



## Office of the Secretary of State

### CERTIFICATE OF FILING OF

Long Branch Estates, Inc.  
File Number: 804409012

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 01/20/2022

Effective: 01/20/2022



A handwritten signature in black ink, appearing to read "John B. Scott".

John B. Scott  
Secretary of State

**BYLAWS**  
**OF**  
***LONG BRANCH ESTATES, INC.***

**ARTICLE I**  
**NAME, PRINCIPAL OFFICE AND DEFINITIONS**

1.1 **Name.** The name of the corporation is Long Branch Estates, Inc. (the "**Association**").

1.2 **Principal Office.** The principal office of the Association shall be located in Ellis County, Texas, or in such other county in Texas as the Association's Board of Directors determines.

1.3 **Definitions.** Capitalized terms contained in these Bylaws (herein so called) that are not defined herein shall have the meaning given to such terms in the **Declaration of Covenants, Conditions and Restrictions – Long Branch Estates**, recorded at Document No. 1717919 in the official public records of Ellis County, Texas, as it may be amended from time to time (the "**Declaration**"), which definitions are incorporated herein by this reference.

**ARTICLE II**  
**ASSOCIATION; MEMBERSHIP AND MEETINGS**

2.1 **Membership.** The owners of Lots in the Property (hereinafter, "Owners") shall be the Members of the Association.

2.2 **Place of Meetings.** Meetings of the Association shall be held at such location as may be designated by the Board of Directors from time to time.

2.3 **Annual Meetings.** Annual meetings of the Association shall be held each year on a date to be selected by the Board of Directors in the month of July.

2.4 **Special Meetings.** The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting if so directed by resolution of the Board of Directors or upon a petition signed by Members representing at least 10% of the total votes of all Members. No business except as stated in the notice shall be transacted at a special meeting of the Members.

2.5 **Notice of Meetings.** Written notice of each meeting of the members shall be mailed (by regular mail, postage prepaid) or emailed to each member at the most recent mailing address or email address provided to the Association by each such member, as shown on the records of the Association. If a member has not provided the Association with an email address, then such notices shall be mailed to the member. If the member has not provided the Association with a mailing address, then the member's mailing address shall be deemed to be the physical address of his or her Lot. The notice shall be mailed or emailed to the members not less than ten (10) or more than sixty (60) days before the date of the meeting and shall state the date, time and

place of the meeting, and in the case of a special meeting, the purpose of the meeting. A notice of meeting that is mailed shall be considered given on the date notice is deposited in the United States mail with postage paid in an envelope addressed to the person at the person's address as set out above and a notice of meeting that is transmitted by email shall be considered given when the email is transmitted to an email address provided by the person to the Association.

**2.6 Voting.** The voting rights of the Members shall be as set forth in the Declaration and in these Bylaws, and such voting rights provisions are specifically incorporated herein by this reference.

**2.7 Manner of Voting.** At all meetings of Members, each Member may vote: (i) in person (or if a corporation, partnership or trust, through any officer, director, partner or trustee duly authorized to act on behalf of the Member); (ii) by proxy; and/or (iii) if authorized by the Board, by absentee ballot and/or by electronic ballot (to the extent electronic voting is offered for a given matter submitted to a vote of the Members), subject to the requirements and limitations of Texas law regarding each such method of voting, including those set forth in Section 209.00592 of the Texas Property Code or any successor statute. All proxies shall be in writing specifying the Lot(s) for which it is given, signed by the Member or its duly authorized attorney-in-fact, dated and filed with the Secretary of the Association prior to any meeting for which it is to be effective. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid. Every proxy shall be revocable and shall automatically cease upon the occurrence of any of the following circumstances: (1) conveyance of any Lot for which it is given; (2) upon receipt of notice by the Secretary of the death or judicially declared incompetence of a Member giving such proxy who is a natural person, (3) upon receipt of written revocation of such proxy by the Secretary from the Member giving such proxy; (4) the attendance of the Member at the meeting for which the proxy was given; or (5) 11 months from the date of the proxy, unless a shorter or longer period is specified in the proxy.

**2.8 Ballots.** Any vote cast in an election or vote by Members of the Association must be in writing and signed by such Member or his or her proxy-holder. Electronic votes cast in a manner prescribed by Section 209.00592 of the Texas Property Code shall constitute written and signed ballots. Notwithstanding, in an association-wide election, written and signed ballots are not required for uncontested races.

**2.8 Tabulation of and Access to Ballots.** A person who is a candidate in an election of directors or who is otherwise the subject of an association vote, or a person related to that person within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, may not tabulate or otherwise be given access to the ballots cast in that election or vote. Any person other than the aforementioned individuals may tabulate votes in an association election or vote but may not disclose to any other person how any Member voted.

**2.9 Recount of Votes.** No later than the 15th day after the date of the meeting at which an election was held, a Member may submit a written demand for a recount of the votes. The recount demand must be submitted to the Association either: (1) by certified mail, return

receipt requested, or by delivery by the United States Postal Service with signature confirmation service to the Association mailing address as reflected on the latest management certificate filed under Section 209.004 of the Texas Property Code; or (2) in person to the Association's managing agent as reflected on the latest management certificate filed under Section 209.004 of the Texas Property Code or to the address to which absentee and proxy ballots are mailed. Upon such event, the Association shall, at the expense of the Member requesting the recount, retain for the purpose of performing the recount, the services of a person qualified to tabulate votes under Section 209.0057. The recount of votes shall be performed on or before the 30th day after the date the Association has received both a demand for a recount of votes and payment for the costs of conducting such recount. The Association shall provide the results of the recount to each Member who requested the recount. If the recount changes the results of the election, the Association shall reimburse the requesting Member for the costs of conducting the recount. Notwithstanding, any action taken by the Board of Directors during the period between the initial election vote tally and the completion of the recount shall not be affected by any recount.

**2.10 Quorum - Adjournment.** Except as provided in these Bylaws or in the Declaration, the presence, in person or by proxy, absentee ballot or electronic voting of Members representing 10% or greater of the total votes in the Association shall constitute a quorum at all meetings of the Association. If, however, such quorum shall not be present or represented at any meeting, the Members present at the meeting that are entitled to vote shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as stated above is present or represented.

**2.11 Action Without a Meeting by Written Consent.** To the fullest extent permitted under applicable law, any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without notice and without a vote, if written consent specifically authorizing the proposed action is signed by Members holding at least the minimum number of votes necessary to authorize such action at a meeting if all Members entitled to vote thereon were present. Such consents shall be signed within 90 days of the earliest date that a notice regarding such consent is delivered by the Association, which date shall be designated in the notices. Such consents shall be filed with the minutes of the Association, and shall have the same force and effect as a vote of the Members at a meeting. For votes taken by written consent as provided above, the date specified in the notice as the ownership date, which date shall not be more than 20 days prior to the date the notices are sent, shall be the date used for determining the ownership of the Lot for the written consent voting purposes. Within 10 days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

**2.11 Action Without a Meeting by Written Ballot.** Any action which may be approved by the vote of the Members at a regular or special meeting may be approved without a meeting by a vote conducted by mail, by facsimile transmission, by email, or by any combination of those methods. If an action is approved without a meeting, the Board of Directors shall distribute a written ballot to every Member entitled to vote on the matter. The ballot shall set forth a reasonable time within which to return the ballot to the Association.

**2.12 Voting of Members at a Meeting During Natural Disaster.** In the event the Association needs to conduct a meeting of the Association's Members at a time during which: (1) the state of Texas, County of Ellis, or City of Mabank is under a declared state of disaster by an appropriate federal, state, county, or municipal governmental agency, including the President of the United States or the Governor of Texas; (2) the Centers for Disease Control has issued recommended guidelines for social distancing, occupancy limits, or other guidelines or protocols intended to reduce the spread of a pandemic virus; or (3) the Board of Directors has determined it to be in the best interest of the Association's Members to avoid large gatherings of individuals because of an existing or threat of a virus pandemic (hereinafter referred to as a "Disaster Time Period"), the Board of Directors shall be entitled to conduct the meeting of the Association's Members using a conference telephone or similar communications equipment, or another suitable electronic communications system, including videoconferencing technology or the Internet, or any combination thereof, provided it is done in compliance with Section 6.002 of the Texas Business Organizations Code. In addition, during a Disaster Time Period, the Board of Directors shall be further authorized to suspend or regulate the authority of Members to vote in person or by proxy at any such meeting of the Association's Members and the Board of Directors may require all votes cast by Members in an election of directors or on any other matter submitted to a vote of Members to be conducted solely by absentee and/or electronic ballot in compliance with Sections 209.0058 and 209.00592 of the Texas Property Code. The Board of Directors may adopt reasonable rules and procedures for conducting any such election or vote authorized herein, including the use of proxies. Whether or not a Disaster Time Period is in effect shall be determined by the Board of Directors of in its sole and absolute discretion and shall be binding provided it is made in good faith.

### **ARTICLE III BOARD OF DIRECTORS**

**3.1 Governing Body; Composition.** The affairs of the Association shall be governed by a Board of Directors, each of whom shall be a Member of the Association and shall have one equal vote on all matters submitted to a vote of the Board of Directors. In the case of a Member which is not a natural person, any officer, director, partner, employee or trust officer of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member, provided that no Member may have more than one such representative on the Board of Directors at a time.

**3.2 Number of Directors.** The Board of Directors shall consist of 5 directors, as provided herein.

**3.3 Nomination and Election of Directors.** The directors shall be nominated and elected as follows:

(a) **Nomination Procedures.** Prior to each election, the Board of Directors shall prescribe the opening date and the closing date of a reasonable filing period in which each and every eligible Member who has a bona-fide interest in serving as a director may file as a candidate for any position, and shall provide notice of same to the Members in compliance with Section 209.00593 of the Texas Property Code or any successor statute. The Board of Directors shall also establish such other rules and

regulations as it deems appropriate to conduct the nomination of directors in a fair, efficient and cost-effective manner. Nominations from the floor shall also be permitted.

(b) **Nominating Committee.** Nominations for election to the Board of Directors may also be made by a nominating committee. The nominating committee, if any, shall consist of a Chairperson, who shall be a member of the Board of Directors, and 3 or more Members or representatives of Members. The Board of Directors shall appoint the members of the nominating committee not less than 30 days prior to each annual meeting to serve a term of one year and until their successors are appointed, and such appointment shall be announced at each annual meeting. The nominating committee may make as many nominations for election to the Board of Directors as it shall in its discretion determine. In making the nominations, the nominating committee shall use reasonable efforts to nominate candidates representing the diversity which exists within the pool of potential candidates. Each candidate shall be given a reasonable, uniform opportunity to communicate his or her qualifications to the Members and to solicit votes.

