

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
GRISON ESTATES HOMEOWNERS ASSOCIATION, INC.**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GRISON ESTATES HOMEOWNERS ASSOCIATION, INC. (herein so called) is made this ___ day of June, 2023, by Navarro Farm Equipment, LLC, a Texas limited liability company (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of the real property referred to in Article II hereof and described on Exhibit "A" attached hereto and made a part hereof for all purposes, and desires to create thereon a residential community with residential tracts, open spaces, landscaping, common lighting, fencing, drives, gates, and other common improvements for the benefit of the community; and

WHEREAS, Declarant desires to provide for, among other matters, the preservation of the values and amenities in said community and for the maintenance of said open spaces, landscaping, common lighting, fencing, drives, gates, monument, and other common improvements; and, to this end, desires to subject the real property referred to in Article II, together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each and every owner of any part thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an owners' association to which would be delegated and assigned the powers of (i) maintaining and administering the common properties and facilities, (ii) administering and enforcing the covenants and restrictions contained herein, and (iii) collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has caused or will cause a non-profit corporation to be incorporated under the laws of the State of Texas for the purpose of effecting the intents and objectives herein set forth.

NOW, THEREFORE, Declarant declares that the real property referred to in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be

held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall otherwise provide) shall have the following meanings:

(a) "Architectural Control Committee" shall mean and refer to the architectural control committee described in Article X hereof.

(b) "Certificate of Formation" shall mean and refer to the certificate of formation of the Association as may be amended from time to time.

(c) "Association" shall mean and refer to Grison Estates Homeowners Association, Inc., a Texas non-profit corporation or another non-profit corporation formed by Declarant, which will have the power, duty and responsibility of maintaining and administering the Common Properties, and collecting and disbursing the assessments and charges hereinafter prescribed, and will have the right to administer and enforce the Covenants and Restrictions.

(d) "Board" or "Board of Directors" shall mean and refer to the board of directors of the Association.

(e) "Bylaws" shall mean and refer to the bylaws of the Association, as may be amended from time to time.

(f) "Class A Members" shall have the meaning set forth in Section 3.02 hereof.

(g) "Class B Members" shall have the meaning set forth in Section 3.02 hereof.

(h) "Common Properties" shall mean and refer to those certain drives, streetlights, street signs, landscaping improvements, plantings, monument, gates, fencing, shared mailbox, easements, among other amenities, which are now or hereafter designated by the Declarant or the Board of Directors as Common Properties intended for or devoted to

the common use and enjoyment of the Owners, together with any and all improvements that are now or may hereafter be constructed thereon. In certain circumstances, Common Properties may not be owned by the Declarant or the Association in fee, but may, in some instances, be held as an easement, be leased or may simply be areas of land that are not owned or leased by the Declarant or the Association but which are maintained by the Association or the Declarant for the use and benefit of the Owners and the Properties. An example of areas of Common Properties which may not be owned or leased by the Association or the Declarant but would constitute a portion of the Common Properties would be the gravel drive and landscaped areas appurtenant to and within public rights-of-way. The Declarant may hold record title to all or a portion of the Common Properties, consistent with the objectives envisioned herein and subject to the easement rights herein of the Owners to use and enjoy the Common Properties, for an indefinite period of time and at a point in time (deemed appropriate and reasonable by the Declarant) after the Association has been incorporated, record title to those portions of the Common Properties which are owned by the Declarant in fee, as an easement or otherwise will be transferred from the Declarant to the Association.

(i) “Declarant” shall mean and refer to Navarro Farm Equipment, LLC, a Texas limited liability company, and its successors and assigns, if such successors and/or assigns become same by written assignment by Navarro Farm Equipment, LLC of its rights as Declarant hereunder or by operation of law. No person or entity purchasing one or more Tracts from Navarro Farm Equipment, LLC in the ordinary course of business shall be considered as “Declarant”

(j) “Tract” shall mean and refer to any plot or tract of land shown upon any recorded subdivision map(s) or plat(s) of the Properties, as amended from time to time, which is designated as a tract or lot thereon and which is or will be improved with a residential dwelling. Some portions of the Common Properties may be platted as a “lot” or “tract” on the recorded subdivision plat, however, these tracts and lots shall be excluded from the concept and definition of tracts as used herein.

(k) “Member” shall mean and refer to each Owner as provided in Article III hereof.

(l) “Owner” shall mean and refer to every person or entity who is a record owner of a fee or undivided fee interest in any Tract which is subject to this Declaration. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

(m) “Plat” shall mean and refer to the initial plats for Grison Estates a subdivision/ addition to Corsicana, according to the map or plat thereof recorded as Document No. ____ of the Deed Records of Navarro County, Texas. The term Plat shall also refer to future plats for all subdivisions/additions annexed into the jurisdiction of the Association.

(n) “Properties” shall mean and refer to the properties subject to this Declaration as described as **Phase 1** on Exhibit “A” attached hereto, together with such additions as may hereafter be made thereto, **including Phase 2**, (as provided in Article II).

(o) “Rules and Regulations” shall have the meaning given to such term in Section 8.03 of this Declaration.

(p) “Standards and Guidelines” shall have the meaning given to such term in Section 10.02 of this Declaration.

(q) “Supplemental Declaration” shall have the meaning given to such term in Section 2.02(a) of this Declaration.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

2.01 Existing Properties. The Properties which are, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration are located in Corsicana, Navarro County, State of Texas, and are more particularly described on Exhibit “A” attached hereto and incorporated herein by reference for all purposes.

2.02 Additions to Properties. Additional land(s) may become subject to this Declaration in any of the following manners:

(a) The Declarant may add or annex additional real property (whether owned by Declarant or others) to the scheme of this Declaration by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions (“Supplemental Declaration”) which shall extend the scheme of the Covenants and Restrictions of this Declaration to such property; provided, however, that such Supplemental Declaration may contain such complementary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the

added properties and as are not materially inconsistent with this Declaration in a manner which adversely affects the concept of this Declaration.

(b) In the event any person or entity other than the Declarant desires to add or annex additional residential and/or common areas to the scheme of this Declaration, such proposed annexation must have the prior written consent and approval of the majority of the outstanding votes within each voting class of the Association, as evidenced by a certificate or document execution by an officer of the Association and recorded in the Real Property Records of Navarro County.

(c) Any additions made pursuant to Paragraphs (a) and (b) of this Section 2.02, when made, shall automatically extend the jurisdiction, functions, duties and membership of the Association to the properties added.

(d) The Declarant shall have the right and option, without the joinder, approval or consent of any person(s) or entity(ies) to cause the Association to merge or consolidate with any similar association then having jurisdiction over real property located (in whole or in part) within one (1) mile of any real property then subject to the jurisdiction of the Association. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants and Restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other properties as one scheme.

(e) Notwithstanding the fact that the Declarant may not be an Owner by virtue of its sale, transfer or conveyance of all of its right, title, and interest in the Properties, the Declarant shall continue to be entitled to implement and exercise all its rights under and pursuant to this Section 2.02 and all of the subsections hereof. Even though the Declarant may not be a Class A or Class B Member prior to an annexation, merger or consolidation permitted by this Section 2.02, subsequent to such annexation, merger or consolidation, the Declarant shall be reinstated as and become a Class B Member with respect to the Tracts owned by it within the Properties, as such Properties have been expanded or increased by the annexation, merger or consolidation. The Declarant's rights as a Class B Member shall be governed by and set forth in this Declaration and the Articles of

Incorporation and Bylaws of the Association, as same may be amended or altered by, and in accordance with, the annexation, merger or consolidation.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

3.01 Membership. Every Owner of a Tract shall automatically be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Tract.

3.02 Classes of Membership. The Association shall have two (2) classes of voting membership:

CLASS A. Class A Members shall be all Members with the exception of Class B Members. Class A Members shall be entitled to one (1) vote for each Tract in which they hold the interest required for membership. When more than one person holds such interest or interests in any Tract, all such persons shall be Members, and the vote for such Tract 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 Tract.

CLASS B. Class B Members shall be Declarant and any bona fide Owner who is engaged in the business of constructing residential dwellings on Tracts for sale to consumers (individually, “Builder” and collectively, “Builders”). Declarant shall be entitled to ten (10) votes for each Tract owned by all Class B Members. Class B Members other than Declarant shall be non-voting Members of the Association. The Class B membership shall cease, and each Class B Member shall become a Class A Member, upon the earlier to occur of the following (the “Declarant Control Period”): (i) when the total number of votes outstanding in the Class A membership is three (3) times greater than the total number of votes outstanding in the Class B membership; or (ii) when Declarant no longer owns record title to any of the Tracts; or (iii) on the twentieth (20th) anniversary of the date this Declaration was recorded in the Office of the County Clerk of Navarro County, Texas.

Notwithstanding the voting rights within the Association, until the Declarant no longer owns record title to any Tract or the twentieth (20th) anniversary of the date this Declaration was recorded in the Office of the County Clerk of Navarro County, Texas, whichever occurs first in

time, the Association shall take no action with respect to any matter whatsoever without the prior written consent of the Declarant.

Owners of exempt properties as described in Section 5.11 hereof shall be Members but shall not have voting rights.

ARTICLE IV PROPERTY RIGHTS IN THE COMMON PROPERTIES

4.01 Members' Easements of Enjoyment. Subject to the provisions of Section 4.03 of this Article, every Member, who resides on a Tract, and each individual who resides with either of them, respectively, on such Tract shall have a non-exclusive right and easement of use and enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title of every Tract; provided, however, such easement shall not give such person the right to make alterations, additions or improvements to the Common Properties.

4.02 Title to the Common Properties. The Declarant shall dedicate and convey the fee simple title to the Common Properties to the Association at such point in time deemed reasonable and appropriate by the Declarant. Prior to the date the Common Properties are conveyed to the Association, the Declarant shall retain the right to sell portions of the Common Properties to Owners.

