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CONSOLIDATED, AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TWIN CREEK FARMS, PHASE ONE AND TWIN CREEK FARMS, PHASE THREE

This document consolidates, amends and restates that certain Corrected Declaration of Covenants, Conditions & Restrictions for Twin Creek Farms, Phase One, recorded at Document No. 1999009388, Official Public Records of Williamson County, Texas, and that certain Amended Declaration of Covenants, Conditions & Restrictions for Twin Creek Farms, Phase Three, recorded at Document No. 2012085454, Official Public Records of Williamson County, Texas.

CONSOLIDATED, AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TWIN CREEK FARMS, PHASE ONE AND TWIN CREEK FARMS, PHASE THREE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

WHEREAS, Twin Creek Farms, Phase One, a subdivision in Williamson County, Texas, as shown on the map or plat recorded at Document No. 1998060823, Official Public Records of Williamson County, Texas ("Twin Creek Phase One") is subject to and governed by that certain Corrected Declaration of Covenants, Conditions & Restrictions for Twin Creek Farms, Phase One, recorded at Document No. 1999009388, Official Public Records of Williamson County, Texas, (the "Section One Declaration");

WHEREAS, Twin Creek Farms, Phase Three, a subdivision in Williamson County, Texas, as shown on the map or plat recorded at Document No. 2012065742, Official Public Records of Williamson County, Texas ("Twin Creek Phase Three") is subject to and governed by that certain Amended Declaration of Covenants, Conditions & Restrictions for Twin Creek Farms, Phase Three, recorded at Document No. 2012085454, Official Public Records of Williamson County, Texas, (the "Section Three Declaration");

WHEREAS, the Section One Declaration and Section Three Declaration (such Declarations hereinafter referred to collectively as the "Prior Declarations") establish the TCF Phase I Property Owners Association, Inc. and the TCF Phase III Property Owners Association, Inc. (collectively, the "Twin Creek Association") as property owners' associations in the Twin Creek Phase One and Twin Creek Phase Three, respectively (such subdivisions hereinafter referred to collectively as the "Property");

WHEREAS, members of the Twin Creek Association desire to amend and consolidate the Prior Declarations governing their respective subdivisions into this single Consolidated, Amended and Restated Declaration of Covenants, Conditions and Restrictions for Twin Creek Farms, Phase One, and Twin Creek Farms, Phase Three (hereinafter referred to as the "Restated Declaration");

WHEREAS, Section 209.0041 of the Texas Property Code provides that a declaration may be amended by a vote of no more than sixty-seven percent (67%) of the total votes allocated to property owners in a property owners' association and that such provision supersedes any contrary requirement in a dedicatory instrument;

WHEREAS, in accordance with the foregoing requirements, members of the Twin Creek Association representing at least sixty-seven percent (67%) of the total votes

allocated to members of Twin Creek Phase One and Twin Creek Phase Three approved this Restated Declaration, which in effect consolidates and amends the Prior Declarations applicable to the Property, at a meeting of the Twin Creek Association's membership conducted on: Twin Creek Phase One, June 28, 2022 and Twin Creek Phase Three, June 29, 2022.

NOW THEREFORE, it is hereby declared that:

1. The Section One Declaration and Section Three Declaration are hereby amended in their entirety and entirely replaced by this Restated Declaration, and such Prior Declarations shall have no further force or effect upon the Property; and

2. All of the Property shall hereafter be held, sold, conveyed and occupied subject to the easements, restrictions, covenants and conditions declared below, which shall be deemed to be covenants running with the land and imposed on and intended to benefit and burden each Lot and other portions of the Property in order to maintain within the Property a planned community of high standards. Such covenants shall be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

I. DEFINITIONS

A. The following terms when used herein shall have the following meanings:

a. "Subdivision" shall mean Twin Creek Phase One and Twin Creek Phase Three.

b. "Recording Date" shall mean the date upon which this document is filed of record in the Official Public Records of Williamson County, TX.

c. "Lot" shall mean those subdivided plots of land shown on a map or plat of the Subdivision filed of record in the Official Records of Williamson County, Texas, located within the Subdivision.

d. "Property" shall mean and refer to the real property described in Exhibits "A", "B", and "C", and such additions thereto as may be brought within the jurisdiction of the Association and be made subject to this Restated Declaration.

