

***CORRECTED SECOND AMENDMENT AND RESTATEMENT OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR IRON GATOR ESTATES***

STATE OF TEXAS

COUNTIES OF ARANSAS & SAN PATRICIO

This *Corrected Second Amendment and Restatement of Declaration of Covenants, Conditions and Restrictions for Iron Gator Estates* (the "Declaration") is entered into to be effective as of <current date>.

RECITALS/STIPULATIONS

- A. On March 21, 2007, Iron Gator Estates, as Declarant, made and filed that certain Declarations of Covenants, Conditions and Restrictions for Iron Gator Estates (the "Original Declaration") of record in Aransas County, Texas under File No. 290419, and in San Patricio County, Texas under File No. 567228.
- B. On August 28, 2009, the ACC (as hereinafter defined) made and filed that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Iron Gator Estates (the "First Amendment", together with the Original Declaration are referred to herein as the "Prior Covenants") of record in Aransas County, Texas under File No. 308080, and in San Patricio County, Texas under File No. 593878.
- C. By Assignment of Declarant Rights dated January 15, 2019, at 11:59 PM, filed of record in Aransas County, Texas under File No. 365974, and in San Patricio County, Texas under File No. 684659, Bob Law, LLC conveyed all of the Declarant rights under the Prior Covenants to Southern Oaks RV Resort LLC ("Declarant").
- D. On July 17, 2019, the ACC made and filed that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Iron Gator Estates (the "Second Amendment") of record in Aransas County, Texas under File No. 369087, and in San Patricio County, Texas under File No. 690179; however, such Second Amendment was filed in error as it was not properly authorized by Declarant, and by this Declaration, the ACC withdraws such Second Amendment and joins in the execution of this Declaration to correct and replace the Second Amendment.
- E. The Prior Covenants cover that certain acreage comprising the Iron Gator Estates subdivision (the "Property") as shown on the plat recorded at Volume 5, Page 241, Plat Records of Aransas County, Texas and at Clerk's File No. 289289 of the Real Property Records of Aransas County, Texas and in Envelope 1328-1329, Tube 313, Map Records of San Patricio County, Texas and at Clerk's File No. 565919 of the Official Public Records of San Patricio County, Texas.
- F. On <Current Date>, the Board executes this Declaration for the purposes of (i) restating the Prior Covenants in their entirety and without exception so that the Original Declaration

and First Amendment and *Second Amendment* are hereinafter null and void, and (ii) the substitution and replacement of the *Second Amendment* with the *Corrected Second Amendment*.

- G. The Declarant Apparatus has been removed and declares the elected Board as its governing authority.

NOW THEREFORE, the Board does hereby adopt the following for the purpose of replacing the prior Covenants in their entirety.

Article One **Definitions**

“ACC” means the Architectural Control Committee established in this Declaration.

“Assessment” means any amount due to the Property Owners Association by an Owner or levied against an Owner by the Property Owners Association under this Declaration.

“Board” means the Board of Directors of the Property Owners Association.

“Bylaws” means the Bylaws of the Property Owners Association adopted by the Board.

“Common Area” means all property within the Subdivision not designated as a Lot on the Plat, including all roadways and Easements, and that have not been accepted for maintenance by the applicable governmental body.

“Dedictory Instruments” means this Declaration and the Certificate of Formation, Bylaws, rules of the Property Owners Association, and standards of the ACC, as amended.

“Easements” means easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record, including a certain easement for erecting, maintaining, reconstructing, and improving a wall or fence along Lots 1-6 and Lots 48-68, together with rights of ingress and egress to access such easements for a wall or fence.

“Lot” means each tract of land designated as a lot on the Plat.

“Member” means collectively the Owners of a platted Lot.

“Owner” means every record Owner of a fee interest in the surface estate of Lot.

“Pad Site” means a concrete slab constructed on a Lot for the purpose of locating an RV thereon.