(c) **Election and Term.** At the first annual meeting of members following the adoption of these Bylaws, five new directors shall be elected by the Members, the terms of office of which shall be three (3) years. So as to promote a continuity of leadership, the terms of office will be staggered so that each year the terms of office of only two or one directors will expire. In order to establish staggered terms, at the first annual meeting after the recording of these Bylaws in the Official Public Records of Ellis County, Texas, the two directors receiving the highest number of votes will serve initial terms of three years, the two directors receiving the next highest number of votes will serve initial terms of two years, and the director receiving the next highest number of votes will serve an initial term of one year. Thereafter, their successors will serve three-year terms. A director takes office upon the adjournment of the meeting or balloting at which he is elected or appointed and, absent death, ineligibility, resignation, or removal, will hold office until his or her successor is elected or appointed. The number of directors may be changed by amendment of these Bylaws, but may not be less than three.

(d) **Election Procedures.** Each Owner may cast the entire vote assigned to his or her Lot for each position to be filled. There shall be no cumulative voting. That number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected. Directors may be elected to serve any number of consecutive terms.

(e) **Removal.** Any Director elected by the Members may be removed, with or without cause, by a 51% or greater vote of all outstanding votes entitled to be cast. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be elected by the Members to fill the vacancy for the remainder of the term of such director. Any director who has 3 or more consecutive unexcused absences from the Board of Directors meetings, or who is more than 60 days delinquent (or is the representative of a Member who is delinquent more than 60 days) in the payment of any assessment or other charge due the Association, or who after notice and hearing is held to be in violation of the Declaration, may be removed by a majority of the other directors present at a regular or special

meeting at which a quorum is present, in which event a successor shall be elected by the Members to fill the vacancy for the remainder of the term of such director. In the event of death, disability or resignation of a director, the Board of Directors may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Members shall elect a successor for the remainder of the term.

(f) **Disqualification.** If the Board of Directors is presented with written, documented evidence from a database or other record maintained by a governmental law enforcement authority that a Board of Directors member has been convicted of a felony or crime involving moral turpitude in the preceding twenty (20) years, the Board of Directors member is immediately ineligible to serve on the Board of Directors, automatically considered removed from the Board of Directors, and prohibited from future service on the Board of Directors.

**3.5 Compensation.** Directors shall not receive any compensation from the Association for acting in such capacity. Any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors. Nothing herein shall prohibit the Association from compensating a director, or any entity with which a director is affiliated, for services or supplies furnished to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director's interest was made known to the Board of the Directors prior to entering into such contract and such contract was approved by a majority of the Board of Directors, excluding the interested director, and in accordance with the provisions of, Section 209.0052 of the Texas Property Code or any successor statute.

### **3.6 Meetings of the Board of Directors.**

(a) **Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as a majority of the directors shall determine, but at least 1 such meeting shall be held during each fiscal year. Notice of each regular meeting of the Board of Directors shall be provided to all Members to the extent required by, and in accordance with the provisions of, Section 209.0051 of the Texas Property Code or any successor statute.

(b) **Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President or by any 3 directors. Notice of each special meeting of the Board of Directors shall be provided to all Members to the extent required by, and in accordance with the provisions of, Section 209.0051 of the Texas Property Code or any successor statute.

(c) **Notice of Board Meetings.** When notice of a meeting of the Board of Directors is required hereby or by applicable law, such notice shall be given in accordance with the requirements set forth in Section 209.0051(c) of the Texas Property Code or any successor statute.

(d) **Quorum of Board of Directors.** At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of

business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors, unless otherwise specified in these Bylaws or the Declaration. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

(e) **Open Meetings.** All meetings of the Board of Directors shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any Member may speak. Notwithstanding the above, the President may adjourn any meeting of the Board of Directors and reconvene in closed executive session to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the Association's attorney, matters involving the invasion of privacy of Members, or matters that are to remain confidential at the request of the affected parties and agreement of the Board of Directors, and as otherwise permitted under applicable law. Following an executive session, any decision made in the executive session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual Members, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.

**3.7 Powers of Directors.** The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs and operation of the Association and for the operation and maintenance of the Property as may be required or permitted by the Declaration, these Bylaws, the Certificate of Formation and Texas law. The Association, acting through the Board of Directors, may do any and all things that are lawful and which are necessary, proper, or desirable in operating for the best interests of its Members, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Declaration, the Certificate of Formation or these Bylaws.

**3.8 Duties of Directors.** The powers and duties of the Board of Directors shall include, without limitation:

- (a) levying and collecting such assessments from the Owners, as permitted by the Declaration;
- (b) providing for the operation, care, upkeep and maintenance of the Common Property, Clubhouse and all other real property and facilities whose maintenance is allocated to the Association under the Declaration;
- (c) designating, hiring, and dismissing the personnel necessary to carry out the rights and responsibilities of the Association and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties;



(d) depositing all funds received on behalf of the Association in appropriate bank accounts or in other accounts approved by the Board of Directors, and using such funds to operate the Association; provided, any reserve funds may be deposited, in the Board of Directors' good faith best business judgment, in depositories other than banks;

(e) making, amending and enforcing policies, resolutions, rules and regulations governing the administration and operation of the Association, including but not limited to, policies and procedures regarding the application of payments for assessments, late charges, interest, costs of collection (including, but not limited to, attorneys' fees), fines and any and all other charges received from Owners, as permitted by the Declaration;

(f) opening the bank accounts on behalf of the Association and designating the signatories required;

(g) making or contracting for the making of repairs, additions and improvements to or alterations of the Common Property in accordance with the Declaration and these Bylaws;

(h) enforcing the provisions of the Declaration and any rules or standards developed pursuant to the Declaration, the Certificate of Formation and/or these Bylaws, and bringing any legal proceedings which may be instituted on behalf of or against the Owners concerning the Association; provided, the Association's obligation in this regard shall be conditioned in the manner provided in the Declaration and shall be subject to the right of the Board of Directors to elect not to enforce a particular violation if said enforcement does not serve the best interest of the Association as determined by the Board of Directors in its sole and absolute discretion;

(i) obtaining and carrying insurance as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;

(j) paying the cost of all services rendered to the Association;

(k) keeping books with detailed accounts of the receipts and expenditures of the Association;

(l) taking such actions as contemplated by the Board of Directors in the Declaration, these Bylaws and/or the Certificate of Formation; and

(m) indemnifying a director, officer or committee member, or former director, officer or committee member of the Association or any agent, contractor or management company of the Association to the extent such indemnity is required or permitted under Texas law, the Certificate of Formation or the Declaration.

**3.9 Borrowing.** The Association shall have the power to borrow money for any legal purpose; provided, however, that the Board of Directors shall obtain Member approval in the same manner provided for special assessment as specified in the Declaration if the total amount of such borrowing, together with all other debt incurred within the previous 12 month period,

exceeds or would exceed 10% of the budgeted gross expenses of the Association for that fiscal year.

#### **ARTICLE IV OFFICERS**

**4.1 Officers.** The officers of the Association shall be a President, Vice President, Secretary and Treasurer. The President and Secretary shall be elected from among the members of the Board of Directors; other officers may, but need not be members of the Board of Directors. Any two or more offices may be held by the same person, except for the offices of President and Secretary.

**4.2 Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

**4.3 Term.** The officers of the Association shall be elected annually by the Board of Directors and each shall hold office for 1 year, unless he or she shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

**4.4 Special Appointments.** The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board of Directors may, from time to time, determine.

**4.5 Resignation and Removal.** Any officer may be removed from office, with or without cause, by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**4.6 Vacancies.** A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

**4.7 Powers and Duties.** The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors, including, without limitation, the following:

(a) **President.** The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Board of Directors and the Members and shall see that orders and resolutions of the Board of Directors are carried out.

(b) **Vice President.** The Vice President shall act in place and stead of the President in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Board of Directors.

(c) **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board of Directors.

(d) **Treasurer.** The Treasurer shall receive and deposit, in appropriate bank accounts or in other accounts approved by the Board of Directors, all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; sign all checks of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the Members.

**4.8 Authorized Agents.** Except when the Declaration, these Bylaws or the Certificate of Formation require execution of certain instruments by certain individuals, the Board of Directors may authorize any person to execute instruments on behalf of the Association. In the absence of such Board of Directors' resolution, the President, Secretary and Treasurer are the only persons authorized to execute instruments on behalf of the Association. However, only the President and/or Secretary shall have the authority to sign a mortgage or deed of trust relating to the Common Area.

## **ARTICLE V ASSOCIATION MATTERS**

**5.1 Committees.** The Board of Directors may appoint such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board of Directors may designate by resolution. Each committee shall operate in accordance with the terms of such resolution.

**5.2 Management.** The Board of Directors may employ for the Association a professional management agent or agents at such compensation as the Board of Directors may establish, to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate such powers as are necessary to perform the manager's assigned duties, but shall not delegate policymaking authority. The Board of Directors may delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board of Directors.

**5.3 Right to Contract.** The Association shall have the right to contract with any person or entity for the performance of various duties and functions. This right shall include, without limitation, the right to enter into management, operational or other agreements with other persons or entities; provided, any such agreement shall require approval of the Board of Directors.

**5.4 Accounting Standards.** The following management standards of performance shall be followed unless the Board of Directors by resolution specifically determines otherwise: (a) accrual accounting, as defined by generally accepted accounting principles, shall be employed; (b) accounting and controls should conform to generally accepted accounting principles; (c) cash accounts of the Association shall not be commingled with any other accounts; (d) no remuneration shall be accepted by the managing agent from vendors, independent contractors or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts or otherwise; anything of value received shall benefit the Association; and (e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors.

## **ARTICLE VI ASSESSMENTS**

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessment (and specific assessments if applicable) which are secured by a continuing lien upon the Lot against which the assessment is made. If an assessment is not paid as provided in the Declaration, then the Association shall be entitled to the remedies provided in the Declaration, these Bylaws and the Certificate of Formation.

## **ARTICLE VII AMENDMENTS**

**7.1 Amendment.** These Bylaws may be amended by a majority vote of the Board of Directors or by the affirmative vote of at least 51% of all outstanding votes of the Members entitled to be cast.

**7.3 Validity and Effective Date of Amendments.** Amendments to these Bylaws shall become effective upon the date of its recording in the Official Public Records of Ellis County, Texas, unless a different date is specified in the amendment. Any procedural challenge to an amendment must be made within 3 months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these Bylaws.

## **ARTICLE VIII MISCELLANEOUS**

**8.1 Fiscal Year.** The fiscal year of the Association shall be determined by the Board of Directors. If the Board of Directors fails to adopt a certain fiscal year, then until the Board of Directors adopts a specific fiscal year the fiscal year shall be January 1<sup>st</sup> to December 31<sup>st</sup> of every year, except that the first fiscal year shall begin on the date of incorporation of the Association.