4.03 Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to and limited by the following:

- (a) The right of the Association to prescribe regulations governing the use, operation and maintenance of the Common Properties;
- (b) Liens of mortgages placed against all or any portion of the Common Properties with respect to monies borrowed by the Declarant to develop and improve the Common Properties or by the Association to improve or maintain all or any portion of the Common Properties;
- (c) The right of the Declarant and/or the Association to enter into and execute contracts with parties (including the Declarant or an affiliate of the Declarant) for the

purpose of providing maintenance for all or a portion of the Common Properties or providing materials or services consistent with the purposes of the Association;

(d) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure;

(e) The right of the Association, as may be provided in its Bylaws, to suspend the right of any individual to use any of the Common Properties for any period during which any assessment against a Tract owned by such individual remains unpaid, and for any period not to exceed sixty (60) days for an infraction of its rules and regulations;

(f) The right of the Declarant or the Association, subject to approval by written consent by the Member(s) having a majority of the eligible votes of the Members, in the aggregate, regardless of class, to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility company for such purposes and upon such conditions as may be agreed to by such Members;

(g) The right of the Declarant or the Association, at any time, to make such reasonable amendments to the Plat, as it deems advisable, in its sole discretion.

(h) All Members are advised that a portion of the Common Properties may be located within the platted and dedicated public rights-of-way and in connection therewith the public shall have rights of use and enjoyment of Common Properties located within the public rights-of-way; and

(i) With respect to any and all portions of the Common Properties, Declarant, until the expiration of the Declarant Control Period, shall have the right and option (without the joinder and consent of any person or entity, save and except any governmental agency having appropriate jurisdiction over the Common Properties) to: (i) alter, improve, landscape and/or maintain the Common Properties; (ii) rechannel, realign, dam, bridge, bulwark, culvert and otherwise employ or utilize construction and/or engineering measures and activities of any kind or nature whatsoever upon or within the Common Properties; (iii) zone, rezone, or seek and obtain variances or permits of any kind or nature whatsoever upon or within the Common Properties; (iv) replat or redesign the shape or configuration of the Common Properties; and (v) seek and obtain any and all permits, licenses or exemptions from any and all governmental agencies exercising jurisdiction over the Common Properties and/or the uses or activities thereon.

ARTICLE V
COVENANTS FOR ASSESSMENTS

5.01 Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Tract owned by it, hereby covenants and agrees, and each purchaser of any Tract by acceptance of a deed or other conveyance document creating in such Owner the interest required to be deemed an Owner, whether or not it shall be so expressed in any such deed or other conveyance document, shall be deemed to covenant and agree (and such covenant and agreement shall be deemed to constitute a portion of the consideration and purchase money for the acquisition of the Tract), to pay to the Association (or to an entity or collection agency designated by the Association): (1) annual maintenance assessments or charges (as specified in Section 5.04 hereof), such assessments to be fixed, established and collected from time to time as herein provided; (2) special assessments for capital improvements and other purposes (as specified in Section 5.05 hereof), such assessments to be fixed, established and collected from time to time as hereinafter provided; and (3) individual special assessments levied against one or more Owners for those items specified in Section 5.05 hereof, all of such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual maintenance, special capital, and special individual assessments described in this Section 5.01 (hereinafter, the "Assessment" or the "Assessments," together with interest thereon, attorneys' fees, court costs and other costs of collection thereof, as herein provided, shall be a charge on the land and shall be a continuing lien upon each Tract against which any such Assessment is made. Each such Assessment, together with interest thereon, attorneys' fees, court costs, and other costs of collection thereof shall also be the continuing personal obligation of the Owner of such Tract at the time when the Assessment fell due. Further, no Owner may exempt himself from liability for such Assessments or waive or otherwise escape liability for the Assessments by non-use of the Common Properties or abandonment of his Tract. Existing obligations of an Owner to pay Assessments and other costs and charges shall not pass to bona fide first lien mortgagees which become Owners by reason of foreclosure proceedings or an action at law subsequent to the date the Assessment was due; provided, however, any such foreclosure proceeding or action at law shall not relieve such new Owner of such Tract from liability for the amount of any Assessment thereafter becoming due nor from the lien securing the payment of any subsequent Assessment.

5.02 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for (i) the purpose of promoting the recreation, health, and welfare of the Members and/or the residents of the Properties; (ii) managing the Common Properties; (iii) enhancing the quality of life in the Properties and the value of the Properties; (iv) improving and

maintaining the Common Properties, the properties, services, improvements and facilities devoted to or directly related to the use and enjoyment of the Common Properties, including, but not limited to, the payment of taxes on the Common Properties and insurance in connection therewith and the repair, replacement and additions thereto; (v) paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Properties; (vi) carrying out the powers and duties of the Board of Directors of the Association as set forth in this Declaration and the Bylaws; (vii) carrying out the purposes of the Association as stated in its Certificate of Formation; and (viii) carrying out the powers and duties relating to the Architectural Control Committee, after Declarant has delegated or assigned such powers and duties to the Association.

5.03 Improvement and Maintenance of the Common Properties Prior to Conveyance to the Association. At Declarant's sole option, improvements to the Common Properties may be undertaken by Declarant at its sole cost and expense with no right to reimbursement from the Association during the Declarant Control Period. After any such improvements to the Common Properties undertaken by Declarant are substantially completed and until the date of the conveyance of the title to the Common Properties to the Association, the Declarant, on behalf of the Association, shall have the responsibility and duty (but with right of assessment against all Owners) of maintaining the Common Properties, including, but not limited to, the payment of taxes on and insurance in connection with the Common Properties and the cost of repairs, replacements and additions thereto, and for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Properties. In this regard, and until such time as the Common Properties are conveyed to the Association, all Assessments collected by the Association (less such amount required for the operation of the Association) shall be forthwith paid by the Association to Declarant, to the extent that such Assessments are required by Declarant to maintain the Common Properties as set forth in this Paragraph. The Association may rely upon a certificate executed and delivered by the Declarant with respect to the amount required by Declarant to maintain the Common Properties hereunder.

5.04 Annual Maintenance Assessments.

(a) Commencing with the year beginning January 1, 2024, and each year thereafter, each Member shall pay to the Association an annual maintenance assessment in such amount as set by the Board of Directors, at its annual meeting next preceding such January 1, 2024, and each successive January 1 thereafter.

(b) Subject to the provisions of Section 5.04(c) hereof, the rate of annual maintenance assessments may be increased by the Board. The Board may, after consideration of current maintenance, operational and other costs and the future needs of the Association, fix the annual maintenance assessments for any year at a lesser amount than that of the previous year.

(c) An increase in the rate of the annual maintenance assessments as authorized by Section 5.04(b) hereof in excess of ten percent (10%) of the preceding year's annual maintenance assessments must be approved by the Members in accordance with Section 3.03 hereof.

(d) When the annual maintenance assessment is computed for all Tracts, all or a portion of such annual maintenance assessment shall be payable to the Association by the Member according to the status of the Tract owned by such Member as follows

(i) As to a Tract owned by a Class A Member, the full annual maintenance assessment shall be payable.

(ii) As to a Tract owned by a Class B Member, one-half (1/2) of the annual maintenance assessment shall be payable.

Notwithstanding the foregoing for a period of ten (10) years after the date hereof or until the expiration of the Declarant Control Period, whichever occurs first, at Declarant's option, Declarant shall not be required to pay any Assessments with respect to any Tract owned by Declarant which has not been improved with a completed dwelling structure thereon; provided, however, that in the event Declarant elects not to pay any such Assessments during such period for so long as Declarant is the Owner of any Tract, Declarant shall subsidize the Association to the extent, determined by budgets approved by the Association to be necessary to cover all net operating losses Incurred by the Association in the operation or maintenance of the Common Properties, but Declarant shall not be required to subsidize the Association in an amount in excess of the Assessments which Declarant would otherwise have been required to pay hereunder. If Declarant subsidizes the Association in an amount in excess of the Assessments which Declarant would otherwise have been required to pay pursuant to this Declaration, all of such excess amounts shall, at the option of Declarant, constitute loans from Declarant to the Association which shall be payable by the Association to Declarant on demand, but shall not accrue interest. After the expiration of such period, Declarant shall be required

to pay Assessments in accordance with the provisions hereof, but Declarant shall not be required to subsidize the Association in an amount in excess of the Assessments which Declarant would otherwise have been required to pay hereunder.

(e) Notwithstanding anything herein contained to the contrary, prior to January 1, 2024, the maximum annual maintenance assessment chargeable against any Tract for which a full assessment is payable shall not exceed \$750.00 per year.

(f) The Board of Directors may provide that annual maintenance assessments shall be paid quarter-annually, semi-annually or annually on a calendar year basis. Not later than thirty (30) days prior to the beginning of each fiscal year of the Association, the Board shall (i) estimate the total common expenses to be incurred by the Association for the forthcoming fiscal year, (ii) determine, in a manner consistent with the terms and provisions of this Declaration, the amount of the annual maintenance assessments to be paid by each Member, and (iii) establish the date of commencement of the annual maintenance assessments. Written notice of the annual maintenance assessments to be paid by each Member and the date of commencement thereof shall be sent to every Member, but only to one (1) joint Owner. Each Member shall thereafter pay to the Association his annual maintenance assessment in such manner as determined by the Board of Directors.

(g) The annual maintenance assessments may include reasonable amounts, as determined by the Members or by the Board, collected as reserves for the future periodic maintenance, repair and/or replacement of all or a portion of the Common Properties and/or for fulfillment of future obligations of the Association. All amounts collected as reserves, whether pursuant to this Section or otherwise, shall be deposited in a separate bank account to be held in trust for the purposes for which they were collected and are to be segregated from and not commingled with any other funds of the Association. Assessments collected as reserves shall not be considered to be advance payments of regular annual maintenance assessments.

5.05 Special Capital Assessments and Special Individual Assessments.

(a) In addition to the annual maintenance assessments authorized in Section 5.04 hereof, the Board of Directors of the Association may levy in any assessment year a special capital assessment for the purpose of (i) defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital

improvement upon the Properties or Common Properties, including the necessary fixtures and personal property related thereto (ii) maintaining' portions of the Common Properties and improvements thereon, or (iii) carrying out other purposes of the Association; provided, however, that any such special capital assessment levied by the Association shall have the approval of the Members in accordance with Section 3.03 hereof. Any special capital assessment levied by the Association shall be paid by the Members directly to the Association on such date or dates as determined by the Board of Directors. All such amounts collected by the Association may only be used for the purposes set forth in this Section 5.05.

