

STATE OF TEXAS §
 § **KNOWN ALL MEN BY THESE PRESENTS**
COUNTY OF HILL §

WITNESSETH:

NOW, THEREFORE, in consideration of the premises, and pursuant to the authority of the Bylaws, the Tract Owners in the Subdivision, acting by and through the Association, hereby adopt, affirm, and ratify the following amended and restated covenants, conditions, restrictions, easements, charges and liens for the Subdivision and declare that the Subdivision shall be developed, improved, held, used, sold, and conveyed in accordance with and subject to the following easement, restrictions, reservations, dedications, covenants, conditions, and stipulations, all of which are hereby adopted for and placed upon the Subdivision, and which shall run with the

Tracts in the Subdivision and be binding on all parties, now and at any time hereafter, having or claiming any right, title, or interest in the Subdivision or any part thereof, their heirs, executors, administrators, successors, and assigns, regardless of the source of or the manner in which any such right, title, or interest is or may be acquired, and all of which shall inure to the benefit of each Owner and his invitees:

ARTICLE I **DEFINITIONS**

1.01 Architectural Control Committee or ACC. “Architectural Control Committee” or “ACC” shall mean the Developer until the Control Transfer Date and thereafter a committee initially appointed by the Developer pursuant to these Restrictions to review and approve plans for the construction of Improvements as more specifically provided by Section 4.02 hereof. Board appointment shall mean property owners only, not developer board.

1.02 Annual Assessment. “Annual Assessment” means the amount set forth in Section 6.02 hereof.

1.03 Assessment. “Assessment” means the Annual Assessment, Special Assessments or other charges, interest, penalties and fees authorized by these Restrictions together with the cost and expense incurred in collecting Assessments, including, but not limited to court costs and attorney’s fees.

1.04 Association. “Association” means and refers to The Ranches at Bobcat Ridge Property Owners’ Association, Inc. and its successors and assigns.

1.05 Board of Directors. “Board of Directors” means and refers to the Board of Directors of The Ranches at Bobcat Ridge Property Owners’ Association, Inc.

1.06 Bylaws. “Bylaws” mean the Bylaws of the Association as from time to time amended.

1.07 Certificate of Formation. “Certificate of Formation” shall mean the Certificate of Formation of The Ranches at Bobcat Ridge Property Owners’ Association, Inc., and any amendments thereto, which have been or will be filed in the office of the Secretary of State of the State of Texas.

1.08 Common Area. “Common Area” means the portions of the Subdivision, including any applicable easements, owned by the Association for the common use and enjoyment of the Members including, but not limited to, easements shown on the plat and/or defined herein, the entrance, roads (until accepted by Hill County, Texas), together with such other property as the Association may acquire in the future for the common use and enjoyment of the Members.

1.09 Common Area Expense. “Common Area Expense” means all expenses necessary to maintain, replace, repair and expand the Common Area as well as all necessary expense to operate the Association including, but not limited to, casualty and liability insurance, directors and

officers liability insurance and all other reasonable and necessary expenses of the Association. Additionally, Common Area Expense shall include (a) mowing of the Common Areas (b) Common Area maintenance and replacement of landscaping, (c) road maintenance and repair, and (d) as well as such other expense and capital enhancements as may be determined by the Board of Directors to promote the safety, health, recreation and welfare of the Members and maintain the Subdivision in an attractive manner.

1.10 Control Transfer Date. The “Control Transfer Date” shall mean September 8, 2019.

1.11 Developer. “Developer” means and refers to The Ranches at Bobcat Ridge, LLC, a Delaware Limited Liability Company, its successors and assigns.

1.12 Improvement. “Improvement” means every structure and all appurtenances of every type and kind, including but not limited to buildings, outbuildings, patios, storage buildings, barns, garages, decks, stairs, retaining walls, screening walls, fences, landscaping art or statuary, poles, signs, exterior air conditioning units, exterior water softener fixtures or equipment, pumps, wells, tanks, reservoirs, pipes, utilities, lines, meters, antennas, towers, satellite dishes or any other sound or data receivers or transmitters . The term “Improvement” excludes the interior of each residence, guest quarters, barn or other approved building and the ACC shall have no authority to approve or disapprove improvements made to the interior of such buildings where the exterior of the building is not affected by the interior improvement.

1.13 Member. “Member” means and refers to every current Owner of a Lot.

1.14 Notice. Whenever any “notice” is required by these Restrictions, such notices shall be in writing and shall be deemed received when actually received, or five days after the deposit of such notice in the United States mail, postage prepaid and addressed to the last known address of an Owner appearing on the books of the Association, whether or not such notice is actually received. It shall be the duty of each Owner to keep the Association apprised of its current address.

1.15 Owner. “Owner” means and refers to the record owner, whether one or more persons or entities, of the fee-simple title to any Lot(s) but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure. Said term "Owner" shall also refer to the heirs, successors, and assigns of any Owner.

1.16 Plans or Specifications. “Plans” or “Specifications” means any and all drawings and documents describing the construction or erection of any Improvement, including, but not limited to, those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, fencing plans, elevation drawings, floor plans, specifications concerning building products and construction techniques, samples of exterior colors and materials, plans for utility services, and all other documentation or information relevant to the construction or installation of any Improvement.