“Plat” means the Plat of the Property recorded at Volume 5, Page 241, Plat Records of Aransas County, Texas and at Clerk’s File No. 289289 of the Real Property Records of Aransas County, Texas and in Envelope 1328-1329, Tube 31-3, Map Records of San Patricio County, Texas

and at Clerk's File No. 565919 of the Official Public Records of San Patricio County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

"Property Owners Association" (POA) means the Iron Gator Estates Property Owners Association.

"Residence" means a detached building designed and constructed on a Lot and used in conjunction with an RV as a dwelling by the Owner.

"Recreational Vehicle" or "RV" means only a (i) Travel Trailer, (ii) Destination Trailer, (iii) 5th Wheel or (iv) Motorhome Recreational Vehicle, in each instance of not less than twenty-six feet (26') and expressly excludes tents, pop-up campers, and pick-up mounted campers.

"Structure" means any permanent improvement on a Lot, including a Residence, building, enclosed garage, and storage shed.

"Subdivision" means the Property covered by the Plat and any additional property made subject to this Declaration.

"Vehicle" means any standard-size passenger automobile or pickup truck, motorcycle, utility vehicle, or golf cart, not including commercial vehicles with more than two axles.

Article Two **General Provisions**

A. Imposition of Covenants

1. The Board imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.
2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.
3. Each Owner and occupant of a Lot agrees to comply with the Dedicatory Instruments and agrees that failure to comply may subject the Owner to a fine, an action for amounts due to the Property Owners Association, damages, or injunctive relief.

B. Plat and Easements

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

2. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose and access to the Easement or damage any facilities. Owners do not own any public facilities located in an Easement.
3. Neither the Board, the ACC, the POA, nor any Easement holder is liable for damage to landscaping or a Structure in an Easement. Any landscaping or other improvement placed in an Easement area is subject to removal by the Board, the ACC, the POA, or the holder of the Easement without reimbursement to Owner.
4. The POA and each Easement holder may install, maintain, and connect improvements and facilities in the Easements.
5. Lot Owners are responsible to verify ACC approvals on their request submitted to the ACC for any addition or change of any kind they propose to make on their Property.
6. ACC approvals prior to this document are grandfathered, which will be determined by the ACC. Prior approvals have no bearing on future ACC approvals.

Article Three
Lot Use, RV Standards, and Restrictions

A. Lot Use

1. All Structures and permanent installations plans must be submitted to the ACC for approval fourteen (14) days in advance of startup.
2. Each Lot shall be used for (i) locating no more than one (1) Recreational Vehicle (twenty-six feet (26') or longer) on a Pad Site, and (ii) such Residence and other Structure as may be authorized herein. The placement of any house trailer, mobile home, tent or other temporary dwelling on any Lot is expressly prohibited.
3. Except for driveways, no Structure or slab shall be located on any Lot nearer to the front lot line than ten feet (10'). All structures and slabs shall be set back at least ten feet (10') from the rear lot line. All Structures and slabs shall be set back at least five feet (5') from the side lot line. No variances from these setback requirements may be granted by the ACC.
 - a. Each Owner is permitted to build a driveway within the ten-foot (10') front setback. All driveways shall be constructed of concrete, brick, or other material according to specifications established by the ACC. Concrete must be stained and stamped as approved by the ACC.
4. ALL Structures shall comply with all other restrictions, covenants, conditions, and limitations on usage herein provided for other improvements in the subdivision.