**8.2 Conflicts.** In the event of any conflict between the Certificate of Formation and these Bylaws, the Certificate of Formation shall control; and in the event of any conflict between the Declaration and these Bylaws, the Declaration shall control.

### **8.3 Books and Records.**

(a) **Inspection by Members.** The Board of Directors shall make the books and records of the Association available for inspection and copying by any Member, or the duly appointed representative of any Member, in accordance with the requirements of Section 209.005 of the Texas Property Code or any successor statute.

(b) **Rules of Inspection.** Except to the extent expressly prohibited by applicable law, the Board of Directors may establish reasonable rules with respect to: (i) notice to be given to the custodian of the records; (ii) hours and days of the week when such an inspection may be made; and (iii) payment of the cost of reproducing copies of documents requested.

(c) **Inspection by Directors.** Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical property owned or controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant documents at the expense of the Association.

**8.4 Notices.** Except as otherwise provided in the Declaration or these Bylaws, all notices, demands, bills, statements and other communications under the Declaration or these Bylaws shall be in writing and shall be given personally or by mail. Notices that are mailed shall be deemed to have been duly given 3 days after deposit, unless such mail service can prove receipt at an earlier date. Owners shall maintain one mailing address for a Lot, which address shall be used by the Association for mailing of notices, statements and demands. If an Owner fails to maintain a current mailing address for a Lot with the Association, then the address of that Owner's Lot is deemed to be such Owner's mailing address. If a Lot is owned by more than one person or entity, then notice to one co-owner is deemed notice to all co-owners. Attendance by a Member or director at any meeting shall constitute waiver of notice by the Member or director of the time, place and purpose of the meeting. Written waiver of notice of a meeting, either before or after a meeting, of the Members or directors shall be deemed the equivalent of proper notice.

**8.5 Choice of Law.** These Bylaws will be construed under Texas law.

**8.6 Severability.** Whenever possible, each provision of these Bylaws will be interpreted in a manner as to be effective and valid. Invalidation of any provision of these Bylaws, by judgment or court order, does not affect any other provision which remains in full force and effect.

**8.7 Construction.** To the greatest extent possible, these Bylaws shall be construed to conform to all legal requirements for obtaining and maintaining all tax exemptions available to nonprofit corporations. The effect of a general statement is not limited by the enumerations of specific matters similar to the general. The captions of articles and sections are inserted only for convenience and may not be construed as defining or modifying the text to which they refer. The singular is construed to mean the plural, when applicable, and the use of masculine or neuter pronouns includes the feminine.

8.8 **Waiver.** No restriction, condition, obligation, or covenant contained in these Bylaws may be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

**SECRETARY'S CERTIFICATE**

The undersigned, Joseph Kyle, qualified and acting Secretary of Long Branch Estates, Inc., a Texas nonprofit corporation (the "Association"), hereby certifies on behalf of the Association that these Bylaws of Long Branch Estates, Inc., was adopted at a Board meeting by the Association's Board of Directors on July 26, 2022.

IN WITNESS WHEREOF, the undersigned has executed this certificate as Secretary on behalf of the Association on the 25<sup>th</sup> day of October, 2022.

Joseph Kyle, Secretary

STATE OF TEXAS

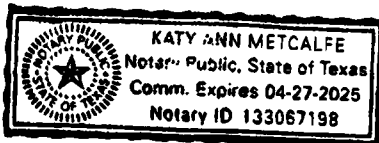
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COUNTY OF ELLIS

This instrument was acknowledged before me on the 25<sup>th</sup> day of October, 2022, by Joseph Kyle Secretary of the Long Branch Estates, Inc., on behalf of said nonprofit corporation.

[Seal]

Katy Ann Metcalfe  
Notary Public Signature



STATE OF TEXAS      COUNTY OF ELLIS  
I hereby certify this instrument was filed on the date  
and time stamped hereon and was duly recorded in  
the records of Ellis County, Texas as stamped hereon.  
COUNTY CLERK, ELLIS COUNTY, TEXAS



Hughes Valdez

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CINDY POLLEY  
ELLIS COUNTY CLERK

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**LONG BRANCH ESTATES**

STATE OF TEXAS

COUNTY OF ELLIS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made by RVG INVESTMENTS, LLC, a Texas limited liability company, (the "Declarant") the owner of the real property located in the extra territorial jurisdiction (the "ETJ") of the City of Midlothian (the "City"), Ellis County (the "County"), Texas, commonly known as LONG BRANCH ESTATES, and more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes (the "Property").

WHEREAS, Declarant desires to hold and from time to time convey the Property or any portions thereof, subject to certain protective covenants, conditions, restrictions, liens and charges hereinafter set forth for the benefit of the present and future owners of the Property; and

WHEREAS immediately following the execution and recording of this Declaration, Declarant intends to develop the Property into a residential community consisting of a minimum of Forty One (41) platted single family residential lots with associated streets, utilities and entryway features (collectively, the "Community"), subject to the terms and restrictions of this Declaration.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS Declarant hereby declares that the Property described in Exhibit "A", including the improvements to be constructed or to be constructed thereon, is hereby subjected to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the following covenants, conditions, restrictions, and easements (the "Restrictions") which are for the purpose of protecting the value and desirability of, and which shall run with the title to, such Property and any portion thereof.

**ARTICLE I  
GENERAL RESTRICTIONS**

The Property and Lots (hereafter defined) hereinafter platted on the Property shall be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions, unless otherwise waived by Declarant in writing.

- 1.1 **Subdividing.** Unless otherwise expressly consented to in writing by Declarant, the Property shall be initially subdivided by a Final Plat into at least Forty One (41) single

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family residential lots (the "Lots"). After the filing of the of the Final Plat, no Lot shall be further divided or subdivided, or an interest therein less than the whole be conveyed by an owner of a Lot without the prior written approval of the Declarant; provided, however, Declarant may convey an easement on all or a portion of a Lot.

- 1.2 **Single Family Residential Use.** Except for the Entryway Lots (hereafter defined) each Lot shall be improved and used solely for single family residential use and improvements constructed on any such Lots shall comply with all Restrictions imposed by this Declaration and the Final Plat (herein so called) creating such Lots. Construction of new buildings only shall be permitted, it being the intent of Declarant to prohibit the moving of any existing building onto any Lot and remodeling or converting same into a dwelling house. No condominium regime may be established on any portion of the Property. No buildings shall be erected, altered, placed, or permitted to remain on any Lot, except as otherwise provided herein, other than one (1) single-family residence per Lot with no more than one (1) guest house and one (1) detached garage, as provided below.

- 1.3 **Restricted Activities or Improvements.** The following activities or improvements are prohibited within the Property except as otherwise expressly provided:

- (a) **Signs.** Displaying any sign of any kind to the public view on any Lot; save and except: (i) one (1) sign of not more than 2 feet by 3 feet in area advertising the property for rent or sale; (ii) signs used by the Developer or by a homebuilder (subject to Developer's prior written approval) to advertise the Lots during development, construction and sales periods; and (iii) political signs advocating the election of one or more political candidates or sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than a reasonable period of time (in no event to exceed sixty (60) days in advance of the election to which they pertain and are removed within fifteen (15) days after the election. All "For Sale," "For Lease," "For Rent," and similar signs and all political signs shall be fastened only to a stake in the ground and extending no more than four (4) feet above the surface of the ground. "Rent-to-Own" signs or signs advertising that a Lot has been foreclosed upon are prohibited. The Declarant shall have the right to remove any sign, billboard, or other advertising structure that does not comply with the above, and in so doing, shall not be subject to any liability for trespass or any other liability in connection with such removal.
- (b) **Parking.** Parking of commercial vehicles or equipment, mobile homes, recreational vehicles, boats and other watercraft, trailers, stored vehicles or inoperable vehicles in places which are not screened from public view; provided, service and delivery vehicles shall be exempt from this provision during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot.
- (c) **Pets.** Raising, breeding or keeping of animals, livestock or poultry of any kind other than generally recognized household pets; except that one horse or cow may be kept per acre (rounded to the nearest acre) of land comprising the Lot; subject to applicable



Laws (as hereinafter defined). Reptiles, goats, sheep, hogs, swine, pigs (including but not limited to pot bellied pigs), monkeys, chickens, ducks, peacocks, pigeons and guinea fowl shall not be deemed to be household pets and are expressly prohibited. No more than a total of four (4) pets will be permitted on each Lot. Pets must be restrained or confined on the homeowner's back lot inside a fenced area or within the house. All such pets will be kept within strict accordance with all local laws and ordinances (including leash laws). All pets must be properly tagged for identification. No pet will be allowed to run at large, and all pets will be kept within enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects and waste at all times. Such enclosed area will be of reasonable design and construction to adequately contain such pets in accordance with the provisions hereof and will be screened so as not to be visible from any other Lots or public streets, roads or alleys. If the Declarant determines in its reasonable opinion and judgment that a pet constitutes a nuisance or inconvenience to the occupants of other Lots, the pet shall be removed upon request of the Declarant. If the pet owner and/or Lot owner fail to honor such request, Declarant may remove the pet on behalf of the owner.

- (d) **Odors.** Permitting any activity that emits foul or obnoxious odors outside the Lot or creates noise or other conditions which tend to disturb the peace or threaten the safety of the occupants of other Lots.
- (e) **Laws.** Permitting any activity, which violates local, state or federal laws or regulations; provided, the Declarant shall have no obligation to take enforcement action in the event of a violation (collectively, the "**Laws**").
- (f) **Noxious or Offensive Activity.** Permitting any noxious or offensive activity, which in the reasonable determination of Declarant tends to cause embarrassment, discomfort, annoyance, or nuisance to occupants of other Lots or Adjacent Properties. No lighting or illumination of any type shall be placed upon a Lot in such a manner as to cause unreasonable glare or illumination on any other Lot, public thoroughfares or any Adjacent Properties.
- (g) **Burning of Trash.** Permitting any outside burning of trash, leaves, debris, or other materials.
- (h) **Noises.** Using or discharging of any radio, stereo type sound system, loudspeaker, horn, whistle, bell or other sound device, unlicensed and/or unregistered go-carts, motorized scooters, off road vehicles, ATV's or motorcycles that are audible to occupants of other Lots or Adjacent Properties, except alarm devices used exclusively for security purposes.
- (i) **Fireworks.** Using and discharging of firecrackers and other fireworks on any Lot or any portion of the Property.
- (j) **Dumping.** Dumping of grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch,

stream, or elsewhere within the Community, except that fertilizers may be applied to landscaping on Lots provide care is taken to minimize runoff.