1.17 Plat. “Plat” means and refers to the plat of The Ranches at Bobcat Ridge Subdivision recorded in Slide 332a in the Map and Plat Records of Hill County, Texas.

1.18 Road. Road or roads means property or any road located within the Subdivision which has been dedicated for the purpose of ingress and egress through the Subdivision for the benefit of the property Owners. NOTICE IS HEREBY GIVEN THAT THE STREETS, ROADS AND ROAD RIGHTS OF WAY INSIDE THE SUBDIVISION ARE AT THIS TIME TO BE MAINTAINED BY THE ASSOCIATION. IT IS ANTICIPATED THAT WITHIN ONE YEAR HILL COUNTY WILL ACCEPT THE ROADS AND THEY WILL BE PUBLIC. THE STREETS, ROADS AND ROAD RIGHTS OF WAY SHALL BE PART OF THE COMMON AREA TO BE MAINTAINED BY THE ASSOCIATION UNTIL HILL COUNTY ACCEPTS THE ROADS.

1.19 Recreational Vehicle or RV. Recreational Vehicle is defined in Section 3.08 hereof.

1.20 Special Assessment. "Special Assessment" shall have the meaning given to that term in Section 6.03 hereof.

1.21 Subdivision. "Subdivision" means The Ranches at Bobcat Ridge Subdivision as shown on the Plat.

1.22 Tract or Lot. "Tract" or "Lot" means the 55 individual tracts of land or lots identified on the Plat, or any amendments thereto.

1.23 Vote of Members. "Vote of Members" means the affirmative vote of two thirds (2/3) of the Members entitled to vote who are present at a meeting of Members, either in person or by written proxy. In accordance with Section 5.04, only one Member is entitled to vote for each Tract and only one vote shall be counted for each Tract even though a Tract may have several Owners.

ARTICLE II

RESERVATIONS, EXCEPTIONS AND DEDICATIONS

2.01 Property Subject to Restrictions. The Subdivision, including all the individual Tracts, are subject to these Restrictions which shall run with the land and be binding on all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof. As of the date of these Restrictions there are some existing residences built in the Subdivision. Any building restriction contained herein shall not apply to these existing improvements, and any variance that exists shall have been deemed accepted by the ACC.

2.02 25' Utility, Road & Drainage Easement. The Subdivision and each Tract shall be subject to the easements reserved herein and in favor of the Association, the Tract Owners and the utility companies. A utility, road and drainage easement measuring twenty-five feet (25') in width is reserved along the front of each Tract. A building and utility easement measuring twenty feet (20') in width and centered on the common boundary line that any Tract in the Subdivision shares with another Tract is reserved. A building line and utility easement ten feet (10') in width is reserved along all rear lot lines of each lot unless the Lot is on the perimeter boundary lines of the Subdivision and these lots will have a utility and building easement of fifteen feet (15') in width.

The utility, road and drainage easements shall be used for the construction, maintenance and repair of utilities and drainage, including but not limited to, electrical systems, telephone, cable, water, gas, and any other utilities which the Association or utility providers may install for the benefit of the Tract Owners. All utility, road and drainage easements in the Subdivision may also be used for the construction of drainage facilities in order to provide for improved surface drainage of the Tracts. Any utility company serving the Subdivision shall have the right to enter upon any utility, road and drainage easement for the purpose of installing, repairing, and maintaining their respective facilities. Neither the Association nor any utility company, political subdivision or other authorized entity using the easements herein reserved shall be liable for any damages done by them or their assigns, agents or employees to fences, shrubbery, trees and lawns or any other property of the Tract Owners located within the easements.

2.03 Construction of Improvements on Utility, Road And Drainage Easements. No buildings or walls shall be located over, under, upon or across any portion of any utility, road and drainage easement. The Owner of each Tract shall have the right to construct, keep and maintain concrete drives, landscaping, fences and similar improvements across any utility, road and drainage easement, and shall be entitled to cross such easements at all times for purposes of gaining access to and from such Tracts, provided, however, any concrete drive, landscaping, fencing or similar improvement placed upon any utility, road and drainage easement shall be constructed, maintained and used at the Owner's risk and each Tract Owner shall be responsible for repairing any damage caused by the utility providers to Improvements constructed within the easements located on his Tract.

2.04 Drainage Easement. A drainage easement exists along creeks, sloughs, ravines, draws, gullies, or other natural and/or developer manmade drainage pathways. The width of said drainage easement is that required to carry the flow of water during a rain event and/or run off from a rain event. No construction of the buildings, outbuildings, sheds, corrals, or other manmade structures, blockage, filling or alternations of said natural or manmade drainage pathways will be allowed. No obstruction of the flow of water shall occur without the written approval of the Architectural Control Committee, (ACC). In no case shall the impoundment or alternation of drainage pathways adversely affect the adjacent lots or properties.

ARTICLE III

USE RESTRICTIONS FOR TRACTS

3.01 Single Family. Except as specifically set forth in these Restrictions, all Tracts shall be used for single-family residential purposes only. Except as expressly permitted herein, only one single-family residence for each Tract is permitted.

3.02 Minimum Square Footage. Every single-family dwelling shall contain at least four hundred fifty (450) square feet of living area, excluding porches, garages, and storage areas.

3.03 Guest Quarters. One guest quarters may be built upon each Tract provided the guest or servant quarters is no more than half the size of the finished square footage of the main house.