(b) The Board of Directors of the Association may levy special individual capital assessments against one or more Owners for (i) reimbursement to the Association of the costs for repairs to the Properties or Common Properties and improvements thereto occasioned by the willful or negligent acts of such Owner or Owners and not ordinary wear and tear – this right specifically includes the ability to seek reimbursement for gate or road damage caused by an Owner, including his/her children, occupants, guests, and visitors; or (ii) for payment of fines, penalties or other charges imposed against an Owner or Owners relative to such Owner's failure to comply with the terms and provisions of this Declaration, the Bylaws of the Association or any rules or regulation promulgated hereunder. Any special individual assessment levied by the Association shall be paid by the Owner or Owners directly to the Association. All amounts collected by the Association as special individual assessments under this Section 5.05 shall belong to and remain with the Association.

5.06 Uniform Rate of Annual Maintenance Assessments and Special Capital Assessments. Other than as specifically set forth in Section 5.04(d) above, both annual maintenance assessments and special capital assessments (excepting therefrom special individual capital assessments) must be fixed at a uniform rate for all Tracts, and be payable as set forth herein.

5.07 Date of Commencement of Assessments; Due Dates; No Offsets. The annual maintenance assessments provided for herein shall commence on the date fixed by the Board of Directors to be the date of commencement and, except as hereinafter provided, shall be payable quarter-annually, semi-annually or annually, in advance, on the first day of each payment period thereafter, as the case may be and as the Board of Directors shall direct. The first annual maintenance assessment shall be made for the balance of the calendar year in which it is levied. The amount of the annual maintenance assessment which may be levied for the balance

remaining in the first year of assessment shall be an amount which bears the same relationship to the annual maintenance assessment provided for in Section 5.04 hereof as the remaining number of months in that year bears to twelve; provided, however, that if the date of commencement falls on other than the first day of a month, the annual maintenance assessment for such month shall be prorated by the number of days remaining in the month. The due date or dates, if to be paid in installments, of any special capital assessment or special individual assessment under Section 5.05 hereof shall be fixed in the respective resolution authorizing such assessment. Annual maintenance, special capital and special individual assessments may be established, collected and enforced by the Declarant at any time prior to the incorporation of the Association. All Assessments shall be payable in the amount specified by the Association and no offsets against such amount shall be permitted for any reason.

5.08 Duties of the Board of Directors with Respect to Assessments.

(a) The Board of Directors shall fix the date of commencement and the amount of the annual maintenance assessment against each Tract for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Tracts and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner, at such Owner's sole cost and expense.

(b) Written notice of all assessments shall be delivered or mailed to every Owner at the address of the Tract owned by such Owner unless an alternate address is provided to the Association in writing specifically directing the Association where such notices are to be delivered.

(c) The omission of the Board of Directors to fix the assessments within the time period set forth above for any year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed.

5.09 Non-Payment of Assessment.

(a) Delinquency. Any Assessment, or installment thereof, which is not paid in full when due shall be delinquent on the day following the due date (herein, "delinquency

date") as specified in the notice of such Assessment. The Association shall have the right to reject partial payment of an Assessment and demand full payment thereof. If any Assessment or part thereof is not paid within ten (10) days after the delinquency date, the unpaid amount of such Assessment shall bear interest from and after the delinquency date until paid at a rate equal to the lesser of (i) eighteen percent (18%) per annum or (ii) the maximum lawful rate. In addition to the foregoing, if any Assessment remains unpaid at the expiration of fifteen (15) days after the due date established by the Board, a late charge in the amount of \$25.00 may be assessed against the non-paying Owner for each month that any portion of any Assessment remains unpaid. A service charge in the amount of \$25.00-\$35.00, plus any applicable bank charges or fees, shall be charged for each check that is returned because of insufficient funds. The amounts of late charges and service charges may be adjusted, from time to time, by the Board consistent with any changes in the amounts of regular or special Assessments.

(b) Lien. The unpaid amount of any Assessment not paid by the delinquency date is and shall be, together with the interest thereon as provided in Section 5.09(a) hereof and the cost of collection thereof, including reasonable attorneys' fees, a continuing debt, secured by, and there is hereby impressed upon and created against each Tract, a lien and charge on the Tract of the non-paying Owner, which shall bind such Tract in the hands of the Owner, and his heirs, executors, administrators, devisees, personal representatives, successors and assigns. The lien shall be superior to all other liens and charges against the Tract, except only for tax liens and the lien of any bona fide first mortgage or first deed of trust now or hereafter placed upon such Tract. A subsequent sale or assignment of the Tract shall not relieve the Owner from liability for any Assessment made prior to the date of sale or assignment and thereafter becoming due nor from the lien of any such Assessment. The Board shall have the power to subordinate the lien securing the payment of any Assessment rendered by the Association to any other lien. Such power shall be entirely discretionary with the Board. As hereinbefore stated, the personal obligation of the Owner incurred at the time of such Assessment to pay such Assessment shall remain the personal obligation of such Owner and shall not pass to such Owner's successors in title unless expressly assumed by them in writing. Liens for unpaid Assessments shall not be affected by any sale or assignment of a Tract and shall continue in full force and effect. No Owner may exempt himself from liability for such Assessments or waive or otherwise escape liability for the Assessments by non-use of the Common Properties or abandonment of his Tract.

To evidence any lien, the Association shall prepare a written notice of lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Tract covered by such lien and a description of the Tract covered by such lien. Such notice shall be executed by one of the officers of the Association and shall be recorded in the Office of the County Clerk of Navarro County, Texas.

(c) Remedies. The lien securing the payment of the Assessments shall attach to the Tract belonging to such non-paying Owner upon recordation of this Declaration with the priority set forth in this Section. Subsequent to the recording of a notice of the lien, the Association may institute an action at law against the Owner or Owners personally obligated to pay the Assessment and/or for the foreclosure of the aforesaid lien. In any foreclosure proceeding the Owner shall be required to pay the costs, expenses and reasonable attorneys' fees incurred by the Association. In the event an action at law is instituted against the Owner or Owners personally obligated to pay the Assessment there shall be added to the amount of any such Assessment: (i) the interest provided in this Section, (ii) the costs of preparing and filing the complaint in such action, (iii) the reasonable attorneys' fees incurred in connection with such action, and (iv) any other costs of collection; and in the event a judgment is obtained, such judgment shall include interest on the Assessment as provided in this Section and a reasonable attorneys' fee to be fixed by the court, together with the costs of the action.

Each Owner, by acceptance of a deed to a Tract, hereby expressly vests in the Association or its agents or trustees the right and power to bring all actions against such Owner personally for the collection of such charges as a debt, and to enforce the aforesaid liens by all methods available for the enforcement of such liens, including non-judicial foreclosure pursuant to Section 51.002 of the Texas Property Code, and such Owner hereby expressly grants to the Association the private power of sale in connection with said liens.

(d) Notice to Mortgagees. The Association may, and upon the written request of any mortgagee holding a prior lien on any part of the Properties shall, report to said mortgagee any Assessments remaining unpaid for longer than thirty (30) days after the delinquency date of such Assessment.

(e) Notice to Owners. Notwithstanding anything to the contrary contained in this Declaration, before the Association may suspend an Owner's right to use the Common Properties, file a suit against an Owner other than a suit to collect the regular

maintenance assessments or any special assessment or foreclosure under a lien granted to the Association, charge an Owner for property damage or levy a fine for a violation of the restrictions or bylaws or rules of the Association, the Association or its agent shall give written notice to the Owner in accordance with Section 209.006 of the Texas Residential Property Owners Protection Act.

5.10 Subordination of the Lien to Mortgages. The lien securing the payment of the Assessments shall be subordinate and inferior to the lien of any bona fide first lien mortgage or deed of trust now or hereafter recorded against any Tract; provided, however, that such subordination shall apply only to the Assessments which have become due and payable prior to a sale, whether public or private, of such property pursuant to the terms and conditions of any such mortgage or deed of trust. Such sale shall not relieve the new Owner of such Tract from liability for the amount of any Assessment thereafter becoming due nor from the lien securing the payment of any subsequent assessment.

5.11 Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created in Section 5.04 and Section 5.05(a) hereof:

(a) All properties dedicated and accepted by the local public authority and devoted to public use.

(b) All Common Properties.

5.12 Estoppel Information from Board with Respect to Assessments. The Board shall upon demand at any time furnish to any Owner liable for an Assessment, such Owner's agent, a title company or such title company's agent, a resale certificate signed by an officer or agent of the Association, setting forth whether said Assessment has been paid and any and all other information requested and to which such parties are entitled under Section 207 of the Texas Property Code. The Association and/or its agent may charge a reasonable fee to assemble, copy, and deliver the information required by Section 207 of the Texas Property Code and may charge a reasonable fee to prepare and deliver an update of any resale certificate.

5.13 Working Capital Contributions. Upon acquisition of record title to a Tract by any Owner other than Declarant or a Builder, a contribution shall be made by or on behalf of such Owner to the working capital of the Association in an amount equal to fifty percent (50%) of the full current annual maintenance assessment being levied on the Tract at the time of such acquisition. This amount is not refundable, shall be in addition to, not in lieu of, the Annual

Maintenance Assessment levied on the Tract and shall not be considered an advance payment of any portion thereof. This amount shall be paid to the Association and shall be used for operating and other expenses incurred by the Association as determined by the Board of Directors.

5.14 Transfer Fees and Fees for Issuance of Resale Certificates. The Association may, at its sole discretion, enter into contracts with third parties to oversee the daily operation and management of the Association. These third parties may, and probably will, have fees, which will be charged to an Owner for the transfer of a significant estate or fee simple title to a Tract and the issuance of a resale certificate. Transfer fees and fees for the issuance of a resale certificate are not refundable and may not be regarded as a prepayment of or credit against Annual Maintenance Assessments or Special Capital Assessments; and are in addition to the Working Capital Contribution in Section 5.13 above. This section does not obligate the Association or any third party to levy such fees.

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

6.01 Powers and Duties. The affairs of the Association shall be conducted by its Board of Directors. From and after the effective date of the Association's incorporation, Declarant shall select and appoint the Board of Directors, each of whom shall be a Class A or Class B Member, or an officer, employee, representative or agent of a Class A or Class B Member. Thereafter, the Board of Directors shall be selected in accordance with the Certificate of Formation and Bylaws of the Association. The Board, for the benefit of the Properties, the Common Properties and the Owners, shall provide and pay for, out of the funds(s) collected by the Association pursuant to Article V above, the following:

(a) Care and preservation of the Common Properties and the furnishing and upkeep of any desired personal property for use in the Common Properties. Expenditures for the repair or installation of capital improvements, not included in the annual maintenance budget, may be paid from the reserve fund as specifically provided in Section 6.05 herein.