5. ALL Structures are subject to the following additional limitations set forth below, and **total** square footage of Structures on any Lot may not exceed twenty-five percent (25%) of the Lot size:
 - a. A Structure may not exceed ten feet (10') in height at its sidewalls and must fit the aesthetic of the Subdivision as determined by the ACC.
 - b. Carports and/or RV ports of any kind are expressly prohibited.
 - c. Patios, outdoor cooking areas, and similar indoor/outdoor living areas will be included as part of a Structure as long as the roofline is an extension of such Structure.
 - d. Storage sheds may not exceed one hundred and fifty (150) square feet and must be anchored on a concrete pad, be approved in advance of construction by the ACC, and meet county requirements.
 - e. Garages will be suitable for one (1) automobile and/or golf cart, and not more than two (2) automobiles. Open-sided garages or garages with extended rooflines are not allowed.
6. The exterior siding on all Structures must be Hardy plank, stucco or other permanent material approved by the ACC and meets county code.
7. Subject to ACC approval, only composition, tile, or better roofing material is allowed on any Structure, meeting county codes.
8. No construction material of any kind shall be placed or stored on a Lot until the Owner has obtained all necessary approvals to commence construction. Each Structure, including all interior and exterior elements, shall be completed within four months (120 days) after the construction has been commenced and such time constraint shall be written into the Owner's construction contract. Lot Owners must acquire a Certificate of Occupancy prior to the expiration of nine months (270 days) after the construction has commenced or extension by ACC.
9. Easements shown on the Plat are expressly reserved on all Lots for constructing and maintaining conduits, telephone lines, electric light, natural gas services, sewer and water connections and meters, poles, cable television and other equipment to supply any public or private utility services. Other uses of such Easements are expressly prohibited, unless approved by the ACC. Easements cannot be permanently fenced with concrete. Approved uses of easements must be temporary.
10. Subject to the following provisions, an Owner may lease or rent their Lot and any Structure located thereon (collectively the "Owner's Property") to a third party (the "Lessee"):

- a. Prior to the Lessee occupying the Owner's Property, Owner and Lessee will enter into an agreement containing the following minimum terms (the "Rental Agreement"):
 - i. The Owner's name, Lot number and contact information during the term of the Rental Agreement and including a background check of each party.
 - ii. Lessee's name, contact information during the term of the Rental Agreement, driver's license numbers for each adult residing at Owner's Property, and RV and Vehicle registration information, including license plate and VIN numbers.
 - iii. An acknowledgment by Lessee that such party has received a copy of this Declaration and the rules for the Iron Gator Estates and agrees to be bound by the same.
 - b. Simultaneous with the execution of the Rental Agreement, Owner will furnish Lessee with a copy of this Declaration and the most current Iron Gator Estates rules.
 - c. By entering into a Rental Agreement, Owner expressly authorizes the ACC to enforce the Declaration in accordance with its terms and Owner will continue to be liable for all violations of its Lessee.
 - d. Upon execution of the Rental Agreement, the Property Owners Association will be provided with a copy of the same and the background check.
 - e. Short-term and B&B-like rentals are not allowed. All Lot rentals require a minimum rental of thirty (30) days.
11. Each Lot must have the entire front yard, back yard, and side yards landscaped, which may include sodding, adding ornamental features, planting trees and shrubs for areas not covered by the Structure and driveway slabs and irrigated by manual or automatic means to maintain plants, trees and grasses in good condition. For areas remaining in grass (not hardscaped), the grass must be approved in accordance with the plans submitted to the ACC. Artificial grasses are allowed as approved by the ACC. The use of stones or decorative rocks and stones may be used as accent to supplement trees, bedding plants, construction of patios or other similar features.

B. Recreational Vehicle Standards

1. RVs located within the Subdivision shall be maintained to a high standard. Each RV shall be not more than ten (10) years old when first placed on a Lot, and notwithstanding its age, the condition of the RV shall be subject to review by the ACC as to its suitability for placement on the Lot. If the ACC determines the RV is not, in the sole discretion of the ACC, in suitable condition or color, the ACC may decline the application to locate the RV on the Lot.