3.04 Barns, Workshops, Garages & Storage Buildings. Two (2) permanent metal, rock, wood and/or hardiplank barn, workshop, garage or storage building shall be allowed per Tract. Detailed plans and specifications for barn, workshops, garages, and storage buildings must be submitted to the ACC in order to be considered for approval. Such structures must be located behind the main dwelling site and may be constructed on the Tracts prior to the main dwelling being constructed or occupied. No portable storage buildings shall be allowed. All barns, workshops, garages, and storage buildings must be approved by the the ACC. Additional barns, workshops, garages, and storage buildings exceeding the limitations herein may be constructed if approved by the ACC.

3.05 Barns as Temporary Living Space. Guest quarters located inside of a barn which is constructed on the Property shall be allowed so long as the guest quarters are not used as a permanent residence. Guest quarters shall not be rented for income. Such guest quarters may be used as the Owner's temporary residence during the construction of the main dwelling or as a "weekend getaway" for such Owner prior to the construction of the residence.

3.06 No Mobile Homes. No mobile homes are permitted to be located on any Tract except as permitted by Section 3.08 hereof.

3.07 Temporary Structures & Use of RVs. No structure of a temporary character, whether trailer, motor home, recreational vehicle, tent, basement, shack, garage, barn or other outbuilding shall be maintained or used on any Tract at any time as a residence, either temporarily or permanently, except as provided below. No Tract shall be used as a camping ground.

Prior to the construction of a residence on a Tract, an Owner may use a recreational vehicle camper or motor home (Recreation Vehicle or "RV") for camping purposes no more than seven (7) days out of any thirty (30) day period and no more than sixty (60) days per year. TEMPORARY CAMPING OR USING ANY TYPE OF RECREATIONAL VEHICLE, WILL NO LONGER BE PERMITTED, ONCE FIFTY PERCENT (50%) OR MORE OF THE LOTS IN THE SUBDIVISION HAVE RESIDENCES BUILT ON THEM. With written approval from the ACC, an RV may be used as a temporary residence during construction, not to exceed eighteen (18) months, provided an approved septic system has been installed for the RV and the RV is placed at the rear of the construction site.

Temporary structures, including a business office, portable restroom facilities, or construction storage facilities may be located on a Tract while the main residence for a Tract is actively under construction, provided that such are removed upon substantial completion of construction and are not located on a Tract for longer than the time allowed for construction of a main residence pursuant to Section 3.11 hereunder.

3.08 Storage of Trailers, RVs and Boats. All trailers, RVs, trucks (other than pickups with a rated capacity of one (1) ton or less), boats, personal water-craft, tractors, wagons, buses, motorcycles, motor scooters, all-terrain vehicles, golf carts and other recreational vehicles, lawn or garden equipment, farm or ranch equipment, construction equipment and other similar items shall be stored behind primary residence.

3.09 Construction Sites. All construction sites shall have sufficient portable restroom facilities or other adequate restroom facilities as determined by the Architectural Control Committee. Construction Sites shall be kept neat and clean at all times and comply with such construction site guidelines as may be established by the Architectural Control Committee from time to time.

3.10 Construction Time. Any construction of any Improvement shall be completed, as to the exterior, within eighteen (18) months from the construction commencement date.

3.11 Construction Materials. All Improvements must use construction materials such as wood, rock, brick, hardiplank, metal, or stucco. The use of aluminum siding or vinyl siding is prohibited. The Architectural Control Committee may authorize the use of other materials on a case by case basis. Barns, workshops, garages, and storage buildings may be constructed of metal or materials listed above.

3.12 Roofing Materials. Only the following roofing materials may be used for the main residence, guest quarters, and garages attached to the residence: slate, stone, concrete tile, clay tile, or other tile of ceramic nature, metal or composition shingles with a thirty (30) year or more warranty. Colors of roofing material are subject to the approval of the Architectural Control Committee approval. The Architectural Control Committee shall have the authority and sole discretion to approve other roof treatments and materials which are harmonious with the surrounding homes and the Subdivision as a whole. The materials and colors of Roofs on all other structures must be approved by the Architectural Control Committee. Owners may install roof shingles that are wind and hail resistant, energy efficient or solar generating, if the quality and appearance are comparable to the subdivision standard. All such materials will need approval from the Architectural Control Committee.

3.13 Color. All exterior color schemes for Improvements are subject to the prior written approval of the Architectural Control Committee.

3.14 Masonry. Any residence shall be constructed from at least fifty-one percent (51%) masonry, natural wood, hardiplank or glass materials. Masonry materials includes masonry veneer, stucco, brick, rock and all other materials commonly referred to in the Hill County, Texas, area as masonry, and specifically excludes any synthetic material. The requirement of at least fifty-one percent (51%) masonry, natural wood, hardiplank or glass materials does not apply to any residence who utilizes metal siding so long as such residence has rock wainscoat or approved landscaping beginning at the bottom of the building and extending three feet (3') upward on the front of the residence.

3.15 Propane Fuel Storage. Propane fuel storage for residential use may be located on the Tracts and may be placed above ground or below ground. The exact location and quantity of said fuel storage tanks are subject to written approval of the Architectural Control Committee. All above ground tanks, pumps, vent pipes and other equipment must be concealed or attractively screened.