- (k) **Rubbish, Trash, and Garbage.** Accumulating of rubbish or debris of any kind. Rubbish and debris shall not be placed or permitted to accumulate upon any Lot and no odors shall be permitted to arise therefrom so as to render any Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view, except for the 24 hour period beginning at 8:00 p.m. the day before a scheduled trash pickup and ending at 8:00 p.m. the day of a scheduled trash pickup.
- (l) **Drainage.** Interfering with the established drainage patterns over or under any of the Lots, unless adequate provision is made for proper drainage and approved by the Declarant in writing. No owner of a Lot or any portion of the Property shall by the construction of any improvements on a Lot or any portion of the Property (including, but not limited to the construction of streets, roads, alley, curbs, sidewalks, drainage ditches, or any other structures or improvements) alter, divert or increase the flow or drainage onto, over or across any lands surrounding the Property or any Adjacent Properties without the express written consent of the Declarant. The Declarant hereby reserves for itself for a perpetual easement across, over and under the Property and the Lots for the purpose of remedying at the Lot owner's sole cost and expense any alteration, diversion or increase in water flow across, over, upon and/or under the Adjacent Properties due to improvements constructed on the Property or Lots that have caused a change in drainage and water flow across, over, upon and/or under the Adjacent Properties. No owner shall alter the general grading, slope and drainage plan of a Lot after the Lot has been graded by the Declarant or a homebuilder without (i) written permission of the Declarant, and (ii) any approvals of the applicable City, County and other appropriate agencies having authority to grant such approval, which may be required. Without the express written consent of Declarant, no occupant, person or owner of a Lot may obstruct or rechannel the drainage flows. Septic tanks and drain fields, other than those installed by or with the written consent of the Declarant, are prohibited.
- (m) **Single Family.** Occupying a Lot by more than a single family. A single family shall be defined as any number of persons related by blood, adoption or marriage living with not more than one person who is not so related as a single household unit, or not more than three adults who are no so related living together as a single household unit, and the household employees of either such household unit; provided, nothing herein shall be interpreted to restrict the ability of one or more adults meeting the definition of a single family from residing with any number of persons under the age of 18 over whom such adult has legal custody.
- (n) **Dangerous Conditions.** Introducing any plants, animals, devices or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly,

unpleasant or of a nature as may diminish or destroy the enjoyment of a single residential family community. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Lot, no open fires shall be lighted or permitted except within safe and well-designed fireplaces or well-designed fire pits, or in contained barbecue units while attended and in use for cooking purposes. No vehicle of any size which transports flammable or explosive charge may be kept in the Community at any time, except for the delivery of allowed substances, such as propane.

- (o) **Business Use.** Conducting any business, trade, manufacturing, commercial or similar activity; except an owner or occupant residing on a Lot may conduct business activities within the Lot so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Lot; (ii) the business activity conforms to all zoning requirements for the Property; (iii) the business activity does not involve regular visitation of the Lot by clients, customers, suppliers or other business invitees or door-to-door solicitation of other residents within the Property; and (iv) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents within the Property, as may be determined in the sole discretion of Declarant. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provisions of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (A) such activity is engaged in full or part time, (B) such activity is intended to or does generate a profit, or (C) a license is required. The leasing of a residence shall not apply to any activity conducted by the Declarant, Developer, or a homebuilder with respect to their development, construction and sale of Lots or their use of any Lots during such period of development, construction and sale within the boundaries of the Property.
- (p) **Antennae and Roof Structures.** Erecting, constructing, placing or installing of any television, radio or other electronic towers, serials, antennae, satellite dishes or device of any type for reception or transmission of radio or television broadcasts or other means of communication upon a Lot or upon any improvement thereon, except that this prohibition shall not apply to those antennae specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000 (or any successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time. The Declarant shall be empowered to adopt rules governing the types of antennae that are permissible hereunder and establishing reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennae. To the extent that reception of an acceptable signal would not be impaired or the cost of installation would not be unreasonably increased, an antenna permissible pursuant to rules of the Declarant may only be installed in a side or rear yard location, not visible from the street or neighboring property, and integrated with the dwelling and surrounding landscape. Antennae shall be installed in compliance with all state and local laws and regulations, including zoning, land-use and building regulations.

- (q) **Picketing.** Engaging in any picketing on any Lot, easement, right-of-way within or adjacent to the Property, or parking, storing or driving any vehicle in or adjacent to the Property which bears or displays any signs, slogans, symbols, words or decorations intended to create controversy, invite ridicule or disparagement, or interfere in any way with the exercise of the property rights, occupancy or permitted business activities of any owner, Declarant or homebuilder.
- (r) **Temporary Structures.** Erecting, constructing, placing or installing of any tents, shacks, or other temporary buildings, improvement or structure upon any Lot. Developer and a homebuilder with the approval of the Developer may maintain and occupy a model home, sales office, and construction trailer during the construction period.
- (s) **Mining and Drilling.** Mining, quarrying, drilling, boring, or exploring for or removing water, oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate or earth; provided however, the foregoing Restriction shall not restrict or prohibit pooling or unitization of the mineral estate reserved by Declarant with land other than the Property or the exploration or production of oil, gas and other minerals and/or geothermal energy and geothermal substances and rights and/or underground water by means of wells, shafts or other access ways that are drilled, constructed, or developed, or mines that open on land other than the Property provided that (1) any such wells, shafts or other access ways that are drilled, constructed or developed or mines that open on such other land are not less than two hundred fifty feet (250') from the boundaries of the Property, and (2) such operations in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property. Notwithstanding anything in this Declaration to the contrary, the terms and provisions of this subpart may not be amended at any time, whether before or after the Primary Term (as hereinafter defined) without the express written consent of the Declarant and the record title holder of the owner(s) of such water, oil, gas, or other hydrocarbons or minerals rights.
- (t) **Unightly Articles.** Permitting unsightly articles on any Lot so as to be visible from adjoining property or public or private thoroughfares. Service areas, storage areas, loading areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view from public or private thoroughfares and Adjacent Properties, and no lumber, grass, plant waste, shrub or tree clipping, metals, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Lot except within enclosed structures or appropriately screened from view from public or private thoroughfares and adjacent Lots and Adjacent Properties.
- (u) **Unfinished Structures.** Permitting a structure to remain unfinished for more than such period of time reasonably necessary to complete the structure, considering current construction techniques, market conditions, and typical construction periods for similar improvements in the area.

- (v) **Window Treatment.** Installing aluminum foil, reflective film or similar treatment on windows or glass doors.
  - (w) **Air Conditioning Apparatus and Utility Meters.** Installing or maintaining of air-conditioning apparatus or utility meters on the ground, on a pad or in a window in front of a residence. No air-conditioning apparatus shall be on the ground, on a pad or be attached to a front wall or window of a residence. All utility meters, equipment, air conditioning compressors, air conditioning and heating units and similar items must (to the extent reasonable) be visually screened from the street and adjoining Lots and must be located in areas not visible from the street and adjoining Lots and must be located in areas acceptable to the Developer.
  - (x) **Easement Area.** Damaging or interfering with the installation and maintenance of utilities within easement areas. Within the easements on each Lot, no structures, planting, or material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow within drainage channels, or which may obstruct or retard the flow of water through drainage channels.
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- 1.4 **Repair of Buildings.** All improvements upon any of the Lots shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the owner thereof.
  - 1.5 **Mobile Homes, Travel Trailers and Recreational Vehicles.** No mobile homes shall be parked or placed on any Lot at any time, and no travel trailers or recreational vehicles shall be parked on or near any Lot so as to be visible from adjoining property or public or private thoroughfares for more than seventy-two (72) hours in any calendar month.
  - 1.6 **Maintenance of Lawns and Plantings.** Each owner shall keep all shrubs, trees, grass and plantings of every kind on such Lot cultivated, pruned, mowed, and free of trash and other unsightly material. Owner may install landscape irrigation systems where appropriate for the types of vegetation located on such Lot and shall maintain all such landscape irrigation systems in good working order.
  - 1.7 **Leasing of Residences.** "Leasing", for purposes of this Declaration, is defined as regular, exclusive occupancy of a residence by any person, other than the owner for which the owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity or emolument. Leasing of residences may be only in their entirety; no fraction or portion may be leased. There shall be no subleasing of a residence. No transient tenants may be accommodated in a residence. All leases shall be in writing and shall be for an initial term of no less than thirty (30) days, except with the prior written consent of the Declarant. Notice of any lease, together with such additional information as may be required by the Declarant, shall be given to Declarant by the owner within ten (10) days of execution of the lease. The owner must make available to the lessee copies of this

Declaration and any reasonable rules and regulations adopted by the Declarant regulating leasing and subleases.

- 1.8 **Driveway Culverts.** All driveway culverts must be constructed in accordance with applicable Ellis County Culvert Permit issued by the Department of Centralized Road & Bridge for Ellis County, Texas, or other such department for the County or for the City, which regulates culvert permits. All driveway and related culverts will be maintained in good condition at all times by the owner of the Lot that the driveway services.
- 1.9 **Construction Activities.** Notwithstanding any provision herein to the contrary, this Declaration shall not be constructed so as to unreasonably interfere with or prevent (a) normal construction activities during the construction of improvements by an owner (including Developer and homebuilders) upon any Lot, or (b) any and all activities normally associated with or reasonably convenient to the improvement and development of the Lots by Developer, its successors, and assigns in preparation for the sale of a Lot to a homebuilder or other purchaser. Specifically, no such activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such activities are pursued to completion with reasonable diligence and conform to usual practices in the area.
- 1.10 **Compliance with Provisions of the Restrictions.** Each owner of the Property or a Lot shall comply strictly with the provisions of these Restrictions. Failure to comply with these Restrictions shall constitute a violation of this Declaration, and shall give rise to a cause of action to recover sums due for damages or injunctive release or both and attorney's fees, maintainable by Declarant and/or by another owner of a Lot.
- 1.11 **Excluded Area.**
- (a) **Lot 2, Block A,** as shown on the Final Plat of the Community, is specifically excluded from this Declaration of Covenants, Conditions and Restrictions of Long Branch Estates.
- (b) **Lot 6, Block A,** as shown on the Final Plat of the Community, is specifically excluded from Sections 2.6 and 2.19 of this Declaration of Covenants, Conditions and Restrictions of Long Branch Estates solely as it relates to the existing barn structure and existing fencing around the barn structure. Specific Covenants, Conditions and Restrictions may be imposed on this Lot 6, Block A in the deed of conveyance to the Grantee. Where these specific Covenants, Conditions and Restrictions are different from the general provisions set forth in this original Declaration of Covenants, Conditions and Restrictions of Long Branch Estates, these specific Covenants, Conditions and Restrictions set forth in the deed of conveyance will prevail over the general provisions of this Declaration. When the specific Covenants, Conditions and

Restrictions are not in conflict with or replace the general provisions, the general provisions will remain in effect.