(b) Care and maintenance of the fencing, irrigation, landscaping, screening walls and entry features which may be constructed on and constitute a part of the Common Properties. Maintenance includes all repair, rebuilding or cleaning deemed necessary by the Board of Directors.

(c) Should the Board so elect, maintenance of exterior grounds, drives, parkways, private streets and access areas, including care of trees, shrubs and grass, the exact scope of which shall be further specified by the Board from time to time. In particular, the Board shall be empowered to contract with persons or entities who shall be responsible for the maintenance of landscaping, trees, shrubs, grass and like improvements which are located on the Common Properties and/or the Tracts, except for landscaping and other like improvements which are located within rear yards or side yards enclosed by solid fence, which shall be maintained by the individual Tract Owner. Maintenance services contracted for by the Board in accordance with this paragraph shall be paid for out of Association funds.

(d) The services of a person or firm to manage and/or provide consultation to the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager.

(e) Legal and accounting services.

(f) A policy or policies of insurance ensuring the Association, its officers and directors against any liability to the public or to the Owners (and/or their invitees) incident to the operation of the Association, including, without limitation, officers' and directors' liability insurance.

(g) Workers' compensation insurance to the extent necessary to comply with any applicable laws.

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

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

(j) To execute all declarations of ownership for tax assessment purposes and to pay all taxes with regard to the Common Properties.

(k) To enter into agreements or contracts with insurance companies, taxing authorities and the holders of mortgage liens on one or more Tracts with respect to: (i) taxes on the Common Properties and (ii) insurance coverage of the Common Properties, as they relate to the assessment, collection and disbursement process envisioned in this Declaration.

(l) To borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit.

(m) To enter into contracts, maintain one or more bank accounts, and generally, to have all the powers necessary or incidental to the operation and management of the Association and the Common Properties, expressly including the power to enter into management and maintenance contracts.

(n) If, as, and when the Board, in its sole discretion, deems necessary it may take action to protect or defend the Common Properties from loss or damage by suit or otherwise, to sue or defend in any court of law on behalf of the Association and to provide adequate reserves for repairs and replacements.

(o) To make reasonable rules and regulations for the operation and use of the Common Properties and to amend them from time to time, provided that any rule or regulation may be amended or repealed by an instrument in writing signed by a majority of the Members, or, with respect to a rule applicable to less than all of the Properties, by a majority of the Members in the portions affected.

(p) Subsequent to incorporation, to make available to each Owner, within one hundred twenty (120) days after the end of each year, an unaudited annual report.

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

(f) If, as and when the Board, in its sole discretion, deems necessary, it may take action to enforce the provisions of this Declaration, the provisions of any Supplemental Declaration and any rules made hereunder and to enjoin and/or seek damages from any Owner for violation of such provisions or rules.

NEITHER THE ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTIES, AND NEITHER THE ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN ALL OWNERS AND RESIDENTS OF ANY TRACT, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD OF DIRECTORS, DECLARANT, OR ANY SUCCESSOR DECLARANT AND THE ARCHITECTURAL REVIEW COMMITTEE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTY WITH REGARD TO ANY SECURITY SYSTEM, FIRE PROTECTION SYSTEM, OR BURGLAR ALARM SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO DESIGN GUIDELINES ESTABLISHED BY THE DECLARANT OR THE ARCHITECTURAL REVIEW COMMITTEE. EACH OWNER AND RESIDENT OF ANY TRACT, AND GUEST AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, THE BOARD OF DIRECTORS. THE ARCHITECTURAL REVIEW COMMITTEE, THE DECLARANT, OR ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH OWNER AND RESIDENT OF ANY TRACT AND EACH GUEST AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO TRACTS AND TO THE CONTENTS OF TRACTS AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, THE BOARD OF DIRECTORS, THE ARCHITECTURAL REVIEW COMMITTEE, THE DECLARANT, OR ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, RESIDENT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO SECURITY SYSTEMS OR ANY FIRE AND/OR BURGLAR ALARM SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTIES.

6.02 Board Powers. The Board shall have the right to contract for all goods, services and insurance, and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein.

6.03 Maintenance Contracts. The Board, on behalf of the Association, shall have full power and authority to contract with any Owner or any third party for the performance by the Association of services upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.

6.04 Liability Limitations. No Member, officer, or agent of the Association, or member or agent of the Board of Directors shall be personally liable for debts contracted for, or otherwise incurred by the Association, or for a tort of another Member, whether such other Member was acting on behalf of the Association or otherwise. Neither Declarant, the Association, its directors, officers, agents, or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portion thereof or for failure to repair or maintain the same.

The Common Properties may be subject to storm water overflow, natural bank erosion and other natural or man-made events or occurrences to extents which cannot be defined or controlled. Under no circumstances shall Declarant ever be held liable for any damages or injuries of any kind or character or nature whatsoever resulting from: (i) the occurrence of any natural phenomena; (ii) the failure or defect of any structure or structures situated on or within the Common Properties; and (iii) any act, conduct, omission or behavior of any individual, group of individuals, entity or enterprise occurring on, within or related to the Common Properties.

6.05 Reserve Funds. The Board may establish capital reserve funds, for such purposes as may be determined by the Board, including, but not limited to the maintenance, repair and/or replacement of capital assets, which funds may be maintained and accounted for separately from other funds maintained for annual operating expenses and may establish separate, irrevocable trust accounts in order to better demonstrate that the amounts deposited therein are capital contributions and are not net income to the Association. Expenditures from any such fund will be made at the direction of the Board. The reserve fund provided for herein shall be used for the general purposes of promoting the recreation, health, welfare, common benefit, and enjoyment of the Owners and occupants of the subdivision, and maintaining the subdivision and improvements therein, all as may be more specifically authorized from time to time by the Board of Directors. Capital expenditures from this fund may include by way of

example, but not be limited to, repair of major damage to the Common Properties not covered by insurance.

ARTICLE VII
INSURANCE; REPAIR AND RESTORATION

7.01 Right to Purchase Insurance. The Association shall have the right and option, but not the obligation, to purchase, carry and maintain in force insurance covering any or all portions of the Common Properties, the improvements thereon and appurtenant thereto, for the interest of the Association and of all Members thereof, in such amounts and with such endorsements and coverage as shall be considered good sound insurance coverage for properties similar in construction, location and use to the subject property. Such insurance may include, but need not be limited to:

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

(b) Public liability and property damage insurance on a broad form basis.

(c) Fidelity bond for all directors, officers and employees of the Association having control over the receipt or the disbursement of funds in such penal sums as shall be determined by the Association in accordance with its Bylaws.

(d) Officers' and directors' liability insurance.

7.02 Insurance Proceeds. Proceeds of insurance shall be disbursed by the insurance carrier to the Association or contractors designated by the Association as the Board of Directors may direct. The Association shall use the net insurance proceeds to repair and replace any damage or destruction of property, real or personal, covered by such insurance. Any balance from the proceeds of insurance paid to the Association, as required in this Article, remaining after satisfactory completion of repair and replacement, shall be retained by the Association as part of a general reserve fund for repair and replacement of the Common Properties.

7.03 Insufficient Proceeds. If the insurance proceeds are insufficient to repair or replace any loss or damage, the Association may levy a special assessment as provided for in

Article V of this Declaration to cover the deficiency. If the insurance proceeds are insufficient to repair or replace any loss or damage for which an Owner is bound hereunder, such Owner shall, as such Owner's undivided responsibility, pay any excess costs of repair or replacement.

7.04 Mortgage Protection. There may be attached to all policies of insurance against loss or damage by fire and other hazards, a mortgagee's or lender's loss payable clause; provided, however, that amounts payable under such clause to the mortgagee may be paid to the Association to hold for the payment of costs of repair or replacement, subject to the provisions of Section 7.02 hereof. The Association shall be responsible to hold said monies or to collect additional monies if the proceeds are insufficient to pay for the cost of all repairs or replacements and shall ensure that all mechanics', materialmen's and similar liens which may result from said repairs or replacements are satisfied.

7.05 Destruction of Improvements on Individual Tracts. In the event of destruction (total or partial) to the improvements on any individual Tract due to fire or any other cause each Owner covenants and agrees to clear and remove any and all debris resulting from such damage within two (2) months after the date that the damage occurs or longer with the written consent of the Association and to complete all necessary repairs or reconstruction of the damaged improvements within one (1) year after the date that the damage occurs or longer with the written consent of the Association.

ARTICLE VIII USE OF COMMON PROPERTIES

The Common Properties may be occupied and used as follows:

8.01 Restricted Actions by Owners. No Owner shall permit anything to be done on or in the Common Properties which would violate any applicable public law or zoning ordinance or which will result in the cancellation of or increase of any insurance carried by the Association. No waste shall be committed in or on the Common Properties.

8.02 Damage to the Common Properties. Each Owner shall be liable to the Association for any damage to the Common Properties caused by the negligence or willful misconduct of the Owner or such Owner's family, guests, pets, or invitees.

8.03 Rules of the Board. All Owners and occupants shall abide by any rules and regulations (the "Rules and Regulations") adopted by the Board. The Board shall have the power to enforce compliance with the Rules and Regulations by all appropriate legal and equitable

remedies, and an Owner determined by judicial action to have violated the Rules and Regulations shall be liable to the Association for all damages and costs, including reasonable attorney's fees, incurred by the Association in connection therewith. The Board shall have the specific right to adopt Rules and Regulations regarding the entrance gate and use of the shared drive.