3.16 Consolidated Building Site. Any Owner of one or more adjoining Tracts may, with

the prior written approval of the Board of Directors and with the approval of the Hill County Commissioners Court, if required, consolidate two or more Tracts into one Tract or building site, in which case the common boundary line between any combined Tract shall be eliminated and the setback lines shall be measured from the remaining exterior boundary lines. Any portion of any building line, utility, road and drainage easement located within the common boundary lines of any combined Tract shall be eliminated if such easements are not being used at the time any Tracts are combined. No Tract shall be deemed to be combined with another Tract until such time as an appropriate re-plat of the combined Tracts is filed with the Hill County Plat Records and all necessary approvals have been obtained. Any Tracts which are combined as provided above shall be assessed as one Tract for Assessment purposes.

3.17 Setback Lines. Except for fencing, light posts, driveways, walkways and landscaping, no improvements shall be located nearer than fifty (50') feet from the property line of any Tract that abuts a road or ten (10') feet on the sides and rear of the property, except for the Lots that are located on the perimeter of the subdivision will have a fifteen (15') foot wide utility and building easement along the rear easement of the property. Any exterior lighting, including but not limited to light post, must be approved by the Architectural Control Committee. The Architectural Control Committee has the sole discretion to reject any exterior lighting, as it is the intent of these restrictions that exterior lighting be installed so that there is down lighting. If Owner fences more than one acre surrounding its main dwelling site, then in order to maintain a uniform appearance of fences along the roads, all fencing along the road must be located at the interior edge of the twenty-five foot (25') utility, road and drainage easement. The Architectural Control Committee may waive or alter any setback line, if in the Architectural Control Committee's sole discretion, such waiver or alteration is necessary to permit effective utilization of a Tract due solely to drainage or land contour related concerns.

3.18 Maintenance. The Owner shall keep its Improvements in good condition and repair at all times and ensure that all Improvements are adequately painted and otherwise maintained by the Owner.

3.19 Alteration or Removal of Improvements. No exterior Improvements shall be altered, modified, or removed without the prior written approval of the Architectural Control Committee. Improvements may be repainted the same color without approval of the Architectural Control Committee.

3.20 Walls and Fences. Walls, fences and light posts, if any, must be approved prior to Construction by the Architectural Control Committee and must be constructed of new material, and unless otherwise permitted by the Architectural Control Committee, constructed of masonry, wrought iron, wood, metal, pipe, or ranch fencing with t-posts. Wood fences must be constructed in a low profile, open view, style with horizontal rails. Fence heights shall not exceed five feet (5'). Chain link fencing is prohibited, except if used as a dog run and only if such fencing is not visible from any road. If pipe fencing is used, such fences must have a minimum of one (1) horizontal pipe along the front of the Lot and otherwise conform with the Architectural Control Committee's specifications. The Subdivision's perimeter fencing is an individual Owner's responsibility. Any modifications or replacements must be approved by the the ACC. The perimeter fencing cannot be removed.

3.21 Driveways. All driveways must be shown on the plans submitted to the Architectural Control Committee, completed no later than thirty (30) days after the completion of the main residence and approved by the Architectural Control Committee prior to construction.

3.22 Prohibited Activities and Nuisance. No activity shall be conducted on any Tract which is not related to the occupation of a Tract for single family residential purposes, unless said activity meets the following criteria: (a) no exterior sign of the activity is present, (b) no additional traffic is created as a result of the activity, and (c) no toxic substances (as determined at the sole discretion of the Association) are stored on the Tract. Nothing herein shall prohibit the use of home offices in compliance with the preceding subsections (a), (b) and (c). This restriction is waived in regard to the customary sales activities required to sell homes in the Subdivision. No activity which constitutes a nuisance or annoyance shall occur on any Tract. The Association shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance. All exterior lighting must be approved by the the ACC. The ACC has the sole discretion to reject any exterior lighting, as it is the intent of these restrictions that exterior lighting be installed so that there is down lighting.

3.23 Garbage and Trash Disposal. No Tract shall be used to maintain as a dumping ground for rubbish, landscape trimmings, or other debris. All Tracts shall be kept in a neat and orderly condition. No refrigerators, freezers, washing machines, dryers, furniture, tools, toys, or other such items shall be stored outside of a building on any Tract. No junk of any kind or character shall be kept on any Tract. Trash, garbage, landscape trimmings, or other debris shall not be allowed to accumulate on any Tract. Any such items shall be kept in sanitary containers and shall be disposed of regularly in accordance with all applicable laws, rules and regulations. All equipment for the storage or disposal of trash and other debris shall be kept in a clean and sanitary condition. Except on established garbage collection days and in connection solely with that collection process, all trash containers shall be removed from the Road. Controlled burn piles are permitted in accordance with applicable laws, rules, and regulations of the State of Texas and Hill County, Texas.

3.24 Unregistered or Junked Motor Vehicles Prohibited. No Tract shall be used as a depository for abandoned, junked or unregistered motor vehicles, boats, airplanes, trailers or other similar items.

3.25 Signs. No signs, advertising, billboards or advertising structure of any kind may be erected or maintained on any Tract without the consent in writing of the Architectural Control Committee. Political signs for a political candidate or ballot item for election, as set forth in the Texas Property Code §202.009, may be displayed on a Lot but can only be displayed on or after the 90th day before the date of the election to which the sign relates and must be removed 11 days after the election. The sign must be ground mounted, 2'x 3' in size and an Owner may only display one sign for each candidate or ballot item.