2. No RV more than ten (10) years old shall be placed on, or remain on, any Lot without the prior approval of the ACC. The ACC may grant a variance from this provision for a period not to exceed five (5) years at a time. After reviewing the condition of the RV more than ten (10) years old, the ACC may, in its sole discretion, issue a permit for the RV to remain in place for not less than two (2) additional years or more than five (5) years at a time, or require removal of the RV. If a permit is issued, the RV shall be subject to the same review on the expiration of such permit.
3. Any RV not maintained to the standard of the ACC or after any RV on a Lot becomes ten (10) years old, the ACC may require its removal if, in the sole judgment of the ACC, the RV is not compatible with the standards then existing in the Subdivision.
4. If the ACC requires removal of the RV, the owner shall have six (6) months from the ACC's notice to remove the RV. The obligation of the owner to remove an RV may be enforced by a suit for eviction or specific performance brought in the County where such property is located, and the ACC shall be entitled to be reimbursed for all costs and expenses of such suit.
5. Except when an RV has been moved due to repair or maintenance, or if the Owner or Lessee is in the process of purchasing a different RV, an RV must be present on the Lot any time the Owner or a Lessee is occupying a Lot. In the event an Owner or Lessee desires to occupy a Lot without its RV being located thereon for more than thirty (30) days, Owner or Lessee must request written approval from the ACC, which may be withheld in its sole discretion. In the event the absence of an RV will extend beyond thirty (30) days, Owner or Lessee must request separate written approval for each thirty (30)-day period.

C. Restrictions

1. *Mailboxes.* If postal delivery directly to each Owner's property is approved by the U.S. Postal Service in the future, all mailboxes and their stands must be of a design and construction that is approved by the ACC and the US Postal Service.
2. *Trucks, Buses, and Trailers.* No bus, semi-trailer, tractor, machinery, equipment, or utility trailers of any type shall be kept, parked, placed, maintained, constructed, or repaired on or in the driveway or in the street in front of any Lot, except for third-party construction vehicles limited to the time when construction or repairs are taking place on a Lot.
3. *Boats and Recreational Vehicles.* All boats, boat trailers, and RVs shall be kept on the Pad Site for the Lot and are prohibited from being parked on streets or roads in the Subdivision. Boats, boat trailers and RVs may not be repaired on any Lot, with the exception of routine maintenance. The foregoing may not be placed on any Lot prior to the construction of the Pad Site thereon. All boat trailers are not allowed to be on a Lot without a boat on said trailer for more than fourteen (14) days, unless Owner is granted permission for an extension of said fourteen (14) day-period by the ACC.

4. *Vehicles.* Vehicles may not be repaired on any Lot. On-street parking is prohibited. Additional parking is located at the main office, community center, or storage lot. Long-term parking arrangements will be made through Southern Oaks Luxury RV Resort.
5. *Propane and Fuel Tanks; Water Softeners.*
 - a. Placement: Spare or large tanks must be placed discreetly next to the RV or Residence **when not in use (grill, fire pit, or other outdoor uses)**, either on the side or back, in compliance with all state and local codes.
 - b. Screening: Large tanks or water softeners must be screened from view from the road or any position on a neighboring lot using appropriate landscaping or hardscaping screening, with ACC approval.
6. *Dumping, Rubbish, Garbage and Storage.* No Lot shall be used or maintained for outside, unenclosed storage of any nature or be used as a dumping ground for rubbish, trash, junk or ashes. Trash, garbage and other waste shall be stored in sanitary containers. All trashcans and other equipment for storage of trash materials shall be kept clean and shall not be visible from the street except on appropriate trash pickup days.
7. *Antennae, Satellite Dishes.* Placement of any external antennae, satellite dishes or other structure designed or used for receiving any type of radio, television or other communication signal must be approved by the ACC prior to installation.
8. *Clotheslines.* No clotheslines shall be constructed, placed or erected on any Lot.
9. *Poles, Exterior Lights, Flagpoles.* Poles, exterior lights, flagpoles or similar structures may be constructed on a Lot only following approval by the ACC.
10. *Air Conditioners.* Window air conditioners are prohibited. Air conditioner compressors can be mounted on the sidewall of a structure or situated on a pad.
11. *Solar.* Any solar panels or other solar collection device must be constructed or added as an integral part of the architectural design of a Residence, and the design and installation thereof require the prior approval of the ACC.
12. *Fences.* Fencing will be no more than four feet (4') high and constructed with see-through decorative metal. No chain-link fencing is allowed. Fencing must be set back fifteen feet (15') from the street and approved by the ACC.
13. *Trellises.* Trellises are not to be used as fencing. They are decorative only and shall be no more than six feet (6') by six feet (6') in size.
14. *Signs.* No signs of any character (except real estate sales) shall be allowed on any Lot except one (1) sign of professional quality for lot identification purposes, unless approved by the ACC.