e. "Person(s)" shall refer to any natural person, individual(s) and/or any other entity unless the context indicates otherwise having the legal right to hold title to real property.

f. "Owner" shall mean and refer to the record Owner, whether one (1) or more Person(s) or entities, of the fee simple title to any Lot in the Subdivision, or any part of interest therein. Owner shall not mean or refer to any mortgagee, under any applicable theory of mortgage, unless and until such mortgagee has acquired legal title pursuant to foreclosure or any proceeding in lieu of foreclosure. The term Owner shall further include any Person or entity leasing, renting or otherwise occupying any Lot thereof, and/or any Person or entity claiming interest in a Lot or part thereof under a contract of sale.

g. "Committee" shall mean and/or refer to the Architectural Control Committee established under the provision of this document, its successors and assigns.

h. "Association" shall mean and refer to the Twin Creek Farms East Property Owners Association, Inc., its successors and assigns.

i. "Board" shall mean the Board of Directors of Twin Creek Farms East Property Owners Association, Inc.

j. "Common Areas" shall mean all real property and private road system owned by the Declarant or Association for the common use and enjoyment of the Owners. Common Areas shall also include such additional areas being the subject of the Expense Sharing Agreement, *infra*.

k. "Improvement" shall mean every structure and all appurtenances thereto of every type and kind, including, but not limited to buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, fences, garages, poles, signs, exterior air conditioning, water softener fixtures or equipment, pumps, wall, tanks, reservoirs, pipes, meters, antennae, towers and/or other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, satellite, TV, antennas, and/or other utilities.

l. "Plans" and "Specifications" shall mean any and all documents designed to guide or control 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, specification on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such Improvement.

m. "Expense Sharing Agreement" shall mean that certain Expense Sharing Agreement effectively dated December 15, 2010, by and between Twin Creek Farm, LP, HB Twin Creek II, LLC, and HB Twin Creek III, LLC (Twin Creek Phase Three), and all current or subsequent amendments to such agreement.

n. "Declarant" shall refer collectively to the Declarant of Twin Creek Phase One, Twin Creek Farms, LP, and the Declarant of Twin Creek Phase Three, HB Twin Creek III, LLC.

o. "Developer" shall mean an Owner of one or more unimproved Lots held for resale and/or construction prior to occupancy, which may include the Declarant and/or third parties. Once a Lot is sold for use or occupancy, or leased to a third party, the Owner is no longer designated as a Developer for purposes of this Restated Declaration.

p. References to the singular shall include the plural, and the plural shall include the singular.

II. PURPOSE

The Property is hereby encumbered by the covenants, conditions, restrictions, easements, and charges set forth below, in order to:

a. Insure the best and highest use and the most appropriate development and Improvement of each Lot within the Property for residential purposes;

b. Protect the Owners of Lots against the improper use of surrounding Lots;

c. Preserve, so far as practicable, the natural beauty of the Property;

d. Guard against the erection of unsightly structures of improper or unsuitable materials;

e. Encourage and secure the proper continued maintenance of the land and Improvements on each Lot;

f. Secure and maintain the proper use of easements within the Property;

g. Preserve, as far as practicable, lines of sight from the Lots;

h. In general, provide for a residential subdivision of the highest quality to enhance the value of the investment made by the Owners in purchasing Lots for constructing homes; and

i. Provide a method for passing control of the development to a Property Owners Association when certain conditions are met.

III. ARCHITECTURAL CONTROL

A. Architectural Control Committee. An Architectural Control Committee (the "Committee") shall be designated and composed of three (3) members initially chosen by Declarant. Two of the three (3) members must be Owners residing within the Property. A person may not be appointed to serve on the Committee if the person is: (1) a current Board member; (2) a current Board member's spouse; or (3) a person residing in a current Board member's household. The Committee shall serve at the pleasure of the Declarant, its successors and assigns, and a member of the Committee may resign or be removed as Declarant, its successors and assigns may choose.

A majority of the Committee may designate representatives to act for it. In the event of the death or resignation or failure to serve by any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its appointed representatives shall be entitled to any compensation for services rendered pursuant to this covenant. After ten (10) years from the date of this instrument, or at such earlier time as the Declarant or majority of the Committee shall determine, the power to designate members of the Committee shall pass to the Association. The Committee's approval or disapproval actions as required by the Restrictions shall be documented in writing and made available for any Owner to review if so requested.