3.26 Animal Husbandry. Domestic livestock and exotic animals shall be allowed on all Tracts, so long as such animals do not exceed one (1) animal for every one (1) fenced acre and do not become a nuisance or threat to other Owners. The Association shall have the sole discretion in determining if any animal is a nuisance and make regulations on banning such animal. Pigs and

hogs are not allowed on any Tract, unless it is an approved FFA or 4-H animal. Chickens, turkeys and other birds shall only be allowed so long as such birds are kept in a coup and do not exceed twenty (20) birds per Tract. Regardless of lot size, coups must be preapproved by the ACC in writing to ensure they are screened from view. All animals being raised by the individual Tract Owners must be kept in a fenced area on the Owner's Tract. No overgrazing is permitted on any portion of the Tract as determined by the sole discretion of the Association. Dogs, cats or other common household pets may be kept on a Tract. Dogs will not be permitted to run loose in the Subdivision and must be kept on a leash when not fenced in on an Owner's Tract. Dogs and cats must be vaccinated for rabies and other diseases required by applicable laws, rules, and regulations and shall be licensed or registered as may be required by applicable laws, rules, and regulations. No feedlots for any type shall be permitted.

3.27 Mineral Development. No Owner shall be allowed to permit on their own behalf, commercial drilling, mineral development operations, mineral refining, quarrying, mining or water operation of any kind in, on or under any Tract owned by such Owner. Developments of water sources for an individual Owner's use, including the construction of windmills for individual water extraction are permitted provided that advance written approval of the Architectural Control Committee is obtained.

3.28 Drainage. Natural established drainage patterns for drainage will not be impaired by any Tract Owner. Driveway culverts must be installed and shall be of sufficient size to afford proper drainage of ditches without allowing water to pool, back up or be diverted from its natural course. Drainage culvert installation is subject to the inspection and approval of the Architectural Control Committee and shall comply with any applicable governmental rules and regulations. All water retainage structures (ponds, dams and other facilities) not already existing within the Subdivision must be reviewed and approved by the Architectural Control Committee prior to construction and must comply with all governmental rules and regulations.

3.29 Subdividing. No Tract may be subdivided into smaller tracts.

3.30 Maintenance and Landscaping of Lots. It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly, or unkempt condition of buildings or grounds on such Tract which would tend to substantially decrease the beauty and safety of the neighborhood as a whole or the specific area. All Tracts, including Tracts without any Improvements, must be mowed, at a minimum, biannually to limit pest infestation and to reduce fire hazards. While the timing of the minimum biannual mowing may vary in a given year, the general expectation is once in late spring and once in early fall.

3.31 Firearms. The discharge of firearms in the Subdivision is prohibited, unless said use is for the protection of person or property.

3.32 Water Wells. Water wells may be drilled for residential, agricultural or irrigation purposes. All water well locations must be approved by the Architectural Control Committee and must have a permit from the Prairielands Groundwater Conservation District if required. All water wells must meet state and local requirements for the size and placement. A well house may be constructed around the well head using any of the building materials set forth in Section 3.05;

however, any well house will not count toward the building count limit in Section 3.05. Detailed plans and specifications of any well house must be submitted to the ACC in order to be considered for approval. Any well house must be approved by the the ACC.

3.33 Pre-Existing Improvements. Notwithstanding anything contained in these Restrictions, the pre-existing improvements consisting of barns located on Lots 22 and 23 shall be deemed in compliance with these Restrictions for all purposes.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

4.01 Basic Control & Applications.

- (a) No Improvements of any character shall be erected or placed, or the erection or placing thereof commenced, or changes made to the exterior design or appearance of any Improvement, without first obtaining the Architectural Control Committee's approval. No demolition or destruction of any Improvement by voluntary action shall be made without first obtaining the Architectural Control Committee's approval.
- (b) Each application made to the Architectural Control Committee for approval, shall contain an application in the form specified by the Architectural Control Committee, two sets of professionally drawn Plans and Specifications for all proposed Improvements, showing the location of all Improvements in the Tract, and any applicable fees or deposits together with such other reasonable necessary information as the Architectural Control Committee shall request.

4.02 Architectural Control Committee.

- (a) All ACC authority was initially vested in the Developer. The ACC authority of the Developer ceased on the Control Transfer Date.

4.03 Effect of Inaction. All approvals or disapprovals issued by the ACC shall be in writing. In the event the ACC fails to approve or disapprove any request received by it in compliance with Article IV within thirty (30) days following the submission of a completed application and full compliance with the declarations set out herein, such request shall be deemed approved and the construction of any Improvements may commence in accordance with the Plans and Specifications submitted for approval. Any ACC approval obtained as a result of inaction by the ACC shall not authorize the construction of any Improvement in violation of these Restrictions.

4.04 Effect of Approval. The granting of an ACC approval (whether in writing or by lapse of time) shall constitute only an expression of opinion by the ACC that the proposed Improvement to be erected complies with these Restrictions; and such approval shall not prevent the Association from requiring removal of any Improvement which fails to comply with these Restrictions. Further, no ACC member shall incur any liability by reason of the good faith exercise of the authority granted hereunder.