15. *Non-Domesticated Animals and Livestock.* Non-domesticated or commercial animals, such as snakes, reptiles, livestock, or poultry of any kind will not be raised, bred or kept on any Lot. Violations of this provision will be reported to the local animal control officer for enforcement.
16. *Domesticated Animals.*
- a. All pets shall be maintained as essentially indoor pets and no more than two such indoor pets shall be kept on any one Lot at any time. All animals shall be on a leash when not on the Owner's Lot. All animals, when allowed outdoors, shall be on a leash or kept within an enclosed area, which must be clean, sanitary, and reasonably free of waste always. No pets may be chained or staked out without the Owner being in the immediate control of the pet.
 - b. All pets must be registered and vaccinated in accordance with the requirements of Aransas Pass Animal Control. All pets determined by the ACC to be vicious shall not be allowed and will be reported to the local animal control officer for enforcement. Owners or any Lessee must have on hand a copy of their pet's immunization or rabies vaccinations.
17. *Firearms.* No firearms or explosives shall be kept or maintained on any Lot, other than firearms for the protection of an Owner's family and property and firearms for sporting or recreational purposes. No explosives or fireworks of any type shall be discharged within the Property. No hunting, including hunting with bow and arrow, pellet guns, or slingshots, is permitted within the Subdivision, and no firearms of any type shall be discharged within the Subdivision unless necessary to protect an Owner's person, family, or property.
18. *Prohibited Activities.* No business, professional, commercial (B&B like), or trade venture or activity shall be conducted on any Lot which is visible or open to the public.
19. *Annoyance or Nuisance.* No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which is an annoyance or nuisance to the neighborhood. No motorized vehicles of any kind shall be operated in any manner which is dangerous, noisy, or offensive to any of the Owners.
20. *Oil and Gas, Mining or Energy Operations.* No drilling, exploration, development, quarrying, mining, or other operations in connection with the recovery of oil, gas or other minerals of any kind or character shall be permitted upon or in the Subdivision. In addition, nor shall wells, tanks, tunnels, excavations, or shafts be permitted within the Subdivision.
21. *Water/Electricity.* No windmill or other structure designed for use in pumping water or generating electricity shall be erected, maintained, or permitted upon any Lot.
22. *Re-Subdivision.* Re-subdividing any Lot is expressly prohibited.

23. *Firepits.* Open fires on a Lot shall be by propane fuel only. No wood burning fires are permitted unless the fire is enclosed in a free-standing screened device and continually attended until completely extinguished.

Article Four
Property Owners Association

1. **Establishment and Governance.** The Property Owners Association is established by filing its Certificate of Formation and is governed by such certificate, this Declaration, and the Bylaws. The Property Owners Association has the powers of a nonprofit corporation and a property owners association under the Texas Business Organization Code, the Texas Property Code, the Dedicatory Instruments and the rules or policies adopted by it as permitted or required by law.
2. **Governing Rules.** The Board will adopt rules and policies as the Board determines for the orderly development and maintenance of the subdivision and as required by law, the Declaration, or other Dedicatory Instruments. Owners will be provided a copy of the Governing Rules, as from time to time amended, upon their purchase of a Lot. Additional copies of the Governing Rules may be requested at the Owner's written request and expense.
3. **Membership and Voting Rights.** Every Owner is a Member of the Property Owners Association. Membership is appurtenant to and may not be separated from ownership of a Lot.
 - a. The record date for determining the Owners eligible to vote as Members will be set out in the Bylaws.