ARTICLE IX USE OF PROPERTIES AND TRACTS; PROTECTIVE COVENANTS

Excluding structures already in place at the time of recording of these Restrictions which are grandfathered in, specifically including the bardonminium, shops, drives, and structures located upon Tracts 20 and 31¹, all Properties and each Tract situated thereon shall be constructed, developed, reconstructed, repaired, occupied and used as follows:

9.01 Residential Purposes. Except as hereinafter provided, no Owner or other occupant shall use or occupy such Owner's Tract, or permit the same or any part thereof to be used or occupied, for any purpose other than as a private single-family detached residence for the Owner and their family and domestic servants employed on the premises. As used herein the term "single family residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of any Tract for a duplex apartment, garage apartment, or other apartment use. No residence or Tract may be leased. Notwithstanding anything contained herein to the contrary, Owners may use such dwelling for limited business purposes consistent with rules and regulations promulgated by Declarant or the Board. In no event shall such limited business use unreasonably interfere with the quiet enjoyment of the other Owners of the residences constructed on their Tracts or involve the sale of goods or merchandise to the public, where members of the public visit the residence on a daily or frequent basis. In addition, consultation with clients or customers from time to time, not daily, at a residence constructed on a Tract may be permitted between 9:00 a.m. and 5:00 p.m. on regular working days, or as otherwise permitted or prohibited in the rules and regulations promulgated by Declarant or the Board. The use of a dwelling constructed on a Tract for the maintenance of a personal or professional library; for the keeping of personal, business or professional records of accounts; or for the handling of personal or professional telephone calls or correspondence shall not be deemed to be a violation of these

¹ The structures located upon Tracts 20 and 31 are grandfathered in and shall not be subject to any enforcement efforts related to violation of these Restrictions as these structures were built prior to recording of the Restrictions. Further, structures may be repaired and replaced in the same condition and appearance as they exist at the time of recording of the Restrictions without violation of these Restrictions.

restrictions. In addition, so long as a Class B Member owns any Tract which is for sale, the Class B Members and their employees, representatives and agents may maintain business, leasing and/or sales offices, sale models and other sales facilities within the Properties as Declarant shall deem appropriate.

9.02 Replatting and Subdividing of Tracts. Replatting or subdivision of Tracts shall not be permissible. Declarant shall have and reserves the right, at any time, or from time to time, upon the joinder and consent of the appropriate county and/or municipal authorities, and with the joinder and consent of the directly affected Owners, to file a replat of the Plat to effect a resubdivision or reconfiguration of any Tracts then owned by Declarant, so long as, such replat results in each resubdivided Tract containing not less than the minimum Tract size prescribed by the zoning ordinances of the County. Owners shall not unreasonably withhold or delay their joinder in or consent to the replat or amendments to the Plat. The privilege to replat Tracts owned by the Declarant reserved in this Section 9.02 shall be exercisable only by Declarant.

9.03 Minimum Floor Space. All floor areas referenced below are for air-conditioned floor areas, exclusive of porches, garages, or breezeways attached to the main dwelling. Each dwelling constructed on any Tract in the subdivision shall contain a minimum of eighteen hundred (1,800) square feet. The exact minimum square footage requirement may be set for in Architectural Guidelines adopted by the Board.

9.04 Combining Tracts. Any person owning two or more adjoining Tracts may consolidate, , such Tracts into a single building location for the purpose of constructing one (1) residential structure thereon and such other improvements as are permitted herein; provided, however, any such consolidation must comply with the rules, ordinances and regulations of any governmental authority having jurisdiction over the Properties and be approved by the Declarant or the Board of Directors if the Declarant no longer owns a Tract. In the event of any such consolidation, the consolidated Tracts shall be deemed to be a single Tract for purposes of applying the provisions of this Declaration; provided, however, such Owner shall continue to pay assessments on such Tracts as if such Tracts had not been consolidated and shall be entitled to one vote for each Tract (determined prior to such consolidation) owned by such Owner. Any such consolidation shall give consideration to easements as shown and provided for on the Plat and any required abandonment or relocation of any such easements shall require the prior written approval of Declarant as well as the prior written approval of any utility company having the right to the use of such easements. Combining of portions of Tracts into a single building site is prohibited.

9.05 Setback Requirements and Building Location. All front, side and rear setbacks must be approved by the Architectural Control Committee and must meet the requirements of the County, if any, and the requirements of the Plat. The location of the main residence on each Tract and the facing of the main elevation with respect to the street shall be subject to the written approval of the Architectural Control Committee. No building or structure of any type shall be erected on any Tract nearer to the property lines indicated by the minimum building setback line on the Plat. No building or structure of any time shall be located within 100 feet of the side tract lines or front tract line.

9.06 Height. No building or structure on any Tract shall contain more than two (2) stories or exceed, in height.

9.07 Driveways. Each Tract must be accessible to the adjoining street by a driveway or alley suitable for such purposes and approved in writing as to design, materials and location by the Architectural Control Committee before the residential structure located on such Tract may be occupied or used.

9.08 Access. No driveways or roadways may be constructed on any Tract to provide access to any adjoining Tract except as expressly provided on the Plat, or otherwise approved in writing by the Architectural Control Committee.

9.09 Drainage. Neither the Declarant nor its successors or assigns shall be liable for any loss of, use of, or damage done to, any shrubbery, trees, flowers, improvements, fences, walks, sidewalks, driveways, or buildings of any type or the contents thereof on any Tract caused by any water levels, rising waters, or drainage waters. After the residence to be constructed on a Tract has been substantially completed, the Tract will be graded so that surface water will generally flow to streets, alleys, drainage easements, or Common Properties, and in conformity with the general drainage plans for the subdivision.

9.10 Utilities. Each residence situated on a Tract shall be connected to the water lines as soon as practicable after same are available at the Tract line. Portable toilets will be required during building construction but must be promptly removed upon completion. The installation and use of any propane, butane, LP Gas or other gas tank, bottle or cylinder of any type (except portable gas grills), shall require the prior written approval of the Architectural Control Committee, and, if so approved, the Architectural Control Committee may require that such tank, bottle or cylinder be installed underground. Any control boxes, valves, connections, utility risers or refilling or refueling devices shall be completely landscaped with shrubbery or screened with

fencing so as to obscure their visibility from the streets within or adjoining the Properties or from any other Tract. Each residence shall have a septic system installed by the builder or licensed provider of services prior to occupying the residence. The location of the septic system shall be as provided on the plat and as approved by the Architectural Control Committee. The septic system must be connected before a residence is occupied. All lavatories, toilets, and bath facilities shall be installed indoors and shall be-connected with adequate septic tanks and lateral lines constructed to comply with the specifications of the State and Local Health Authorities and no "outside" or surface toilets shall be permitted under any circumstances. The installation of septic systems on all Tracts shall be governed by the County, if applicable.

9.11 Construction Requirements. The exterior construction of the primary residential structure, garage, porch, and any other appurtenance or improvement of every kind and character on any Tract shall be subject to strict compliance with the Standards and Guidelines and the written approval of any such item by the Architectural Control Committee pursuant to Section 10.02 hereof.

9.12 Garages and Servants' Quarters. Each residential dwelling erected on any Tract shall provide garage space for a minimum of two (2) conventional automobiles. Detached garages, servants' quarters, and storage rooms must be approved in writing by the Architectural Control Committee. No carport shall be built, placed, constructed or reconstructed on any Tract. As used herein, the term "carport" shall not be deemed to include a porte cochere. Porte cocheres must be approved in writing by the Architectural Control Committee. No garage shall ever be changed, altered, reconstructed or otherwise converted for any purpose inconsistent with the garaging of automobiles, unless a new garage is constructed to meet the requirements of this Section. No garage shall face a residential street or any of the Common Properties, unless approved in writing by the Architectural Control Committee.

9.13 Landscaping. Each Tract Owner shall be responsible for maintaining his own lawn and landscaping in a healthy and attractive condition.

9.14 Fences. No fence, wall or hedge shall be erected, placed or altered on any Tract without the prior written approval of the Architectural Control Committee. The design of and materials used in the construction of fences and walls shall be subject to the prior written approval of the Architectural Control Committee and shall be in accordance with the Standards and Guidelines. All service and sanitation facilities, clothes lines, wood piles, tool sheds and air conditioning equipment must be enclosed within fences, walls and/or landscaping so as not to be

visible from the adjoining Tracts and residential streets. All fences must be located to the side of and behind the residence.

The maintenance, repair, and replacement of fences situated on the Tracts shall be the responsibilities of the Owner and/or Owners who own the Tract or Tracts on which such fences are located, and in no event shall the Association be responsible for the maintenance, repair, and replacement of such fences. In addition, issues involving the maintenance, repair, and/or replacement of fences situated on the Tracts shall be resolved by the Owner of such Tracts and not by the Association.

9.15 Trash Receptacles and Collection. Each Tract Owner shall make or cause to be made appropriate arrangements with a private company for collection and removal of garbage and trash on a regular basis. If the Owner fails to make such provisions, the Association may do so and assess the costs thereof to the Owner. Each and every Owner shall observe and comply with any and all regulations or requirements promulgated by the County and/or the Association, in connection with the storage and removal of trash and garbage. All Tracts shall at all times be kept in a well maintained, healthful, sanitary and attractive condition. No Tract shall be used or maintained as a dumping ground for garbage, rubbish, debris, trash, junk or other waste matter. All trash, garbage, or waste matter shall be kept in adequate containers which shall be constructed of metal, plastic or masonry materials, with tightly-fitting lids, or other containers approved by the Board and which shall be maintained in a clean and sanitary condition. An Owner may place trash on the street curb or alley abutting his Tract only on those days designated by the County or private trash collector; provided, however, such trash must be kept neatly contained in a sanitary, tightly-sealed metal, plastic or other container. On Tracts served by an alley, garbage containers shall be constructed of a material that is harmonious with the exterior of the home. No Tract shall be used for open storage of any materials whatsoever, except that new building materials used in the construction of improvements erected on any Tract may be placed upon such Tract at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without unreasonable delay, until completion of the improvements, after which the materials shall either be removed from the Tract or stored in a suitable enclosure on the Tract. No garbage, trash, debris, or other waste matter of any kind shall be burned on any Tract.

9.16 Exterior Lighting.—Exterior lighting is permitted so long as the lighting does not disturb nor impact a neighboring property or residence.

9.17 Window Coolers. No window or wall type air-conditioners or water coolers shall be permitted to be used, erected, placed or maintained on or in any residential building on any part of the Properties.

9.18 Antennas Restrictions, Satellite Dishes, Playground Structures, and Other Rear Yard Uses. Antennas of any kind shall not exceed ten (10) feet above the roof of the dwelling or accessory building. No solar panels, satellite dishes or similar apparatus shall be placed on any dwelling in such a way that panel/apparatus is visible from the street. Ground satellite dishes and solar panels shall not be erected, installed or placed on property without the prior written approval of the Architectural Control Committee; dishes shall be screened from the view of the road. No satellite dish, playground structure, dog run, or vegetable gardens shall be visible from public streets, Common Properties or adjoining Tracts, without the prior written consent of the Architectural Control Committee.