B. Submission and Approval of Plans. Every Owner of Lot(s) who intends to build improvements on such Lot(s) shall, prior to commencing any such activity, complete ACC Plans Review Request form, deliver a complete set of construction plans, and pay an ACC Plans Review fee of Three Thousand Dollars ($3,000.00) for the construction of a new home or One Hundred Dollars ($100.00) for all other improvements. The Review Application form, construction and ACC Plans Review fee must be delivered to the address specified on the Review Application form or such other address as may be

designated by the Committee. The Plans shall include all architectural and engineering plans, plus information on exterior materials, colors, and elevation (including roof type and color); a drainage plan, site plan showing the location of every proposed structure or Improvement; a driveway construction plan; and any other information or documents which may be required by the Committee. The Committee may require, as part of the review process, that the Applicant provide additional plans or documents to clarify what is planned to be built. If additional information or plans are requested, then the submitted plans are considered incomplete until such additional information is provided to the Committee at the Applicant's expense. Approval to begin construction activities may be delayed pending receipt of such additional plans and information. Should the Committee incur any additional costs in reviewing the Plans, then all such costs are to be reimbursed by the Lot Owner prior to approval of plan. No structure or Improvement (including, but not limited to, buildings, fences, walls, pools, driveways, or site clearing) shall commence or be placed or altered on any Lot until the Plans receive the final approval in writing by a majority of the members of the Committee. Each site plan shall be accompanied by a written certification by a registered professional engineer, or Surveyor, or the designing Architect to the effect that the site plan conforms to the requirements of these Restrictions. Any future construction after the initial home building process other than normal maintenance, which in any way alters the exterior appearance of any Improvement or the removal of any Improvement, shall be performed only with the prior written approval of the Committee. In regard to construction which does not involve the construction or substantial remodeling or rebuilding of the residence, the Committee may, in its sole discretion, accept submission of fewer than all of the foregoing materials. The Committee may postpone its review of the Plans pending receipt of any information or materials which the Committee, in its sole discretion, may require. Copies of the Plans may be retained by the Committee. The Committee may refuse to approve the Plans on any grounds, which, in the sole and absolute discretion of the Committee, are deemed sufficient, including, but not limited to, purely aesthetic grounds. In reviewing the Plans, the Committee shall be guided by, but not limited by, the principles set forth in Article II of this Restated Declaration. Building Plans approval will be preliminary and final approval of the 'as built' state shall not occur until inspection and approval of the completed home, fences, and any other Improvements subject to the Committee's review is possible. It is specifically understood and provided that approval by the Committee of any Plans or components thereof shall not constitute a certification or assurance of compliance with this Restated Declaration, Deed Restrictions, or applicable law. The full burden of responsibility for compliance with all such requirements shall at all times be and remain upon the Owner.

C. Adoption of Rules and Regulations. The Committee shall have the authority to adopt, and to amend from time to time, such procedural and substantive rules, not in conflict with this Restated Declaration, as it may deem necessary or appropriate for the performance of its duties hereunder.

D. Action of the Committee. The vote of a majority of the members of the Committee shall constitute an act of the Committee. The Committee may, by unanimous written resolution, designate one or two of its members, or an agent to act on its behalf and to take any action or perform any duties for and on the behalf of the Committee, except for the granting of variances.

E. Failure to Act. In the event the Plans are submitted to the Committee as provided above, and the Committee shall fail either to approve or reject the Plans within thirty (30) days following the submission of all Plans required by the Committee, then no approval of the Committee shall be required, and approval of the Plans shall be presumed; provided, however, that such thirty (30) day period shall not begin to run until all information required by the Committee to assist the Committee in its review has been received. Any failure of the Committee to act upon a request for a variance, however, shall not be deemed consent to the variance, and the Committee's written approval of all requests for variances shall be required.