4.05 Variance. The ACC may on a case by case basis, authorize variances from the requirements of the Restrictions if, in the reasonable opinion of the ACC, the Restrictions unreasonably restrain the development of a Tract in accordance with the general scheme of the Subdivision. All variances shall be in writing and signed by by the ACC, then it must be signed by at least two (2) members of the ACC. No violation of these Restrictions shall be deemed to have occurred with respect to any matter for which a variance is granted. The granting of such a variance shall not operate to waive any of the terms and provisions of these Restrictions for any purpose except as to the particular Lot and improvements and the particular provision covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of the Owner's Lot.

ARTICLE V
THE RANCHES AT BOBCAT RIDGE
PROPERTY OWNERS' ASSOCIATION, INC.

5.01 Non-Profit Corporation. The Ranches at Bobcat Ridge Property Owners' Association, Inc., a non-profit corporation, has been (or will be) organized and it shall be governed by the Certificate of Formation and Bylaws of said Association; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

5.02 Bylaws. The Association has adopted, or may adopt, whatever Bylaws it may choose to govern the organization and operation of the Association, provided that the same are not in conflict with the terms and provisions hereof.

5.03 Membership. Every person or entity who is a record Owner of any Tract shall be a "Member" of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation or those only having an interest in the mineral estate. Memberships shall be appurtenant to and may not be separated from the Tracts. Regardless of the number of persons who may own a Tract, there shall be but one membership for each Tract and one (1) vote for each Tract. Ownership of the Tracts shall be the sole qualification for Membership.

5.04 Voting Rights. Each Tract shall have only one vote regardless of the number of Owners of the Tract. In the event that more than one person owns a Tract and the group of Owners do not have a unified vote for purposes hereunder, then the Association shall not recognize the vote for that Tract and such vote shall not be counted when the calculating membership votes. Notwithstanding the foregoing, the presence of any Owner of a Tract at a meeting of Members permits the inclusion of the Tract represented when calculating any necessary quorum.

ARTICLE VI
ASSESSMENTS

6.01 Assessments. Each Tract Owner by acceptance of a deed therefore, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association the Assessments provided herein. The Assessments shall be a charge on the

Tracts and shall be a continuing lien upon the Tract against which each such Assessment is made. Both Annual and Special Assessments must be fixed at a uniform rate for all Tracts subject to assessment and may be collected on a monthly basis or on an annual basis at the discretion of the Board of Directors.

6.02 Annual Assessment.

- (a) An Annual Assessment shall be paid by each of the Tract Owners and the Annual Assessment shall be used to pay all reasonable and necessary operating expenses and reserve requirements of the Association as herein provided. The Annual Assessment for the year of purchase shall be pro-rated as of the purchase date and then shall be paid annually.
- (b) The Annual Assessment is payable in advance and is due on the thirty first (31) day of January during each calendar year. All other matters relating to the collection, expenditure and administration of the Annual Assessment shall be determined by the Board of Directors of the Association, subject to the provisions hereof.
- (c) The Board of Directors of the Association shall have the right at any time to adjust, alter, increase or decrease the Annual Assessment from year to year as it deems proper to meet the reasonable operating expenses and reserve requirements of the Association and to enable the Association to carry out its duties hereunder. However, the Board of Directors shall not increase the Annual Assessment by more than ten percent (10%) from the previous year without the affirmative Vote of the Members.

6.03 Special Assessments. In addition to the Annual Assessment, the Association, upon the Vote of the Members, may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted.

6.04 Interest of Assessment. Any Assessment which is not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) the rate of eighteen percent (18%) per annum or (ii) the maximum rate permitted by law.

6.05 Creation of Lien and Personal Obligation. In order to secure the payment of the Assessments, each Owner of a Tract hereby grants the Association a contractual lien on such Tract which may be foreclosed, pursuant to the provisions of the Texas Property Code (and any successor statute); and each such Owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with foreclosure pursuant to the provisions of the Texas Property Code, shall designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the association by means of written instrument executed by the President or any Vice-President of the Association and filed of record in the Official Public Records of Real Property of Hill County, Texas. In the event the Association has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of the Texas Property Code and to exercise the power of sale hereby granted, the Association, or the Association's agent,

shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended. Upon request by the Association, the Trustee shall give any further notice of foreclosure sale as may be required by the Texas Property Code as then amended and shall convey such Tract to the highest bidder for cash by Trustee's Deed. Out of the proceeds of such sale, if any, there shall first be paid all expenses incurred by the Association in connection with collecting the Assessments and foreclosing on the Tract, including reasonable attorney's fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount of the Assessment in default; and third, the remaining balance shall be paid to the Tract Owner or Lien Holder for the benefit of the Tract Owner. Following any such foreclosure, each occupant of a Tract which is foreclosed upon shall be deemed a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action for forcible detainer.

In the event of non-payment by any Owner of any Assessment or other charge, fee, assessment levied hereunder, the Association may, in addition to foreclosing the lien hereby retained, and exercising the remedies provided herein, exercise all other rights and remedies available at law or in equity, including but not limited to bringing an action at law against the Owner personally obligated to pay the same.