9.19 Temporary Structures and Vehicles. No temporary structure of any kind shall be erected or placed upon any Tract. No residential trailer, mobile, modular or prefabricated home, tent, shack, or barn shall be placed on any Tract, either temporarily or permanently, and no residence, house, garage, shed or other structure appurtenant thereto shall be moved upon any Tract from another location, except for a sale, pre-sale or construction trailer; provided, however, that Declarant reserves the exclusive right to erect, place and maintain, and to permit builders to erect, place and maintain such facilities in and upon the Property as in its sole discretion may be necessary or convenient during the period of and in connection with the sale of Tracts, construction and selling of residences and constructing other improvements on the Properties. Such facilities may include, but not necessarily be limited to, a temporary office building, storage area, signs, portable toilet facilities and sales office. Declarant and builders shall also have the temporary right to use a residence situated on a Tract as a temporary office or model home during the period of and in connection with the construction and sales operations on the Properties, but in no event shall a builder have such right for a period in excess of one (1) year after the date of substantial completion of his last residence on the Properties. Any truck, bus, boat, boat trailer, trailer, recreational vehicle, camp mobile, camper or any vehicle other than conventional automobile shall, if brought within the Properties, be in good working order, with evidence of current inspection and current registration, and shall be stored within the garage of the appropriate Owner or concealed from view from adjoining Tracts, Common Properties, or public streets, unless approved in writing by the Architectural Control Committee. Trucks, buses, boats, boat trailers, trailers, or recreational vehicles which are not utilized for commercial purposes may be parked within the Properties as long as the truck, bus, boat, boat trailer, trailer, or recreational vehicle is in good working order, with evidence of current inspection and current

registration, and parked completely within the Owner's Tract. Any such vehicle must be in regular use (not stored) and parked at least 25 feet away from a neighboring Tract. The Board has the right to require removal of any vehicle which is unsightly.

9.20 Parking. On-street parking is restricted to approved deliveries or other uses approved by the Board via rules and regulations as shall be adopted by the Board of Directors. Parking in driveways is permitted; provided, however, no inoperable vehicles, no stored vehicles, or vehicles not utilized on a daily basis shall be permitted to be parked or stored in driveways or on the streets.

9.21 Signs. No signs, flags or flag poles shall be displayed to the public view on any Tract without the prior written approval of the Architectural Control Committee, with the following exceptions: (i) Declarant and homebuilders may erect and maintain one or more signs or flags for the construction, development, operation, promotion and sale of the Tracts; (ii) the patriotic display of flags in accordance with the law; and (iii) signs of customary dimensions advertising said property or portions thereof for sale. Notwithstanding anything herein contained to the contrary, any and all signs, if allowed, shall comply with all sign standards of the County, as such standards may be applicable to the Properties.

9.22 Removal of Dirt. The digging of dirt or the removal of any dirt from any Tract is prohibited, except as necessary in conjunction with landscaping or construction of improvements thereon. Minimum finished floor elevations, if any, established on the Plat shall be maintained.

9.23 Drilling and Mining Operations. No oil drilling, water drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Tract, nor shall oil wells, water wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Tract. No derrick or other structure designed for use in boring for oil, natural gas or water shall be erected, maintained or permitted upon any Tract.

9.24 Offensive Activities. No noxious or offensive activity shall be conducted on any Tract nor shall anything be done thereon which is or may become an annoyance or nuisance to the other Owners.

9.25 Animals and Pets.

(a) Dogs, cats or other household pets [not to exceed five (5) adult domestic animals] may be kept on a Tract, provided that they are not kept, bred or maintained for commercial purposes. No person owning or in custody of an animal shall allow it to stray or go upon another Tract without the consent of the Owner of such Tract. Dogs shall be on a leash when outside the Owner's Tract. Owners shall be required to clean up his or her dog's defecation within the Subdivision.

(b) Large livestock may be kept at the rate of 2 head per 2 acres and kept strictly for ornamental purpose. Large livestock or 4H projects are not permissible on tracts that are less than 2 acres. Pigs and poultry are not allowed on any tract unless it is for 4-H livestock project. The Board reserves the right to ask for 4H documentation.

(c) All animals being raised by individual Tract Owners must be kept in a fenced area on the Owner's Tract. Dogs must be kept in a kennel, dog run, or fenced in area that confines said dog(s) to that area, however, no breeding or other for-profit dog operation shall be allowed. Dogs will not be permitted to run loose and must be vaccinated for rabies according to State Law once a year and registered with Navarro County.

(d) Owners who raise and/or keep 4-H livestock projects and/or large livestock on a Tract must maintain the Tract so it does not appear to be in an unclean or untidy condition due to the placement, existence or raising of such animals on the Tract; Owner shall also prevent and/or maintain the Tract so no foul or obnoxious odors exist on the Tract or cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding Tract due the placement, existence or raising of such animals on the Tract.

(e) 4-H livestock projects and/or large livestock must be kept in a stable and/or barn constructed or placed on a Tract as approved by the Architectural Control Committee. A single stable, for the housing of horses only, and a single barn, for the housing of 4-H livestock projects may be erected and maintained by an Owner at the Owner's expense. The size and appearance of the stable and/or barn is subject to the Architectural Control Committee's approval, including regulation by Rules, Regulations, Guidelines, or restrictions promulgated by the Association or Declarant. The Declarant and/or the Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of the stable or barn. At no time shall the stable and/or barn be used to house any animals other than a horse or 4-H livestock projects, respectively, including but not limited to, household pets such as dogs or cats, or any type of hazardous material. General maintenance of the stable and/or barn area will be the obligation of the Owner and the costs for maintenance of stables and/or barns shall be the obligation of the Owners of the stable(s) and/or barns. Each

Owner and occupant of any Tract and each guest and invitee of an Owner, as applicable, acknowledges and understands that the Association, its Board of Directors, Declarant or any successor declarant are not insurers and that each Owner and occupant of any Tract and each tenant, guest and invitee of any Owner assumes all risks for loss or damage to persons, and further acknowledges that the Association, its Board of Directors, Declarant or any successor declarant have made no representations or warranties nor has any Owner, occupant, guest or invitee relied upon any representations or warranties, expressed or implied as to the safety of any and all stables and/or barns. Each Owner and occupant of any Tract and each guest and invitee of an Owner hereby agrees to indemnify and hold harmless the Association, its Board of Directors, Declarant or any successor declarant for all loss or damage to persons or property resulting from the use of and/or entry upon any and all stables and/or barns.

(f) The Association may adopt reasonable rules and regulations governing the size, weight, and keeping of animals, which rules may include the adoption of fines for violations thereof.

9.26 Ponds. Ponds already existing on the Plat shall remain in place and must be maintained by the Tract Owner to avoid erosion and drainage to a neighboring Tract. The ponds shall be kept with a natural appearance. No chemicals may be placed in any pond which will harm wildlife or injure a neighboring Tract.

9.27 Duty of Maintenance.

(a) Owners and occupants (including lessees) of any Tract shall, jointly and severally, have the duty and responsibility, at their sole cost and expense, to keep the Tract so owned or occupied, including buildings, improvements, grounds or drainage easements or other rights-of-way incident thereto, and vacant land, in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following: (i) prompt removal of all litter, trash, refuse and waste; (ii) lawn mowing and edging of all curbs and edgeways on a regular basis; (iii) tree and shrub pruning; (iv) watering landscaped areas in a regular manner so as to maintain harmony with the overall standards of the subdivision; (v) keeping exterior lighting and maintenance facilities in working order; (vi) keeping lawn and garden areas alive, free of weeds, and attractive; (vii) keeping parking areas, driveways and curbs in good repair; (viii) complying with all government health and police requirements; (ix) repair of exterior damages to improvements; (x) cleaning of landscaped areas lying between street curbs and Tract lines, unless such streets or landscaped areas are expressly designated to

be Common Properties maintained by applicable governmental authorities or the Association; (xi) repainting of improvements; and (xii) clearing or treating of any pond to eliminate a hazard or health risk.

(b) If, in the opinion of the Association, any such Owner or occupant has failed in any of the foregoing duties or responsibilities, then the Association may give such person written notice of such failure and such person must within ten (10) days after receiving such notice, perform the repairs and maintenance or make arrangements with the Association for making the repairs and maintenance required. Should any such person fail to fulfill this duty and responsibility within such period, then the Association, through its authorized agent or agents, shall, after notice, if any, required pursuant to Section 5.09(e) hereof, have the right and power to enter onto the premises and perform such repair and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person.

(c) Notwithstanding the provisions of Section 9.27(b) above, if; at any time, an Owner shall fail to control weeds, grass and/or other unsightly growth, the Association shall, after notice, if any, required pursuant to Section 5.09(e) hereof, have the authority and right to go onto the Tract of such Owner for the purpose of mowing and cleaning said Tract and shall have the authority and right to assess and collect from the Owner of said Tract a sum up to three (3) times the cost incurred by the Association for mowing or cleaning said Tract on each respective occasion of such mowing or cleaning. If, at any time, weeds or other unsightly growth on the Tract exceed six inches”(6") in height, the Association shall have the right and authority to mow and clean the Tract, as aforesaid.

(d) The Owners and occupants (including lessees) of any Tract on which work is performed pursuant to Sections 9.27(b) and Sections 9.27(c) above shall, jointly and severally, be liable for the cost of such work [such costs constituting a special individual assessment as specified in Section 5.05(b) hereof] and shall promptly reimburse the Association for such cost. If such Owner or occupant shall fail to reimburse the Association within thirty (30) days after receipt of a statement for such work from the Association, then said indebtedness shall be a debt of all said persons, jointly and severally, and shall constitute a lien against the Tract on which said work was performed. Such lien shall have the same attributes as the lien for assessments and special assessments set forth in this Declaration, and the Association shall have the identical powers and rights in all respects, including but not limited to the right of foreclosure.

9.28 Maintenance of Common Properties. All landscaping and improvements placed or erected on the Common Properties by Declarant shall be owned and maintained by the Association. The Association shall also maintain the community mailbox.