## **ARTICLE II BUILDING REQUIREMENTS AND RESTRICTIONS**

2.1 **Entryway Features.** Prior to occupancy of any residence on the Property or any portion of the Property or a Lot within the Community, Developer, at its sole cost and expense, shall develop, install and complete an entryway at the main entrance to the Community off of Long Branch Road, which entryway features shall include entry monuments (the '**Entryway Features**') substantially similar to the entryway features located at McAlpin Manor in Midlothian, Ellis County, Texas, or such other Entryway Features as may be mutually agreed to by Declarant and Developer. Developer will maintain the Entryway Features in good condition and repair; provided, however, Declarant may assign such responsibility to any homeowner's association hereafter established by Developer; whereupon it shall be the responsibility of such homeowner's association to maintain, repair, and replace such Entryway Features. Developer shall install the Entryway Features on one or more platted lots (the "**Entryway Lots**").

2.2 **Masonry Requirements.** All exterior walls, exclusive of openings and trim, on any residence shall be at least 80% masonry. Brick, stone, and stucco shall be deemed to be masonry; however, brick veneer, stone veneer, wood veneer, Hardiboard, fiber cement, and similar cementitious materials shall not meet the masonry requirements of this Restriction. The front external wall area of the first floor, except windows and doors, of such building shall not be less than one hundred percent (100%) of such materials, unless otherwise approved by the Developer. In calculating the area required to be constructed of the foregoing materials on the side and rear exterior walls, but not the front exterior walls, of such buildings, the areas covered by the following shall be excluded from such calculation: gables, or other areas above the height of top of standard height first-floor windows. No plywood shall be used on any exterior wall.

2.3 **Minimum House Size.** Unless otherwise waived by Declarant in writing:

- (a) The single family residential dwellings on Lots 1, 3 - 12, Block A; Lots 1-7, and 11, Block B; Lots 1-8, Block C, within the Property shall each have a minimum heated and cooled floor area of 2,500 square feet (exclusive of open porches, garages, patios, and detached buildings); and
- (b) The single family residential dwellings on Lots 13-18, Block A; Lots 8-10, Block B; Lots 9-12, Block C, within the Property shall each have a minimum heated and cooled floor area of 2,800 square feet (exclusive of open porches, garages, patios, and detached buildings).

2.4 **Roofing Materials and Roof Pitch.** All roofing material shall be at minimum 30 year or better composition shingles; however, metal seamed, man-made slate, concrete flat tile, or other roofing materials shall be permitted when approved by the Developer in writing. Roof pitches will be a minimum of eight twelfths (8/12<sup>th</sup>) or greater over the main span in front roof spans, and the

rear pitch on a one and one half ( 1 ½) story or rear porches can be reduced to four twelfths (4/12<sup>th</sup>) or greater.

2.5 **Garages.** Each residence on a Lot shall have a minimum of one 2-car garage. No garage may be converted to a living area unless a substituted 2-car garage is constructed prior to the conversion of the current garage. If a garage is detached, it must be made of materials aesthetically compatible with materials used on the exterior of the main residence. The garage door of any house or residence must open on the side or at the rear of the house. On corner lots, no side entry garage may open to the side street.

2.6 **Fences and Retaining Walls.**

- (a) **Fencing and Walls.** Rear yards may be fenced or walled to a maximum height of eight (8') feet with wood (spruce or cedar specie only) privacy fencing, wrought iron, or a combination of wood and stone column fencing. Wood fences shall be trimmed with a two-tier assemblage and a 2" x 6" wood cap at top of fence. Wood fence structures, pickets and trim shall be stained in a medium brown hue with all fence components and stained finish being maintained by the owner of the Lot. All wood fenced structures shall be composed of 2" x 4" pressure and insect treated wood rails, or cedar rails, supported by galvanized metal posts embedded into a concrete footing support. Wood privacy fencing which faces directly onto the street or runs parallel to a street shall be constructed so that the posts and stringers do not face the street. Chain link or wire fences are prohibited within the Property. Shadow fencing is permitted. Fencing erected by Developer or a homebuilder, shall be maintained by each Lot owner in its originally constructed state or otherwise replaced by the owner of the Lot. Retaining walls must be constructed entirely out of materials approved by the Developer. No fences in the front of a residence will be permitted. Fences or walls erected by Developer or homebuilder shall become the property of the owner of the Lot on which the same are erected and, as such, shall be maintained, repaired and replaced by such owner. No portion of any fence or wall shall extend more than eight (8) feet in height, except for the entryway walls located on Entryway Lots constructed by Developer.

2.7 **Landscaping.** Minimum requirements for landscaping front yards and side yards shall be: (1) grass extending to the front and side property lines in all exposed areas, and/or as far into the street right-of-way as practicable; and (2) the minimum number of shrubs and/or trees required by the City or County for single family homes. Rear yard, to the extent visible from adjacent Lots or public streets, shall have grass, mulch, bark or other acceptable groundcover which prevents soil erosion and is aesthetically pleasing. Landscaping shall be installed no later than 30 days following completion of construction or issuance of a certificate of occupancy by a governmental entity, as applicable.

2.8 **Structure Height.** No residential structure shall exceed 35 feet in height unless otherwise approved in writing by the Developer. Any accessory structure that has a square footage equal to or greater than 10% of the heated and cooled floor area of main residential structure (exclusive of open porches, garages, patios, and detached buildings) shall be comparable in architecture and



color as the main residential structure and must be approved by the Developer in writing prior to placement.

2.9 **Structure Width.** All residential structures shall be a minimum of 65 feet in width unless otherwise approved in writing by the Developer.

2.10 **Driveways.** Driveways on any Lot shall be surfaced with concrete.

2.11 **Sewage.** All Lots shall have sewage systems that meet all Federal, State, County and City standards, including EPA standard, and the Restrictions set forth in this Declaration.

2.12 **Propane Tanks.** All propane tanks must be below ground.

2.13 **Swimming Pools.** No above ground swimming pools will be permitted.

2.14 **Exterior Items.** Installation of all types of exterior items and surfaces such as address numbers or external ornamentation, lights, mail chutes, mail boxes, exterior paint or stain, shall be subject to the proper approval of the Declarant, both as to design, materials, and location.

2.15 **Mailboxes.** Mailbox structures shall be constructed of masonry material to match the residence and shall be for established curbside mail delivery. Mailbox structures shall (i) be designed and constructed in accordance with guidelines established by the Declarant or any architectural control committee established by Declarant, and (ii) comply with any applicable guidelines and/or requirements of the City, County and/or United States Postal Service.

2.16 **Commencement of Construction.** Each residence constructed on each Lot and any other improvements thereto shall be commenced and completed with due diligence promptly after approval of the Developer of the plans and specifications prepared in connection with such construction. No time limit is imposed upon the start of construction, but once construction begins, improvements must be completed within one and one-half (1 ½) years.

2.17 **Underground Utility Lines.** Except as to special street lighting or other aerial facilities which may be required by the City of County, or which may be required by the franchise of any utility company, no aerial utility facilities of any type (except meters, riser, service pedestals, transformers, and other surface installations necessary to maintain, or operate appropriate underground facilities) shall be erected or installed upon the Property whether upon individual Lots, easements, streets, or right-of-way of any type, whether by the utility company or any other person or entity and all utility service facilities (including, but not limited to, water, sewer, gas, electricity, and telephone) shall be buried underground unless otherwise required by public utility.

2.18 **Additional Drainage Requirements.** In addition to the Restriction set forth in Section 1.3(1) above, a final grading will be required which shows a positive drainage and responsible water flow away from the main structure adjoining Lots and the Adjacent Properties. Each owner of a Lot shall be responsible for insuring their drainage is channeled to the street or normal drainage areas.

2.19 **Other Building Structures.** No shop(s), storage building(s), greenhouse(s), gazebo(s), and/or other building(s) (including storage of lawn equipment), may be placed on a Lot except within a backyard in an area fenced/screened from view of other Lots, streets or any Adjacent Properties. Except as otherwise set forth below, these structures cannot be placed anywhere on the side yards and such structures must be approved by the Developer in writing prior to any placement. Any accessory structure that extends two (2) feet or more above the fence line or any accessory structure that has a square footage equal to or greater than 10% of the heated and cooled floor area of the main residential structure (exclusive of open porches, garages, patios, and detached buildings) shall be comparable in architecture and color as the main residential structure and must be approved by the Developer in writing prior to placement.

2.20 **Building Materials.** No building materials of any kind shall be placed or stored upon the Property or a Lot until the owner thereof is ready to commence construction of improvements, and then such material shall be placed within the property lines of the Lot upon which the improvements are to be erected.

### **ARTICLE III EASEMENTS**

3.1 **Reserved Easements.** All dedications, limitations, restrictions and reservations now or hereinafter shown on the Final Plat with respect to any Lot, are incorporated herein by reference and made a part of this Declaration for all purposes, as if fully set forth herein, and shall be constructed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying a Lot. Declarant reserves the right to make changes in and additions to the said easements and rights-of-way for the purpose of most efficiently and economically developing all of the Lots. Further, Declarant reserves the right, without the necessity of the joinder of any owners or other person or entity, to grant, dedicate, reserve or otherwise create, at any time or from time to time, rights-of-way and easements for public utility purposes (including without limitation, gas, water, sewer, cable television, electricity, telephone, and drainage), in favor of any person or entity, along and on either or both sides of any Lot line and on the rear of any Lot, which said easement shall have a maximum width of 5.0 feet on each side of such Lot line and 15.0 feet at the rear of such Lot.

3.2 **Installation and Maintenance.** There is hereby created an easement upon, across, and over and under all of the easement areas affecting the Lots for ingress and egress in connection with installing, replacing, repairing, and maintaining all underground utilities, including, but not limited to, water, sewer, gas, cable television, telephones, electricity and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines or other utility facilities or appurtenances thereto, across and under the Lots, within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any Improvement. The utility companies furnishing service shall have the right to remove all trees situated within the utility easements shown on the Final Plat, and to trim overhanging trees and shrubs located on portions of the Lots abutting such easements.

3.3 **Surface Areas.** Each owner shall maintain the surface area of all easements located within this Lot and all improvements located therein except for such improvements for which a public authority or utility company is responsible. The surface of the easement areas for underground utility services may be used for planting of shrubbery, trees, lawns or flowers. However, neither the Declarant nor any supplier of any utility or service using any easement area shall be liable to any owner for any damage done by them or either of them, or their respective agents, employees, servants, or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such easement area.

## ARTICLE IV MISCELLANEOUS

4.1 **Term.** This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until December 31, 2067 (the "Primary Term"), unless amended as herein provided. After the Primary Term, this Declaration, including all such covenants, conditions and restrictions, shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed in accordance with the provisions of Section 4.2.