Article Five
ACC

A. Establishment

1. The ACC will be a committee of the Property Owners Association to assist the Property Owners Association in ensuring that all RVs, Structures, and landscaping within the Subdivision comply with the Declaration and the Governing Rules and are aesthetically compatible with other improvements in the Subdivision.
2. The ACC consists of at least three (3) persons but not more than five (5) persons.
3. ACC members serve until replaced by the Board, as applicable, or they resign.
4. Subject to Board approval, the ACC may adopt standards that do not conflict with the other Declaratory Instruments to carry out its purpose. These standards are not effective unless recorded with the County Clerk. On request, Owners will be provided a copy of any standards.

B. Plan Review

1. No **Residence** or Structure may be erected on any Lot, or the exterior altered, unless plans, specifications, and any other documents requested by the ACC have been submitted to and approved by the ACC. The plans and specifications must show exterior design, height, building materials, color scheme, location of the Residence and Structures depicted horizontally and vertically, and the general plans of landscaping, all in the form and detail the ACC may require.
2. **Procedures**
 - a. At a minimum, the Owner shall furnish to the ACC the following plans and specifications: (1) a site plan showing the location of the Pad Site to be placed on the Lot; (2) a driveway construction plan; and (3) a site plan showing the location of all proposed Structures and landscaping. All such materials shall be delivered to the ACC, or such other address as may hereafter be designated, not less than fourteen (14) days prior to the date construction on a Lot is to be commenced.
 - b. Within fourteen (14) days after the submission of plans and specifications by an Owner, the ACC must notify the submitting Owner of any other documents or information required by the ACC. In the absence of timely notice from the ACC requesting additional documents or other information, the submission is deemed complete.
 - c. If the ACC fails to give notice of disapproval of the plans and specifications to the submitting Owner within fifteen (15) days after complete submission, the submitted plans and specifications are deemed approved. Notwithstanding the foregoing, any failure of the ACC to act upon a request for a variance hereunder, however, shall not be deemed a consent to such variances, and the ACC's written approval of all requests for variances shall be expressly required.
 - d. The approval of the ACC of any plans and specifications or variance shall be valid for a period of three (3) years from such approval or deemed approval. In the event construction in accordance with such plans and specifications or variance is not commenced and prosecuted with due diligence on a Lot within such three (3) year period, the Owner shall be required to resubmit the plans and specifications or request for variance to the ACC, and the ACC shall have the authority to re-evaluate the plans and specifications or variance and may, in addition, consider any changes in circumstances which may have occurred since the time of the original approval thereof.
3. The ACC may refuse to approve the Plans on any reasonable grounds which, in the sole discretion of the ACC, are deemed sufficient, including, but not limited to, purely aesthetic grounds.
4. The ACC may grant a variance from compliance with any of the provisions of this Declaration except for the setback requirements. All variances must be evidenced in

writing and must be signed by at least two-thirds (2/3) of the Members of the ACC. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variances shall not operate to waive or amend any of the terms or provisions of this Declaration for any purpose except as to the Lot and in the instance covered by the variance, and such variances shall not be considered to establish a precedent for any future waiver, modification, or amendment of the terms and provision hereof.