9.29 Retaining Walls. Retaining walls shall be restricted to structurally engineered and designed walls made of materials approved, in writing, by the Architectural Control Committee. The responsibility for constructing and maintaining a retaining wall shall be borne by the Owner of the "high" side Tract, unless the Owner of the "low" side Tract elects to construct a residence on his Tract prior to the construction of a residence on the "high" side Tract and a retaining wall is required by the Architectural Control Committee or the County, in connection with the construction of the residence on the "low" side Tract.

9.30 Mailboxes. A community mailbox will be provided; therefore, each Tract shall not have its own mailbox.

9.31 Basketball Goals/Hoops. Basketball goals, hoops, backboards and nets shall be permitted; provided, however, in no event shall such structure be allowed in the area between the front of the dwelling and the street adjacent thereto.

9.32 Firearms. No pistol, rifle, shotgun, or any other firearms or explosives or any other device capable of killing or injuring or causing property damage shall be discharged on any part of the Property, except for the protection of owners of the Tracts and their property or, for Tracts 10 acres or more, the protection of animals from predators or to prevent nuisance varmints. Any discharge of firearms, as allowed herein, must be made in a lawful manner.

ARTICLE X ARCHITECTURAL CONTROL COMMITTEE

10.01 Architectural Control Committee. As long as Declarant holds title to any of the Tracts, the Architectural Control Committee, hereinafter called the "Committee", shall be composed of three (3) or more individuals selected and appointed by the Declarant. At such time as Declarant no longer owns any Tracts, the Committee shall be composed of such individuals selected by a vote of the Board of Directors of the Association. The Committee shall use its best efforts to promote and ensure a high level of quality, harmony and conformity throughout the Properties. The Committee shall function as the representative of the Owners for the purposes

herein set forth as well as for all other purposes consistent with the creation and preservation of a first-class residential development.

A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate and appoint a successor. The Board of Directors shall have the full authority to remove any member of the Committee elected by the Board. Other than as set forth in Section 10.02 hereof, no member of the Committee shall be entitled to any compensation for services performed hereunder nor be liable for claims, causes of action or damages (except where occasioned by gross negligence or arbitrary and capricious conduct) arising out of services performed, actions taken, or inactions in connection with any undertaking, responsibility, or activity hereunder or request for action hereunder. At any time, the Declarant may delegate and assign to the Board of Directors, all of the Declarant's power and right to change the membership of the Committee, to withdraw or add powers and duties from or to the Committee, or to restore the powers and duties of the Committee. Such action by the Declarant shall be effective upon recordation of a written instrument properly reflecting same in the Office of the County Clerk of Navarro County, Texas.

10.02 Architectural Approval. No building, structure, shed, fence, wall or improvement of any kind or nature shall be erected, constructed, placed, altered, changed or modified on any Tract until the plot plan showing the location of such building, structure, paving or improvement, construction plans and specifications thereof and landscaping and grading plans therefor have been submitted to and approved in writing by the Committee or a representative or agent designated by the Committee to act on behalf of the Committee as to: (i) location with respect to Tract lines; topography; finished grades elevation; height and dimensions of improvements; intended use of the proposed improvements; impact and relationship to neighboring Tracts and improvements situated or to be situated thereon; effect of location and use on neighboring Tracts and improvements situated thereon; and any drainage arrangement, (ii) conformity and harmony of external design, color, texture, type and appearance of exterior surfaces and landscaping with existing structures and existing landscaping, (iii) quality of workmanship and materials; adequacy of site dimensions; adequacy of structural design; proper facing of main elevation with respect to nearby streets; and (iv) the other standards set forth within this Declaration (and any amendments hereto) or as may be set forth in bulletins promulgated by the Committee. In connection with the submission of such plot plan, construction plans and specifications, and landscaping and grading plans, the Committee may require that the submitting party pay a fee of up to \$250.00 per submission, which fee shall be payable to the Association or, if the Committee elects, to a representative designated by the

Committee to review such plans and specifications. The Committee is authorized to request the submission of samples of proposed construction materials or colors of proposed exterior surfaces.

Final plans and specifications shall be submitted in duplicate to the Committee for approval or disapproval. At such time as the plans and specifications meet the approval of the Committee, one complete set of plans and specifications will be retained by the Committee and the other complete set of plans will be marked "Approved" and returned to the Owner. If found not to be in compliance with these Covenants and Restrictions, one set of such plans and specifications shall be returned marked "Disapproved", accompanied by a reasonable statement of items found not to comply with these Covenants and Restrictions. Any modification or change to the approved set of plans and specifications which affects items (i) through (iv) of the preceding paragraph must again be submitted to the Committee for its inspection and approval. The Committee's approval or disapproval as required herein shall be in writing. If the Committee or its designated representative fails to approve or disapprove such plans and specifications within thirty (30) days after they have been submitted, then Committee approval shall be presumed; provided, however, that nothing in this paragraph shall affect in any way the method for seeking or granting variances, as described in Section 10.03 hereof, nor shall any failure of the Committee to act on a variance request within any particular period of time constitute the granting or approval of any such variance request.

The Committee is authorized and empowered to consider and review any and all aspects of dwelling construction, construction of other improvements and location, quality and quantity of landscaping on the Tracts, and may disapprove aspects thereof which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more Owner(s) or the general value of the Properties. As an example, and not by way of limitation, the Committee may impose limits upon the location of window areas of one residential dwelling which would overlook a rear or side yard of an adjacent residential dwelling. Also, the Committee is permitted to consider technological advances in design and materials and such comparable or alternative techniques, methods or materials may or may not be permitted, in accordance with the reasonable opinion of the Committee. Further, the Committee is permitted to adopt and enforce weight and load limitations for large commercial or construction vehicles entering the Property. The Committee may also adopt road access fees for the cost of damage or wear and tear caused to the streets by construction vehicles. The initial Vehicle Weight and Load Restrictions Policy, including applicable Fines, is attached hereto as "Exhibit B."

THE COMMITTEE MAY, FROM TIME TO TIME, PUBLISH AND PROMULGATE ARCHITECTURAL STANDARDS, BULLETINS AND/OR DESIGN GUIDELINES (COLLECTIVELY, THE "STANDARDS AND GUIDELINES") WHICH SHALL BE FAIR, REASONABLE AND UNIFORMLY APPLIED AND SHALL CARRY FORWARD THE SPIRIT AND INTENTION OF THIS DECLARATION. SUCH BULLETINS AND GUIDELINES SHALL SUPPLEMENT THESE COVENANTS AND RESTRICTIONS AND ARE INCORPORATED HEREIN BY REFERENCE. THE COMMITTEE SHALL HAVE THE AUTHORITY TO MAKE FINAL DECISIONS IN INTERPRETING THE GENERAL INTENT, EFFECT AND PURPOSE OF THESE COVENANTS AND RESTRICTIONS.

PRIOR TO ACQUIRING ANY TRACT OR CONSTRUCTING ANY STRUCTURE ON A TRACT, EACH PROSPECTIVE PURCHASER, TRANSFEREE, MORTGAGEE, AND/OR OWNER IS STRONGLY ENCOURAGED TO CONTACT THE ARCHITECTURAL CONTROL COMMITTEE TO OBTAIN AND REVIEW THE MOST RECENT ARCHITECTURAL STANDARDS BULLETINS AND DESIGN GUIDELINES WHICH WILL CONTROL THE DEVELOPMENT, CONSTRUCTION, LANDSCAPE AND USE OF THE TRACT AND THE STRUCTURES TO BE CONSTRUCTED THEREON.

THE ARCHITECTURAL STANDARDS BULLETINS AND DESIGN GUIDELINES MAY CONTAIN STANDARDS, REQUIREMENTS, OR LIMITATIONS IN ADDITION TO THOSE EXPRESSLY SET FORTH OR REFERRED TO IN THIS DECLARATION AND MORE STRINGENT STANDARDS, REQUIREMENTS, OR LIMITATIONS THAN THE SPECIFIC STANDARDS, REQUIREMENTS OR LIMITATIONS SET FORTH OR REFERRED TO IN THIS DECLARATION.

10.03 Variances. Upon submission of a written request for same, the Committee may, from time to time, in its sole discretion, permit Owners to construct, erect, or install improvements which are in variance from the architectural standards, the Covenants and Restrictions, or the previously published architectural bulletins which are provided in this Declaration or which may be promulgated in the future. In any case, such variances shall be in basic conformity with and shall blend effectively with the general architectural style and design of the community. No member of the Committee shall be liable to any Owner or other person claiming by, through, or on behalf of any Owner, for any claims, causes of action, or damages arising out of the granting or denial of, or other action or failure to act upon, any variance requested by an Owner or any person acting for or on behalf of any Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the Committee's right to

strictly enforce the Covenants and Restrictions, architectural standards or published architectural bulletins provided hereunder against any other Owner. Each such written request must identify and set forth in detail the specific restriction or standard from which a variance is sought and describe in complete detail the exact nature of the variance sought. Any grant of a variance by the Committee must be in writing and must identify in narrative detail both the standards from which a variance is being sought and the specific variance being granted.

10.04 Nonconforming and Unapproved Improvements. The Association may require any Owner to restore such Owner's improvements to the condition existing prior to the construction thereof (including, without limitation, the demolition and removal of any unapproved improvement) if such improvements were commenced or constructed in violation of this Declaration. In addition, the Association may, but has no obligation to do so, cause such restoration, demolition and removal and levy the amount of the cost thereof as a special individual assessment against the Tract upon which such improvements were commenced or constructed.

10.05 No Liability. Neither Declarant, the Association, the Committee, the Board, nor the officers, directors, members, employees and agents of any of them, shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every Owner agrees that he will not bring any action or suit against Declarant, the Association, the Committee, the Board, or the officers, directors, members, employees or agents of any of them, to recover any such damages and hereby releases and quitclaims all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given. Plans and specifications are not approved for engineering or structural design or adequacy of materials, and by approving such plans and specifications neither the Committee, the members of the Committee, the Declarant nor the Association assumes liability or responsibility therefor, nor for any defect in any structure constructed from such plans and specifications.

ARTICLE XI EASEMENTS

11.01 Ingress and Egress by the Association. The Association shall, at all times, have full rights of ingress and egress over and upon each Tract for the maintenance and repair of each Tract and the Common Properties in accordance with the provisions hereof, and for the carrying out by the Association of its functions, duties and obligations hereunder; provided, that any such entry by the Association upon any Tract shall be made with as little inconvenience to the Owner as practical, and any damage caused by the Association's entry, other than damages caused by the Owner, shall be repaired by the Association at the expense of the Association.