4.2 **Amendment.** This Declaration may be amended by the recording in the Ellis County Official Public Records of an instrument executed and acknowledged by the owners of at least 67% of the Lots; provided, however no amendment to this Declaration shall be effecting during the Primary Term which modifies, alters, reduces or eliminates the Restrictions set forth in this Declaration without the express written consent of the Declarant and its expressly permitted assignees. Nothing contained in this Section 4.2 is intended to prohibit the amendment or supplementation of this Declaration which add more restrictive or additional or different covenants and conditions, or which otherwise authorize the formation of an architectural review committee, a homeowner's association, or the promulgation of rules and regulations related to the Property, the Lots and the Community; provided, such amendment(s) or supplementation(s) to this Declaration do not modify, alter, reduce, eliminate, or affect those matters set forth above of this Section 4.2.

4.3 **No Warranty of Enforceability.** Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.

4.4 **Interpretation.** The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Lots and of promoting and effectuating the fundamental concepts of the Lots set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

4.5 **Assignment by Declarant.** Notwithstanding any provision in this Declaration to the contrary, Declarant and any Successor Declarant may assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder.

4.6 **Enforcement and Nonwaiver.**

(a) **Right of Enforcement.** Except as otherwise provided herein, any owner of a Lot at his or her own expense and/or Declarant and/or Successor Declarant shall have the right to enforce all of the provisions of these Restrictions. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision.

(b) **Nonwaiver.** The failure to enforce any provision of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

4.7 **Construction.**

(a) **Restrictions Severable.** The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

(b) **Singular Includes Plural.** Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine or neuter.

(c) **Captions.** All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections or articles hereof.

*The remainder of this page left intentionally blank.*

*Signature page follows.*

IN WITNESS WHEREOF, the parties have executed this Agreement to become effective as of the 26 day of June, 2017.

Declarant:

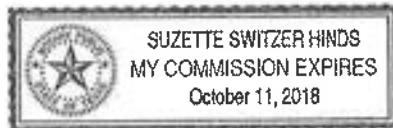
RVG Investments, LLC,  
a Texas limited liability company

By: Robert V. Glass  
Robert V. Glass,  
President

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was subscribed, sworn to and acknowledged before me on the 26 day of JUNE, 2017, by Robert V. Glass, President of RVG Investments, LLC, a Texas limited liability company, on behalf of said entity.



[Signature]  
Notary Public

After Recording, Return To:

RVG Investments, LLC  
3924 Marquette Street  
Dallas, TX 75225

EXHIBIT "A"

FIELD NOTES

57.815 Acres

BEING all of that certain lot, tract or parcel of land situated in the A.R. Newton Survey, ABSTRACT 810, in Ellis County, Texas, and including a portion of a called 31.766 acres tract conveyed to Billy A. Dillard and wife, Betty J. Dillard by deed recorded in Volume 560, Page 824, Deed Records, Ellis County, Texas (DRECT), and including all of a called 1.7483 acres tract conveyed to Billy A. Dillard and wife, Betty J. Dillard by deed recorded in Volume 1841, Page 1892, Official Public Records, Ellis County, Texas (OPRECT), and including the residual of a called 25.6 acres tract described by deed recorded in Volume 821, Page 163, DRECT, the aforesaid tracts being contiguous and herein described as one tract, and being more particularly described as follows:

BEGINNING at a point in the center of Long Branch Road (a county road) for the northwest corner of said 31.766 acres tract, and being the same for this tract, and being in the west line of said A.R. Newton Survey, and from which point a 1/2" steel rod found for witness bears: S 89°15'59" W, 19.79 feet, with the bearing basis for this description from GPS observation, Texas Co-Ordinate System, North Central Zone, with a beginning co-ordinate of: Northing = 6859062.189, Easting = 2459417.527;

THENCE North 89°15'59" East (Deed – East, 2257.48') along the north line of said 31.766 acres tract and this tract, at approximately 19.79 feet passing a 1/2" steel rod found for witness, and being the southwest corner of a called 15.596 acres tract described by deed recorded in Volume 1567, Page 1175, OPRECT, at approximately 2069.43 feet passing the northeast corner of said 31.766 acres tract and the northwest corner of the aforesaid 1.7483 acres tract, and continuing a total distance of 2085.33 feet to a 1/2" steel rod found for the northeast corner of said 1.7483 acres tract, and being the same for this tract, and also being the northwest corner of Lot 6R in Block A of Huntington Estates, and addition in Ellis County according to the plat thereof as recorded in Cabinet F, Slide 364, Plat Records, Ellis County, Texas (PRECT);

THENCE South 01°51'07" West, 212.33 feet (Deed - S 04°28'43" W, 213.26') along an east line of said 1.7483 acres tract and this tract, and along the west line of said Huntington Estates addition to a 1/2" steel rod set for corner;

THENCE South 19°39'44" West, 398.45 feet (Deed-S 20°39'52" W 398.45') along a southeast line of the 1.7483 acres tract and this tract, and along a northwest line of said Huntington Estates to a 1/2" steel rod set for corner;

THENCE South 03°03'46" West, 411.80 feet (Deed-S 04°03'54" W 411.80') along an east line of the 1.7483 acres tract and this tract, and along a west line of said Huntington Estates to a 1/2" steel rod set for corner;

THENCE South 38°13'33" West, 32.82 feet (Deed-S 39°13'41" W 32.82') along a southeast line of the 1.7483 acres tract and this tract, and along a northwest line of said Huntington Estates to a 1/2" steel rod set for the south corner of said 1.7483 acres tract, and also being the southeast corner of the aforesaid 31.766 acres tract, and being in the northeast line of the aforesaid 25.6 acres tract;

THENCE through said 25.6 acres tract along the easterly lines of this tract and along the westerly lines of said Huntington Addition, and along the lines of Long Branch Creek the following courses and distances:

S 44°48'33" W, 58.14' to a point for corner; S 05°10'05" E, 80.63' to a point for corner; S 54°17'05" E, 40.54' to a point for corner; S 76°38'53" E, 144.51' to a point for corner; S 82°37'35" E, 118.18' to a point for corner; S 18°50'06" E, 7.52' to a point for corner; and S 04°30'34" E, at approximately 54.21' passing the southwest corner of Huntington Estates, and continuing a total distance of 91.16' to a point for the southeast corner of said 25.6 acres tract, and being the same for this tract, and being in the centerline of Spring Branch Road (a county road), and being in the north line of the Hugh McDaniel addition, an addition in Ellis County, Texas, according to the plat thereof recorded in Cabinet A, Slide 403, PRECT;

THENCE South 89°23'08" West, 2146.98' (Deed – West) along the south line of said 25.6 acres tract and this tract, and along the north line of said Hugh McDaniel addition to a 5/8" steel rod found for the southwest corner of said 25.6 acres tract, and being the same for this tract, and being the northwest corner of said Hugh McDaniel addition, and being at the intersection of the centerlines of Spring Branch Road and Long Branch Road, and being in the west line of said A.R. Newton Survey;

THENCE North 00°56'45" West (25.6 Ac. Deed – North) along the west line of said 25.6 acres tract and this tract, and along Long Branch Road, at approximately 659.89 feet passing the northwest corner of said 25.6 acres tract and the southwest corner of the aforesaid 31.766 acres tract, and continuing a total distance of 944.90 feet to a 1/2" steel rod set for a northwest corner of this tract;

THENCE into the aforesaid 31.766 acres tract as follows:

N 89°04'01" E, 401.62 feet to a 1/2" steel rod set for corner;

N 00°54'43" W, 216.40 feet to a 1/2" steel rod set for corner;

S 89°14'30" W, 401.75 feet to a 1/2" steel rod set for corner in the west line of the aforesaid 31.766 acres tract;

THENCE North 00°56'45" West, 150.18 feet along the west line of said 31.766 acres tract to the POINT OF BEGINNING and containing approximately 57.815 acres of land.

$$\frac{82}{15} \textcircled{1}$$

FIRST AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

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Page 1

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holding legal title to a Lot) by filing an instrument to that effect in the Real Property Records of Ellis County, Texas. At the point in time that Developer no longer owns any Lots, control may be delivered to the Members through a written instrument of Developer. At such time as Developer cedes control of the Association to the Members, or at such earlier time as Developer may choose, Developer shall also deed to the Association title to the Common Properties. Notwithstanding anything to the contrary contained herein, it is expressly acknowledged and understood that, in the event that Developer transfers, sells, or assigns all of the Lots owned by Developer to an affiliated or related entity of Developer, the rights of the Developer set forth herein shall automatically and simultaneously transfer to such related or affiliated entity at the time of such conveyance so that there is no lapse in ownership or rights of the Developer.

- 5.3 Membership and Voting. (a) Subject to Section 5.2 above, every person or entity who is an owner of a Lot ("**Owner**") shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest in a Lot merely as security, unless such persons or entities acquire title to a Lot through judicial or non-judicial foreclosure, or deed in lieu of foreclosure. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of such Lot shall be the sole qualification for membership. When more than one person holds a membership interest in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

(b) Upon acquiring a Lot, the Owner thereof shall promptly notify the Association, in writing, of the Owner's name, physical address (not just a post office box), telephone number, and the identity of the Lot acquired.

- 5.4 Suspension of Voting Rights. All voting rights of a Member may be suspended by the Association during any period in which such Member is delinquent in the payment of any duly established assessment or is otherwise in default and/or violation of these Restrictions, the Association's Bylaws, or other rules and regulations of the Association ("**Rules and Regulations**").
- 5.5 Registration with the Association. In order that Developer and the Association can properly determine voting rights and acquaint every Lot Owner and every Member with these Restrictions and the day-to-day matters within the Association's jurisdiction, each Member shall have an affirmative duty and obligation to provide, within fifteen (15) days of becoming an Owner, and thereafter revise and update, within fifteen (15) days after a material change has occurred, contact and related information for each occupant of the Residence to the Association, as may be required by the Association from time to time.
- 5.6 Management by the Elected Board. The affairs of the Subdivision shall be administered by the Association. The Association shall have the right, power and obligation to provide for the management, acquisition, construction, maintenance, repair, replacement, administration, and operation of the Subdivision as herein provided for and

as provided for in the Bylaws and Rules and Regulations. The business and affairs of the Association shall be managed by its initial or subsequently elected board of directors ("**Board**"). The Developer shall determine the number of Directors and appoint, dismiss and reappoint all of the members of the Board until the first election of Directors by the Members of the Association is held in accordance with the bylaws of the Association ("**Bylaws**"), this Declaration, and Texas law. The appointed Board may engage the Developer or any entity, whether or not affiliated with Developer, to perform the day-to-day functions of the Association and to provide for the maintenance, repair, replacement, administration and operation of the Subdivision. The Association, acting through the Board, shall be entitled to enter into such contracts and agreements concerning the Subdivision as the Board deems reasonably necessary or appropriate to maintain and operate the Subdivision in accordance with the Declaration, including without limitation, the right to grant utility and other easements for uses the Board shall deem appropriate and the right to enter into agreements with adjoining or nearby land owners or governmental entities on matters of maintenance, trash pick-up, repair, administration, security, traffic, operation of recreational facilities, or other matters of mutual interest.