5. An Owner may appeal any action of the ACC to the Board. The appealing Owner must give written notice of the appeal to the Board, and if the appeal is by an Owner who is not the submitting Owner, the appealing Owner must also give written notice to the submitting Owner within ten (10) days after the ACC's action. The Board shall determine the appeal within thirty (30) days after timely notice of appeal is given. The determination by the Board is final.
6. The ACC will maintain written records of all requests submitted to it and of all actions taken. The Board will maintain written records of all appeals of ACC actions and all determinations made. Any Owner may inspect the records of the ACC and Board, but no Owner may inspect or copy the interior floor plan or security system design of any other Owner.
7. The approval or consent of the ACC to any plans or specifications for any work done or proposed in connection with any other matter requiring the approval or consent as to any plans and specifications, or other matter whatever, subsequently or additionally submitted for approval by the same or a different person, such approval or consent shall not be deemed to establish a precedent for future approvals by the ACC.
8. The Property Owners Association, the Board, the ACC, and their members will not be liable to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any request.
9. Following the approval of the ACC, and prior to the start of construction, Owner will submit all plans pertaining to platting, new construction, and any plumbing, electrical, structural, and mechanical work to the City of Aransas Pass (the "City" for review in accordance with the City's building codes in effect at the time the permit applications are submitted to the City for approval

Article Six

Assessments and Remedial Rights

A. Assessments

1. *Authority.* The Property Owners Association may levy Assessments to promote the recreation, health, safety, and welfare of the residents in the Subdivision, to fund operating

expenses of the Property Owners Association, including the payment of taxes and utilities attributable to the Common Area, and to improve and maintain the Common Areas.

2. *Personal Obligation.* An Assessment is a personal obligation of each Owner when the Assessment accrues.
3. *Creation of Lien.* Assessments are secured by a continuing lien on each which lien is reserved to the Property Owners Association. By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Property Owners Association to secure Assessments.
4. *Commencement.* A Lot becomes subject to Assessments on conveyance of the Lot.
5. *Regular Assessments*
 - a. *Contract for optional services and Amenities* Pricing is determined by contract and requires approval from the majority of Lot owners. Does not include general repairs and maintenance of common assets.
 - b. POA Assessment expenses for operating Iron Gator Estates are voted on by the majority of Iron Gator Estate Lot owners. The Board has the authority to adjust the POA assessment by up to twenty percent (20%) of the current annual operating budget per year, with justification required for any changes. Any increase beyond twenty percent (20%) requires a vote from the Lot owners. This twenty percent (20%) limit excludes contracts that are in place that have escalating pricing included and are outside of the aforementioned twenty percent (20%).
 - c. The Board must maintain a minimum balance of fifty percent (50%) of the annual operating budget for the Iron Gator Estates and may adjust to ensure this minimum is met. The Board may increase to maintain the minimum POA assessment requirement.
 - d. POA assessments will be collected monthly in advance, payable on the first of each month. The Board must provide a thirty (30) day notice of any changes to the POA assessment.
6. *Special Assessments.* In addition to the Regular Assessments, the Board may levy Special Assessments for the purpose of funding the cost of any construction, reconstruction, repair, or replacement of any capital improvement on the Common Area or for any other purpose benefitting the Subdivision but requiring funds exceeding those available from the Regular Assessments. Special Assessments must be approved by a majority vote of the Members. Written notice of the terms of the Special Assessment will be sent to every Owner.
7. *Fines.* The Board may levy a fine against an Owner for a violation of the Dedicatory Instruments as permitted by law.

8. *Subordination of Lien to Mortgages.* The lien granted and reserved to the Property Owners Association is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Property Owners Association's lien as to Assessments due before the foreclosures.
9. *Delinquent Assessments.* **Any Assessment not paid within thirty (30) days after it is due is delinquent.**