11.02 General. The rights and duties of the Owners with respect to water, electricity, natural gas, telephone and cable television lines and drainage facilities shall be governed by the following:

(a) Wherever (i) water service connections, (ii) natural gas, electricity, telephone or cable television lines, or (iii) drainage facilities are installed within the Properties, which connections, lines or facilities or any portion thereof lie in or upon Tracts owned by any party other than the Owner of a Tract served by said connections, lines or facilities, such Owners of Tracts served shall have the right and are hereby granted an easement to the full extent necessary therefore, to enter upon the Tracts within or upon which said connections, lines or facilities or any portion thereof lie to repair, replace and generally maintain said connections, lines or facilities as and when the same may be necessary. This right shall also extend to sewage or septic lines which encroach upon another Tract.

(b) Wherever (i) water service connections, (ii) natural gas, electricity, telephone or cable television lines, or (iii) drainage facilities are installed within the Properties, which connections, lines or facilities serve more than one Tract, the Owner of each Tract served by said connections, lines or facilities shall be entitled to the full use and enjoyment of such portions of said connections, lines or facilities which service such Owner's Tract.

11.03 Reservation of Easements. Easements over the Tracts and Common Properties for the installation and maintenance of electric, telephone, cable television, water, gas and drainage facilities are hereby reserved by the Association, together with the right to grant and transfer same.

11.04 Surface Areas of Utility Easements. Easements for installation and maintenance of utilities are reserved as shown and provided for on the Plat. Underground electric, storm sewer, septic, water, natural gas and telephone service shall be available to all

Tracts in the subdivision. Easements for the underground service may be crossed by driveways, walkways, patios, brick walls and fences, provided the Declarant or builder makes prior arrangements with the utility companies furnishing electric, storm sewer, septic, water, natural gas and telephone service and provides and installs any necessary conduit of approved type and size under such driveways, walkways, patios, brick walls or fences prior to construction thereof. Such easements for the underground service shall be kept clear of all other improvements, and neither the grantee nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants, to shrubbery, trees, flowers or other improvements (other than for damages caused in crossing driveways, walkways, patios, brick walls or fences, providing conduit has been installed as outlined above) of the Owner located on the Tract covered by said easements. In addition, the utility easements shall not be used as alleyways.

11.05 Emergency and Service Vehicles. An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles and other service vehicles to enter upon the Common Properties, including but not limited to private streets, in the performance of their duties; and further, an easement is hereby granted to the Association, its officers, directors, agents, employees and management personnel to enter the Common Properties to render any service.

11.06 Universal Easement. The Owner of each Tract (including Declarant so long as Declarant is the Owner of any Tract) is hereby granted an easement not to exceed one (1) foot in width over all adjoining Tracts. and Common Properties for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, or any other cause. There shall be easements for the maintenance of said encroachment, settling or shifting; provided, however, that in no event shall an easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to willful misconduct of said Owner or Owners. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of this Declaration and shall be appurtenant to the Tract being serviced and shall pass with each conveyance of said Tract.

ARTICLE XII GENERAL PROVISIONS

12.01 Duration. The Covenants and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable

by the Association and/or any Owner, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date that this Declaration is recorded in the Office of the County Clerk of Navarro County, Texas, after which time these Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Members entitled to cast sixty-seven percent (67%) of the votes of the Association, in the aggregate, regardless of class, has been recorded in the Office of the County Clerk of Navarro County, Texas, agreeing to abolish or terminate these Covenants and Restrictions; provided, however, that no such agreements to abolish shall be effective unless made and recorded one (1) year in advance of the effective date of such abolishment.

12.02 Amendments. Notwithstanding the terms and provisions of Section 12.01 hereof, this Declaration may be amended, modified and/or changed as follows:

(a) during the time Declarant is the Owner of any Tract, the Declarant may amend or change this Declaration without the consent of the Members;

(b) in all other situations, this Declaration may be amended or changed either upon the express written consent of Members entitled to cast at least sixty-seven percent (67%) of the outstanding votes of the Association who are in attendance at a meeting called and held in accordance with Section 3.03 hereof, regardless of class, or at least sixty-seven percent (67%) of the outstanding votes of the Association, regardless of class, whether or not a meeting is called. Any and all amendments to this Declaration, shall be recorded in the Office of the County Clerk of Navarro County, Texas. As long as the Declarant is the Owner of any Tract, no amendment to this Declaration shall be effective without the prior written consent of the Declarant.

12.03 Enforcement. Enforcement of these Covenants and Restrictions may be brought by Declarant, the Association, or any Owner, and shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages, or to enforce any lien created by these Covenants and Restrictions; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In addition, should the Association prevail in any such litigation, the Association shall be entitled to recover its reasonable attorneys' fees.

12.04 Severability. Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in no way affect any other provision of this Declaration or the remainder of these Covenants and Restrictions which shall remain in full force and effect.

12.05 Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

12.06 Notices to Member/Owner. Any notice required to be given to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.

12.07 Notices to Mortgagees. If a holder of a mortgage on a Tract shall notify the Association of its address and the identity of the Tract and Owner covered by and granting such mortgage, then such holder(s) shall be entitled to receive, written notification from the Association of any default by the respective Owner in the performance of such Owner's obligations as established by this Declaration.

12.08 Disputes. Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of this Declaration or the Bylaws of the Association shall be determined by the Board of Directors, whose determination shall be final and binding upon all Owners. In the event a dispute arises between the Association and one or more Owners, such parties shall submit the dispute to arbitration in accordance with the rules of the American Arbitration Association, and the result thereof shall be binding and conclusive to the parties. Upon the written request of either party to the dispute, each party to the dispute shall appoint one person as an arbitrator to hear and determine the dispute and if the two arbitrators so chosen shall be unable to agree, then they shall select a third arbitrator whose decision shall be final and conclusive upon the parties. The expenses of such arbitration shall be borne by the losing party, or in such proportions as the arbitrators shall decide. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association.

12.09 Termination of and Responsibility of Declarant. If Declarant shall convey all of its right, title and interest in and to the Properties and assign all its rights, benefits and obligations as Declarant hereunder to any partnership, individual or individuals, corporation or corporations, then and in such event, Declarant shall be relieved of the performance of any

further duty or obligation hereunder, and such partnership, individual or individuals, corporation or corporations, shall be obligated to perform all such duties and obligations of the Declarant.

12.10 Limitation on Interest. All agreements between any Owner and the Association or Declarant are hereby limited so that in no event shall the interest contracted for, charged or received by such party exceed the maximum amount permissible under applicable law. All interest paid or agreed to be paid to such party shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full period until payment in full of the indebtedness so that interest thereon for such full period shall not exceed the maximum amount permitted by applicable law. If, from any circumstance whatsoever, interest would otherwise be payable to such party in excess of the maximum lawful amount, the interest shall be reduced to the maximum amount permitted under applicable law; and if, from any circumstance, such party shall ever receive anything of value deemed interest by applicable law in excess of the maximum lawful amount, such excess shall be refunded to the applicable Owner.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed as of the _____ day of May 2023.

NAVARRO FARM EQUIPMENT, LLC,
a Texas limited liability company

By: _____
_____, Manager

By: _____
_____, Manager

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY NAVARRO §

BEFORE ME, the undersigned notary public, on this the _____ day of May 2023, personally appeared _____ and _____, Managers of Navarro Farm Equipment, LLC, known to me to be the person whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose and in the capacity therein expressed.

Notary Public in and for the State of Nevada

RECORDED BY:



6548 GREATWOOD PKWY.
SUGAR LAND, TEXAS 77479

EXHIBIT A

Phase 1: Tracts 1-25 and 31-33 of Grison Estates, a Subdivision recorded under _____
Official Public Records of Navarro County, Texas.

Phase 2: Tracts 26-30 of Grison Estates, a Subdivision recorded under _____ Official
Public Records of Navarro County, Texas. At the time of recording this Declaration, Tracts
26-30 are used for commercial truck parking. Once the Tracts are no longer used for commercial
truck parking, they will be annexed to the jurisdiction of the Association and Declaration via a
Notice of Annexation.

EXHIBIT B

VEHICLE WEIGHT AND LOAD RESTRICTION AND FINE POLICY

In association with the architectural consideration and approval for a new residence, structure, or improvement, and any other situations wherein heavy loads could cause road damage the following weight and load restrictions apply:

- Maximum 6 cubic yard load for heavy materials, specifically, concrete, gunite, gravel, select fill, stone, sand, topsoil, asphalt, dredged material from lake/pond.
- Maximum 12 cubic yard load for lighter weight materials, specifically, mulch, play chips.
- Maximum 10-pallets, specifically sod, stone, pavers (when stone is sold by the pallet vs. the yard).
- Maximum 12 cubes of brick.
- Maximum 40,000-pound gross vehicle weight on all other materials, e.g., lumber.
- Loads exceeding 40,000 must be transferred to a smaller vehicle / trailer on **Spur 294** for delivery inside Grison Estates.

Moving Vans, concrete pumper trucks and septic tank vehicles are exempt from the Policy.

Required: Owners are responsible for notifying the Board of Directors when a concrete/gunite pour is scheduled to begin at least 24 hours prior to the scheduled pour for EACH DAY a pour is scheduled. This includes pours rescheduled due to rain or shortage of trucks, etc. Failure to provide notification will result in a fine (see below).

Required: Members are required to provide copies of weight tickets for all concrete/gunite deliveries within 30 days. Failure to provide documentation within 30 days following a concrete delivery will result in a fine (see below).

Fines will be assessed as follows:

- \$250.00 for failure to notify the Board of Directors 24 hours prior to a concrete/gunite pour.
- \$1000.00 per load exceeding weight or load restriction.
- \$5,000.00 per concrete/gunite pour for failure to provide delivery documents within 30-days of concrete/gunite pour completion.

Levying of fines will be pursuant to Texas Property Code Section 209.006.

Requests to the ACC for approval of site improvements will require the member to acknowledge that they understand and will comply with this Policy before approval is granted.

Required delivery documents will be submitted to the designated board member identified in the 24-hour pour notification. That board member shall review the documents to ensure compliance with load restriction.

This Policy remains in force and effect until revoked, modified or amended by the Board of Directors.