- 5.7 Professional Management. The Developer, the Association, or Board shall have the authority to retain, hire, employ or contract with such professional management companies or personnel as the Board deems appropriate to perform the day to day functions of the Association and to provide for the construction, maintenance, repair, landscaping, administration and operation of the Subdivision as provided for herein and as provided for in the Bylaws.
- 5.8 Board Actions in Good Faith. Any action, inaction or omission by the Board made or taken in good faith shall not subject the Board or any individual member of the Board to any liability to the Association, its Members or any other party.
- 5.9 Inspection of Records. The Members of the Association shall have the right to inspect the books and records of the Association in accordance with Section 2.23B of the Texas Non-Profit Corporation Act, as it exists upon the date of recording of this Declaration or as it may thereafter be amended. All such inspections shall be made at the offices of the Association and made during normal business hours unless as otherwise agreed solely by the Association.

#### ARTICLE VI

##### MAINTENANCE BY AND OTHER ACTIVITIES OF ASSOCIATION

- 6.1 Board Powers and Duties. (a) The Board shall have the right, power and duty to provide, and shall pay out on behalf of the Association, from the assessments provided for herein, the following:
  - (1) Maintenance, care, preservation, and repair of the common areas owned by the Association ("**Common Properties**") and the furnishing and upkeep of any desired personal property for use in the Common Properties;

- (2) Any private trash and garbage collection service provided by the Association;
- (3) Taxes, insurance and utilities (including, without limitation, electricity, gas, water and sewer charges) which pertain to the Common Properties only;
- (4) Any security arrangements;
- (5) The services of a person or firm (including Developer and any affiliates of Developer) to manage the Association or a 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 a manager designed by the Board;
- (6) Legal and accounting services; and
- (7) Any other materials, supplies, furniture, labor, service, maintenance, repairs, structural alteration, taxes or assessments which the Board is required to obtain or pay for pursuant to the terms of this Declaration 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.

(b) Without limiting Section 7.1 above, the Board shall have the following additional rights, powers and duties:

- 6.2 Right of Entry for Maintenance of Common Properties. Developer, the Association, or any of their authorized representatives, shall have the right to enter upon and across any and all Lots for the maintenance of the Common Properties. Developer, the Association, and any authorized representative thereof shall not be guilty of trespass because of entry onto a Lot for the purposes provided herein.
- 6.3 Right of Entry to Cure Violations of the Declarations. If the Association intends to cure an Owner's violation of the Restrictions, the Association shall have a right of entry across the Owner's Lot for purposes of curing the violation. [FOR EXAMPLE ONLY: If an Owner dumps rubbish and debris on the Owner's Lot and refuses to remove it after notice, the Association may enter upon the Lot, remove the rubbish, and charge the cost to the Owner.]
- 6.4 Developer Reimbursement. Out of pocket expenses incurred by Developer on behalf of the Association shall be reimbursed by the Association to Developer upon request. Without limiting the generality of the foregoing, the assessments levied by the Association may be used to reimburse Developer for all out of pocket costs and expenses incurred by Developer in organizing and conducting affairs on behalf of the Association, including, but not limited to, organizational costs of the Association, creation and modification of the Declaration and any amendments thereto, legal and accounting fees, and other costs.

- 6.5 Rules and Regulations. The Rules and Regulations, as promulgated and amended by the Board from time to time, are incorporated into this Declaration by this reference. A copy of the Rules and Regulations will be furnished to any Owner upon request. The Rules and Regulations may, at the discretion of Developer or the Board, be incorporated into and made a part of the design guidelines promulgated by the Association.

## **ARTICLE VII**

### **COVENANT FOR ASSESSMENT**

7.1 Creation of the Lien and Personal Obligation of Assessment.

(a) Each Owner of any Lot and each purchaser of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be obligated to pay to the Association regular assessments and special assessments as provided for in this Declaration, and subject to the enforcement of payment of the assessments and the lien of the Association as hereinafter provided. Such assessments shall be fixed, established, and collected from time to time as provided by the Association. The regular and special assessments, together with any interest thereon and costs of collection thereof, including reasonable attorney's fees, shall be a charge upon the Lot and a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with any interest and costs of collection thereof, including reasonable attorney's fees, shall also be a personal obligation of the Owner of the Lot.

(b) The following Property, being otherwise subject to this Declaration, shall be exempt from all assessments, charges, and liens created herein:

(i) All Property dedicated to and accepted by any public authority and devoted to public use;

(ii) All Common Properties; and

(iii) All property exempt from such assessments and charges by the laws of the State of Texas.

7.2 Purpose of Assessments.

(a) The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Property, including the enforcement of the Declaration, for the maintenance and repair of any capital improvements owned or controlled by the Association, establishing and maintaining repair and replacement reserves as determined by Developer or the Association, and any other purpose reasonable, necessary, or incidental to such purposes as determined by the Association.

(b) The Association shall not be obligated to spend all monies collected in a year, and

may carry forward, as surplus, any balances remaining. The Association shall not be obligated to apply such surplus to the reduction of the amount of the assessments in any later year, but may carry forward a surplus as the Board deems desirable for the greater financial security of the Association.

- 7.3 Regular Assessments. The regular assessments of the Lots shall be based upon the cash requirements, as the Association and/or Board (or the Developer so long as the Developer owns at least one (1) Lot) shall from time to time determine, necessary to provide for the payment of all estimated expenses arising out of or connected with the purposes described above. The regular assessments may be due monthly, quarterly, or annually, as determined by the Association and/or Board from time to time. Regular assessments shall begin to accrue for each Owner (other than Developer or any developer of the Lots) upon such Owner taking legal possession of a Lot. Each Owner will pay a pro-rata proportion of regular assessments based on the number of Lots each Owner owns in the Property.
- 7.4 Special Assessments. The Association and/or Board (or the Developer so long as the Developer owns at least one (1) Lot) may levy, in addition to the regular assessments, one or more special assessments in any calendar year applicable to all Owners other than Developer, for the purpose of defraying in whole or in part the costs of construction, reconstruction, repair or replacement of a capital improvement, including necessary fixtures and personal property related thereto, or for such other lawful purposes related to the use, maintenance and repair of the Property as the Association and/or Board may determine.
- 7.5 Capitalization of Association – Payment.
- (a) Each Owner (other than Developer) of a Lot with a completed Dwelling thereon will pay a contribution to the Association (the “**Initial Contribution**”), which amount shall be due immediately upon the transfer of title to the Lot. Upon the purchase/resale of a Lot with a completed dwelling from Developer or another Builder or an occupying owner, the Initial Contribution initially shall be initially set by the Association. This fee will be charged each and every time the lot/home is sold (if the Association is in existence). This fee can be adjusted up to ten percent (10%) per year by the Board, at the Board’s sole discretion; provided, however, any yearly increase which would exceed ten percent (10%) of the amount of the previous year will require approval of sixty-seven percent (67%) or greater of all outstanding votes of the Members entitled to be cast.
- (b) Notwithstanding the foregoing provision, the following transfers will not be subject to the requirement to pay the Initial Contribution: (i) foreclosure of a deed of trust lien, tax lien, or the Association’s assessment lien; (ii) transfer to, from, or by the Association; or (iii) voluntary transfer by an Owner to one or more co-owners, or to the Owner’s spouse, child or parent. In the event of any dispute regarding the application of the Initial Contribution to a particular Owner, the Board’s determination regarding application of the exemption will be binding and conclusive without regard to any contrary interpretation of this Section 8.5. The Initial Contribution will be in addition to, not in lieu of, any other assessments or other charges levied in accordance with this

Article 8 and will not be considered an advance payment of such assessments. The Association will have the power to waive the payment of any Initial Contribution attributable to a Lot by the execution and recordation in the Public Records of a waiver notice executed by a majority of the Board.

- 7.6 The Effect of Non-Payment of Assessments: Remedies of the Association. Each Owner shall be obligated to pay to the Association the assessments provided for herein, and each shall be subject to the enforcement of the assessments in the manner herein specified. In the event the Association employs attorneys for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner against whom collection or enforcement or other action is taken shall pay reasonable attorney's fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against said Owner. In the event of a default by an Owner in payment of any such assessment when due, the assessment shall be deemed delinquent, and in addition to any other remedies herein or by law provided, the Association may enforce each such obligation against the Owner in any manner provided by law or in equity, specifically including:

(a) Enforcement by Suit. The Association may cause a suit at law to be commenced and maintained in the name of the Association against an Owner to enforce each such assessment obligation. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon at the highest legal rate from the date of delinquency, plus court cost, and reasonable attorney's fees and shall be a lien against the Owner's Lot.

(b) Enforcement by Lien. There is, to the full extent permitted by law, hereby created and granted a lien, with power of sale, on each Lot to secure payment to the Association of any and all assessments levied against all Owners of such Lots under these Restrictions and all damages owed by any Owner to the Association, however incurred, together with interest thereon at the highest legal rate from the date of delinquency, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorney's fees. At any time after the occurrence of any default in payment of any such assessment, the Association, or any authorized representative, shall deliver to the defaulting Owner, on behalf of the Association, notice of such default as required under Chapter 209 of the Texas Property Code, as amended. The demand shall state the date and the amount of the delinquency and any other information that is required to be sent by such notice of default under Chapter 209 of the Texas Property Code, as amended. Each default shall constitute a separate basis for a demand or claim of lien, but any number of defaults may be included within a single demand or claim of lien. If such delinquency is not paid after delivery of such demand, the Board may elect to file a notice of lien on behalf of the Association against Lot owned by the defaulting Owner. Thereafter, such lien may be foreclosed upon in accordance with Texas Property Code Section 209 and/or Texas Property Code 51.002, each as amended. Such a claim of lien shall be executed and acknowledged by any officer of the Association, and shall contain substantially the following information:

- (1) The name of the delinquent Owner;
- (2) The legal description and if applicable, street address of the Lot against which the claim of lien is made;
- (3) The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs, and reasonable attorney's fees; and
- (4) That the claim of the lien is made by the Association pursuant to the Restrictions. Notwithstanding the foregoing, it is expressly intended that the lien herein described shall immediately attach and become effective in favor of the Association as a lien upon any Lot against which an assessment is levied regardless of whether any demand is made or claim of lien filed. Such a lien shall have priority over all liens or claims created subsequent to the recordation of the claim of lien thereof, except only tax liens for real property taxes on any Lot, assessments in favor of any municipal or other governmental assessing unit, and the liens which are specifically described in section 8.6(b)(5) below. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a deed of trust or other contracted lien with power of sale as set forth by the laws of the State of Texas, as the same maybe changed or amended. The lien provided for herein shall be in favor of the Association and all other Lot Owners. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage, and convey any Lot. In the event such foreclosure is by action in court, reasonable attorney's fees, court costs, title search fees, interest, and all other costs and expenses shall be allowed to the extent permitted by law. Each Owner, by becoming an Owner of a Lot, hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner.
- (5) Subordination of the Lien to Mortgages. The lien described herein shall be subordinate to any first lien deed of trust on the Property or a Lot which was recorded before the delinquent assessment became due and owing.