It is the intent of the Provisions of this 6.05 to comply with the provisions of the Texas Property Code relating to non-judicial sales by power of sale. In the event of the amendment of the Texas Property Code, the Association, acting without joinder of any Owner or Mortgagee, may, by amendment to these Restrictions, file any required amendments to these Restrictions so as to comply with said amendments to the Texas Property Code or any other statute applicable to foreclosures.

Notwithstanding anything contained this Article VI, all notices and procedures relating to foreclosures shall comply with Chapter 209 of the Texas Property Code.

6.06 Notice of Lien. In addition to the right of the Association to enforce the Assessment, the Association may file a claim of lien against the Tract of the delinquent Owner by recording a Notice ("Notice of Lien") setting forth (a) the amount of the claim of delinquency, (b) the interest thereon, (c) the costs of collection which have been accrued thereon, (d) the legal description and street address of the Tract against which the lien is claimed, and (e) the name of the Owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall continue until the amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien have been paid or satisfied, the Association shall execute and record a notice releasing the lien upon payment by the Owner of a reasonable fee as fixed by the Association to cover the preparation and recordation of such release of lien instrument.

6.07 Liens Subordinate to Mortgages. The lien described in this Article VI shall be deemed subordinate to any lien in favor of any bank, mortgage company, real estate lending establishment, financial institution, insurance company, savings and loan association, or any other

third party lender, who may have advanced funds, in good faith, to any Tract Owner for the purchase, improvement, equity lending, renewal, extension, rearrangement or refinancing of any lien secured by a Tract, provided that any such lien holder has made due inquiry as to the payment of any required assessments at the time the lien is recorded. Any consensual lien holder who obtains title to any Tract pursuant to the remedies provided in a deed of trust or mortgage or by judicial foreclosure shall take title of the Tract free and clear of any claims for unpaid assessments or other charges against said Tract which accrued prior to the time such holder acquired title to such Tract. No such sale or transfer shall relieve such holder from liability for any Assessments or other charges or assessments thereafter becoming due. Any other sale or transfer of a Tract shall not affect the Association's lien for Assessments or other charges or assessments. The Association shall make a good faith effort to give each such mortgage sixty (60) days advance written notice of the Association's foreclosure of an Assessment lien, which notice shall be sent to the nearest office of such mortgage by prepaid United State registered or certified mail, return receipt requested, and shall contain a statement of delinquent Assessment or other charges or assessments upon which the said action is based, provided however, the Association's failure to give such notice shall not impair or invalidate any foreclosure conducted by the Association pursuant to the provisions of this Article VI.

6.08 Purpose of the Assessments. The Annual Assessments and Special Assessments shall be used exclusively for the purpose of promoting the health, safety, security and welfare of the Subdivision and the maintenance of the Common Areas. In particular, the Assessments shall be used for any Improvement or services in furtherance of these purposes and the performance of the Association's duties described herein, including the maintenance of any drainage easements, Common Areas, Common Area Expenses, the enforcement of these Restrictions and the establishment and maintenance of reserve funds. The Assessments may be used by the Association for any purpose which, in the judgment of the Association's Board of Directors, is necessary or desirable to maintain the property value of the Subdivision, including but not limited to, providing funds to pay all taxes, insurance, repairs, utilities and any other expense incurred by the Association. Except for the Association's use of the Assessments to perform its duties as described in these Restrictions, the use of the Assessments for any of these purposes is permissive and not mandatory. It is understood that the judgment of the Board of Directors as to the expenditure of Assessments shall be final and conclusive so long as such judgment is exercised in good faith.

6.09 Handling of Assessments. The collection and management of the Assessment shall be performed by the the Association. The Association shall maintain an account for these funds.

ARTICLE VII

DUTIES AND POWERS OF THE PROPERTY OWNER'S ASSOCIATION

7.01 General Duties and Powers of the Association. The Association has been formed to further the common interest of the Members. The Association, acting through the Board of Directors or through persons to whom the Board of Directors has designated such powers (and subject to the provisions of the bylaws), shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interest of the Members and to improve and enhance the attractiveness, desirability and safety of the Subdivision. The Board of Directors shall minimally be composed of three individuals serving three year staggered terms, with the titles of President, Vice-President, and Secretary/Treasurer,

being assigned annually by the board of Directors.

7.02 Other Insurance Bonds. The Association shall obtain such insurance as may be deemed necessary or desirable by the Board or by law, including but not limited to, comprehensive liability and casualty insurance, worker's compensation insurance, fidelity and indemnity insurance, officers and directors liability insurance, as well as such other insurances or bonds as the Association shall deem necessary or desirable.

7.03 Duty to Prepare Annual Budgets. The Association shall prepare an annual budget for the Association and deliver a copy of the annual budget to the Members along with, or prior to, the delivery of the invoice sent to each Tract Owner for the Annual Assessment. The Association shall strive to deliver the annual budget and the Annual Assessment invoice at least thirty (30) days before the start of each calendar year.

7.04 Duty to Levy and Collect Assessments. The Association shall levy, collect and enforce the Assessments as provided in these Restrictions.

7.05 Duty to Provide Annual Financial Statement. The Association shall prepare an annual financial statement, including a balance sheet, for review by the Members.

7.06 Duties with Respect to Architectural Approvals. The Association, through the ACC, shall perform the ACC duties described in these Restrictions.

7.07 Power to Acquire Property and Construct Improvements. The Association may acquire property or an interest in property (including leases and easements) for the common benefit of Owners including any improvements and personal property. The Association may construct improvements on the Subdivision property and may demolish any existing improvements.

