 77306
3	2	13	12002 Rockview Drive	Conroe, TX 77306
3	2	14	12006 Rockview Drive	Conroe, TX 77306
3	2	19	11807 Selma Court	Conroe, TX 77306
3	2	20	11803 Selma Court	Conroe, TX 77306
3	2	21	11802 Selma Court	Conroe, TX 77306

Doc #: 2024035110
Pages 21

E-FILED FOR RECORD
04/11/2024 08:30AM

L. Brandon Steinmann
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.

04/11/2024

L. Brandon Steinmann
County Clerk,
Montgomery County, Texas

Doc #: 2026023280
Pages 23

FILED FOR RECORD
03/11/2026 09:42AM

L. Brandon Steinman
County Clerk
Montgomery County, Texas

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

03/11/2026

L. Brandon Steinman
County Clerk
Montgomery County, Texas

ORIGINAL RETURNED AT TIME OF RECORDATION