7.7 Association's Right to Bid Credit. At any foreclosure, judicial or non-judicial, the Association shall be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorneys' fees, and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed. From and after any such foreclosure, the occupants of such Lot shall be required to pay a reasonable rent for the use of such Lot and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure shall be entitled to the appointment of a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of such Lot by forcible detainer without further notice.

- 7.8 Common Areas Exempt. All Common Properties and any common areas of any other association designated on any recorded plat of the Community or Property, and all portions of the Property owned by or otherwise dedicated to any political subdivision, shall be exempted from the assessments and lien created herein.
- 7.9 Property of Developer Exempt. All property owned by Developer is exempt from the assessments and liens created herein. Developer shall have the right to assign this exemption to any transferee in bulk of the Lots owned by Developer in connection with any transfer of Lots in bulk.

**ARTICLE VIII**  
**ADMINISTRATION AND MANAGEMENT**

- 8.1 Governing Documents. The administration of the Property shall be governed by these Restrictions, the Bylaws, and any design guidelines or Rules and Regulations of the Association, as promulgated and published from time to time.
- 8.2 Evidence of Compliance with Declaration. Records of Developer or the Association with respect to compliance with this Declaration kept in the ordinary course of business shall be conclusive evidence as to all matters shown by such records. A certificate of completion and compliance issued by Developer or the secretary of the Association stating that the Improvements to a Lot were made in accordance with this Declaration, or a certificate as to any matters relating to this Declaration issued by Developer or the secretary of the Association, shall be conclusive evidence as to all matters shown by such certificate.
- 8.3 Association Insurance. The Association shall maintain property insurance, comprehensive public liability insurance, and errors and omissions insurance on behalf of the directors, officers, managers and employees of the Association and the Association may assess the Owners for the cost of insurance maintained by the Association.
- 8.4 Personal Property for Common Use. The Association may acquire and hold property, tangible and intangible, real and personal, in the name of the Association, for the use and benefit of all Owners and may dispose of the same by sale or otherwise, as the Association determines in its sole discretion.

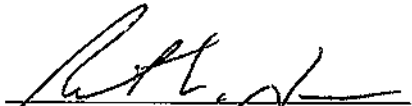
[END OF ADDITIONS TO THE DECLARATION]

**2. Unless specifically amended herein, all other provisions of the Declaration shall continue in full force and effect.**

Executed on March 29, 2018 by RVG Investments, LLC, and consented to and acknowledged by the parties whose signatures follow.



RVG Investments, LLC

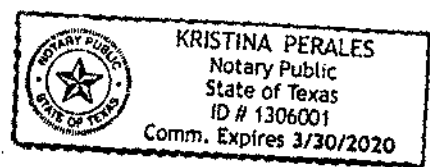
By:   
Robert V. Glass, President


THE STATE OF TEXAS

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§

COUNTY OF ELLIS

This instrument was acknowledged before me on March 29, 2018, by Robert V. Glass, President of RVG Investments, LLC, a Texas limited liability company, on behalf of said entity and in the capacity therein stated.



  
Notary Public, State of Texas

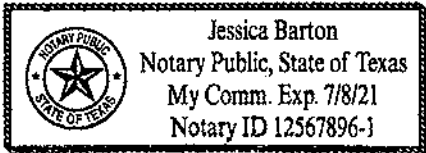
ACKNOWLEDGED BY THE FOLLOWING LOT OWNERS, WHO  
COLLECTIVELY OWN AT LEAST 67% OF LOTS IN THE COMMUNITY:

Nexxus Homes, Inc.

By: [Signature]  
Name: Sohrab Eilani  
Title: Vice President

THE STATE OF TEXAS                   §  
   §  
COUNTY OF ELLIS                   §

This instrument was acknowledged before me on April 13, 2018, by  
Sohrab Eilani, Vice President of Nexxus Homes, Inc., on behalf of  
said entity and in the capacity therein stated, an owner of the property described above.



[Signature]  
Notary Public, State of Texas

Olson Custom Homes, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS                   §  
   §  
COUNTY OF ELLIS                   §

This instrument was acknowledged before me on \_\_\_\_\_, 2018, by  
\_\_\_\_\_, \_\_\_\_\_ of Olson Custom Homes, Inc., on behalf of  
said entity and in the capacity therein stated, an owner of the property described above.

\_\_\_\_\_  
Notary Public, State of Texas

**ACKNOWLEDGED BY THE FOLLOWING LOT OWNERS, WHO  
COLLECTIVELY OWN AT LEAST 67% OF LOTS IN THE COMMUNITY:**

Nexxus Homes, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS                   §  
   §  
COUNTY OF ELLIS                   §

This instrument was acknowledged before me on \_\_\_\_\_, 2018, by  
\_\_\_\_\_, \_\_\_\_\_ of Nexxus Homes, Inc., on behalf of  
said entity and in the capacity therein stated, an owner of the property described above.

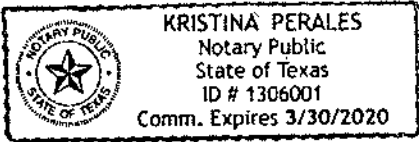
\_\_\_\_\_  
Notary Public, State of Texas

Olson Custom Homes, Inc.

By: Roger Olson  
Name: Roger Olson  
Title: President

THE STATE OF TEXAS                   §  
   §  
COUNTY OF ELLIS                   §

This instrument was acknowledged before me on April 5, 2018, by  
Roger Olson, President of Olson Custom Homes, Inc., on behalf of  
said entity and in the capacity therein stated, an owner of the property described above.



Kristina Perales  
Notary Public, State of Texas

Ellis County Properties, LLC

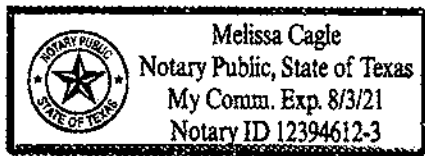
By: [Signature]  
Name: James Heaton  
Title: VP

THE STATE OF TEXAS

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§

COUNTY OF ELLIS

This instrument was acknowledged before me on April 9, 2018, by James Heaton, VP of Ellis County Properties, LLC, on behalf of said entity and in the capacity therein stated, an owner of the property described above.



[Signature]  
Notary Public, State of Texas

Mystic Oak Homes, Inc.

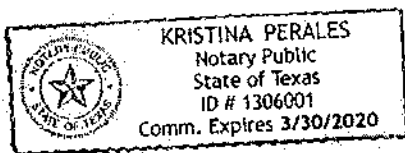
By: [Signature]  
Name: Kristina Peralles  
Title: owner

THE STATE OF TEXAS

§  
§  
§

COUNTY OF ELLIS

This instrument was acknowledged before me on March 23, 2018, by Kristina Peralles, owner of Mystic Oak Homes, Inc., on behalf of said entity and in the capacity therein stated, an owner of the property described above.



[Signature]  
Notary Public, State of Texas

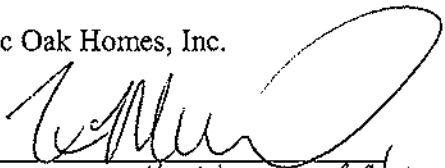
Ellis County Properties, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS                   §  
   §  
COUNTY OF ELLIS                   §

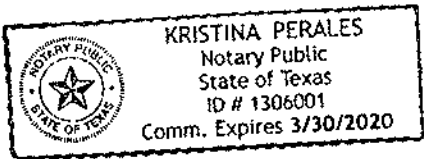
This instrument was acknowledged before me on \_\_\_\_\_, 2018, by \_\_\_\_\_, \_\_\_\_\_ of Ellis County Properties, LLC, on behalf of said entity and in the capacity therein stated, an owner of the property described above.

\_\_\_\_\_  
Notary Public, State of Texas

Mystic Oak Homes, Inc.  
By:   
Name: Kevin McCloud  
Title: owner

THE STATE OF TEXAS                   §  
   §  
COUNTY OF ELLIS                   §

This instrument was acknowledged before me on March 23, 2018, by Kevin McCloud, owner of Mystic Oak Homes, Inc., on behalf of said entity and in the capacity therein stated, an owner of the property described above.



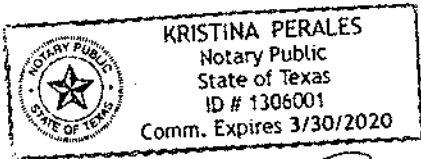
  
Notary Public, State of Texas

Caleb McEachern, LLC

By: Caleb McEachern  
Name: Caleb McEachern  
Title: Owner - Builder Manager

THE STATE OF TEXAS                   §  
   §  
COUNTY OF ELLIS                   §

This instrument was acknowledged before me on March 20, 2018, by Caleb McEachern, Manager of Caleb McEachern, LLC, on behalf of said entity and in the capacity therein stated, an owner of the property described above.

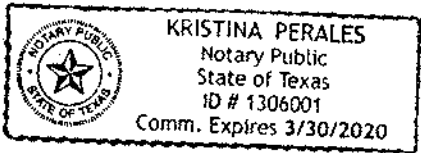


Kristina Perales  
Notary Public, State of Texas

Angela L. Smith  
Angela L. Smith

THE STATE OF TEXAS                   §  
   §  
COUNTY OF ELLIS                   §

This instrument was acknowledged before me on April 5, 2018, by Angela L. Smith, an owner of the property described above.



Kristina Perales  
Notary Public, State of Texas

TST

1810667

1810667

Any provision herein which restricts the sale, rental, or use of this described real property because of color or race is invalid and unenforceable under federal law  
STATE OF TEXAS, COUNTY OF ELLIS  
I hereby certify this Instrument was filed on the date and time stamped herein and was duly recorded in the volume and page of the OFFICIAL PUBLIC RECORDS of Ellis County Texas and stamped hereon



*Cindy Polkey*  
COUNTY CLERK ELLIS COUNTY, TEXAS

FILED FOR RECORD - ELLIS COUNTY, TX  
INST NO. 1810667  
on Apr 17, 2018 at 02:17:00 PM