B. Remedial Rights

1. *Late Charges and Interest.* A late charge of ten percent (10%) of the delinquent amount is assessed for delinquent payments. Delinquent Assessments accrue interest at the rate of ten percent (10%) per year. The Board may change the late charge and the interest rate.
2. *Costs, Attorney's Fees, and Expenses.* If the Property Owners Association complies with all applicable notice requirements, an Owner is liable to the Property Owners Association for all costs and reasonable attorney's fees incurred by the Property Owners Association in collecting delinquent Assessments, foreclosing the Property Owners Association's lien, and enforcing the Dedicatory Instruments.
3. *Judicial Enforcement.* The Property Owners Association may bring an action against an Owner to collect delinquent Assessments, foreclose the Property Owners Association's lien, or enforce or enjoin a violation of the Dedicatory Instruments. An Owner may bring an action against another Owner to enforce or enjoin a violation of the Dedicatory Instruments.
4. *Remedy of Violations.* **The Property Owners Association may levy a fine against an Owner for a violation of the Dedicatory Instruments.** Alternatively, the Property Owners Association may cure the violation at the sole cost and expense of Owner if Owner does not remedy the violation within thirty (30) days of receiving written notice from the Property Owners Association.
5. *Suspension of Rights.* If an Owner violates the Dedicatory Instruments, the Property Owners Association may suspend the Owner's rights under the Dedicatory Instruments in accordance with law.
6. *Damage to Property.* An Owner is liable to the Property Owners Association for damage to Common Areas caused by the Owner or the Owner's family, guests, agents, independent contractors, and invitees in accordance with law.

Article Seven **Common Area**

1. *Common Area Easements.* Each Owner has an easement in and to the Common Area, subject to the right of the Property Owners Association to:

- a. suspend an Owner's rights to use a Common Area under the Dedicatory Instruments, and
 - b. grant an easement approved by the Board over the Common Area for utility, drainage, or other purposes.
2. *Permitted Users.* An Owner's right to use and enjoy the Common Area extends to the Owner's family, guests, agents, and invitees, subject to the Dedicatory Instruments.
3. *Unauthorized Improvements in Common Area.* An Owner may not erect or alter any Structure on, or clear, landscape, or disturb any Common Area except as approved by the Board.

Article Eight **Miscellaneous**

1. *Term.* This Declaration runs with the land and is binding for a term of thirty (30) years; provided, however, that all Easements granted or referred to herein are perpetual. Thereafter this Declaration automatically continues for successive terms of ten (10) years each, unless within three (3) months before the end of a term, two-thirds (2/3) of the Members at a meeting in accordance with the Bylaws elect not to extend the term. An instrument reflecting the extension will be signed by the Property Owners Association and recorded.
2. *No Waiver.* Failure by the Property Owners Association or an Owner to enforce the Dedicatory Instruments is not a waiver.
3. *Corrections.* The Board may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.
4. *Amendment.* This Declaration may be amended at any time by the Board and thereafter by a vote of **66.67%** of the total votes of Owners on the amendment. An instrument containing the approved amendment will be signed by the authorized officer of the Property Owners Association and recorded.
5. *Conflict.* In the event of a conflict between this Declaration and any other instrument, the provisions of this Declaration control.
6. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.
7. *Notices.* All notices must be in writing and must be given as required or permitted by the Dedicatory Instruments or by law. Notice by mail is deemed delivered (whether actually

received or not) when properly deposited with the United States Postal Service, addressed (a) to a Member, at the Member's last known address according to the Property Owners Association's records, and (b) to the Property Owners Association, the Board, the ACC, or a managing agent at the Property Owners Association's principal office or another address designated in a notice to the Members. Unless otherwise required by law or the Dedicatory Instruments, actual notice, however delivered, is sufficient.

8. *Execution by Board.* By their signature hereunder, the current members of the Board acknowledge and agree to the *replacement and substitution of this Corrected _____ Amendment* with this Declaration.
9. *Counterparts.* This instrument may be executed in multiple counterparts, each of which shall be considered an original for all purposes.

This Corrected _____ Amendment and Restatement of Declaration of Covenants, Conditions and Restrictions (the "Correction") for Iron Gator Estates is made as a full replacement of the Prior Covenants and correction in substitution of all prior Amendments. This Correction amends, restates and supersedes in entirety and in all respects the Prior Covenants and _____ Amendments.

EXECUTED as of the dates of the acknowledgments below, but effective for all purposes as of the Effective Date.