7.08 Power to Adopt Rules and Regulation. The Association shall have the power to make reasonable rules and regulations regarding the use of the Common Areas. The rules and regulations may be enforced in the same manner as any other provision of the Restrictions.

7.09 Enforcement of Restrictions. The Association (or any Owner if the Association fails to do so after reasonable written notice) shall enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these Restrictions. Failure by the Association or any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. If it becomes necessary for any Owner or the Association to file a Court action to enforce these Restrictions, the defaulting Owner shall be liable for all reasonable attorney's fees and costs incurred by the enforcing Owner or the Association to obtain compliance by the defaulting Owner. The defaulting Owner shall be liable for all damages suffered by the enforcing Owner or the Association which shall be in an amount established by the Court.

7.10 Remedies. In the event a Tract Owner fails to remedy any violation of these Restrictions within ten (10) days after written notice by the Association, the Association, or its authorized representatives, may take any one or more of the following actions:

- (a) Enter upon the Tract Owner's property and remove the violating condition, or cure the violation, at the expense of the Tract Owner, and the violating Tract Owner shall pay on demand all costs and expenses, including reasonable attorney's fees, incurred by the Association in removing such violating condition;
- (b) Assess a charge of \$50.00 per day against any Owner and/or his Tract until the violating condition is corrected. The Violation charge may be increased by the Association in accordance with increases in the National Consumer Price Index using 2015 as a base year. Failure to pay such assessment by the violating Owner within ten (10) days from receipt of assessment will result in a lien against the Tract with the same force and effect as the lien for Annual or Special assessments;
- (c) File suit in order to enforce the above remedies and/or pursue any other remedy which may be available at law or in equity.

After a Tract Owner receives a written notice of a violation of these Restrictions, the violating Tract Owner shall not be entitled to any further notice of the same violation if it occurs within a six (6) month period. The Association reserves the easement across each Owner's Tract for the purpose of correcting or removing conditions in violation of these Restrictions, and in doing so, shall have no liability for trespass or other tort in connection therewith, or arising from such correction or removal of a violating condition. The Association shall further have the right to have any vehicle or other property stored or used in violation of these Restrictions removed from the Owner's Tract at the expense of the Owner and stored at the expense of the Owner.

7.11 Authority to Combine ACC and Board. In order to efficiently manage the Association, and to perform the duties of the Association, the Association may elect to combine the duties of the Board of Directors and the duties of the ACC into one body to be known as the ACC/ Board.

ARTICLE VIII

GENERAL PROVISIONS

8.01 Term. The provisions hereof shall run with the land and shall be binding upon all Owners, their guests and invitees and all other persons claiming under them for a period of forty (40) years from the date these Restrictions are recorded. These Restrictions shall be automatically extended for successive periods of twenty (20) years each time unless these Restrictions are cancelled by a two-thirds (2/3) majority Vote of the Members and an appropriate document is recorded evidencing the cancellation of these Restrictions.

8.02 Amendments. Except for any amendment affecting any existing Improvements, these Restrictions may be amended or changed, in whole or in part, at any time by a two-third (2/3) majority Vote of the Members. Copies of any records pertaining to such amendments shall be retained by the Association permanently.

8.03 Severability. Each of these provisions of these Restrictions shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partially

unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

8.04 Liberal Interpretation. The provisions of these Restrictions shall be liberally construed as a whole to effectuate the purpose of these Restrictions.

8.05 Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners, the developer and the Association, and their respective guests, invitees, heirs, legal representatives, executors, administrators, successors and assigns.

8.06 Effect of Violation on Mortgages. No violation of the provisions herein contained or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgage under any such mortgage, the holder of any such lien or beneficiary of any such mortgage, lien or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

8.07 Terminology. All personal pronouns used in these Restrictions, whether used in the masculine, feminine or neuter gender, shall include all other genders, the singular shall include the plural and vice versa. Title of Articles and Sections are for convenience only and neither limits nor amplifies the provisions of these Restrictions. The terms "herein", "hereof" and similar terms, as used in this instrument, refer to the entire agreement and are not limited to referring only to the specific paragraph, Section or Article which such terms appear.

8.08 Repeal of Original Declaration. This Declaration replaces the Original Declaration in its entirety, effective immediately upon the filing of this Declaration in the Official Public Records of Real Property of Hill County, Texas, except to the extent this Declaration may be determined to be invalid or inapplicable to the Subdivision, or any Tract therein or any part thereof, or any right, title or interest therein, in which case and to such extent the Original Declaration shall apply, and in such case and to the extent (but only in such case and to such extent) the Original Declaration is hereby ratified and confirmed and shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the President of the Association, herein,

has hereunto set its hand on this the ____ day of _____, 2024.

**The Ranches at Bobcat Ridge Property Owners'
Association, Inc., a Texas non-profit corporation**

By: _____
Austin Cutright, President

ATTEST:

By: Mark Stout, Vice President

STATE OF TEXAS §
 §
COUNTY OF HILL §

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned Notary Public, on this day personally appeared Austin Cutright who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he is the President of The Ranches at Bobcat Ridge Property Owners Association, Inc. and that by authority duly given executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on the ____ day of _____,
2024.

NOTARY PUBLIC, State of Texas