F. Variances. The Committee may grant a variance from compliance with any of the provisions of this Restated Declaration or any supplemental declaration, when, in the opinion of the Committee, in its sole and absolute discretion, the variance will not be adverse to the overall development plan for the Property, and the variance is justified due to visual or aesthetic consideration or unusual circumstances. All variances must be evidenced in writing and must be signed by at least one of the members of the Committee. The granting of a variance shall not operate to waive or amend any of the terms and provisions of this Restated Declaration or any supplemental Declaration for any purpose except as to the particular Property and in the particular instance covered by the variance and for the stated period of the variance if it is not intended to be a continuous variance. A variance shall not be considered to establish a precedent for any future waiver, variance modification, or amendment of the terms and provisions of this Restated Declaration.

G. Duration of Approval. The approval or consent of the Committee of any plans, whether by action or inaction, and any variances granted by the Committee, shall be valid for a period of three (3) months unless a longer period is specified. The Owner shall be required to resubmit the Plans or the request for a variance to the Committee

unless construction in accordance with the Plans or variance is commenced on a Lot within a 3 month or other specified period after approval. The Committee shall then have the authority to reevaluate the Plans or request in accordance with this Article and may, in addition, consider any changes in circumstances which may have occurred since the time of the original approval.

H. No Waiver for Future Approval. The approval of the Committee to any Plans or variance request shall not be deemed a waiver of any right to withhold approval or consent as to any other Plans or variance request, or other matter whatsoever, nor shall the approval or consent be deemed a precedent for future approvals by the Committee.

I. Board of Directors Appeals. If the Committee denies an application, a written notice of the denial must be provided to the Owner by certified mail, hand delivery, or electronic delivery. The owner may request a hearing by the Board to appeal the decision within thirty (30) calendar days after the date the notice of denial was mailed to the Owner. The Board may affirm, modify, or reverse in whole or in part, any decision of the Committee as consistent with this Restated Declaration. Decisions of the Board are final.

J. Status of Application During Board of Directors Appeal. During the appeal period, the decision of the Committee on the original application shall remain in effect until and unless such decision is reversed or modified by the Board.

K. Non-Liability of Committee Members. Neither the Committee nor any member thereof shall be liable to any Owner or to any other person for any loss, damage, or injury arising out of the performance or non-performance of the Committee's rights and duties under this Restated Declaration.

L. Transfer of Power to Association. At the option of a majority of the Committee, all of the powers, rights, duties and responsibilities of said Committee may be transferred to the Association and in such event, the Association shall appoint a representative or representatives to perform all functions of the Committee. Said representative(s) shall be the successor of the Committee.

IV. GENERAL RESTRICTIONS

A. Subdividing. No Lot shall be further divided or subdivided nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Declarant; provided, however, if the Declarant is the owner thereof, Declarant may exercise the rights of further

development of the Property. Nothing herein shall prevent an Owner from building across Lot lines, subject to normal Committee approval, so long as such construction does not interfere with any easements along Lot lines. No Lot shall be less than ONE (1) acre. Owner shall establish one residency maximum per Lot. In the event two or more Lots are joined, the Owner shall pay assessments at the rate of 85% per additional Lot of the regular assessment.

B. Land Use. All Lots shall be used for single family residential purposes only, and no building or Improvement shall be erected, altered, placed, used, or permitted to remain on any Lot except as authorized under this Restated Declaration. Single family residential purposes does not include, and expressly excludes, a lease for transient housing (including, but not limited to, a hotel, motel, tourist home, tourist court, lodging house, inn, rooming house, bed and breakfast, vacation rental such as AirBnb, VRBO, etc., or corporate lodging), for a duration of less six-months or less, as stated in Article IV, Section CC.3 herein. Any use of the Property that requires the payment of a hotel tax or similar type tax shall constitute transient housing use. The Board is hereby authorized to assess fines to discourage transient housing and to deter any future violations, the amount of which shall be Two Thousand Dollars ($2,000.00), which shall be assessed for each violation of this Section and Section CC below. Each day of noncompliance shall constitute a separate and distinct violation. The fine amount shall be enforceable and collectable in the same manner as provided for assessments.

C. Minimum Floor Area & Exterior Matters.

1. Square Footage. For Lots in previously identified Twin Creek Phase One, any dwelling of a single-story design shall contain a minimum of 2,000 square feet of air-conditioned floor area, exclusive of porches, garages, decks, patios/breezeways, terraces, and balconies. Any dwelling of a two-story design shall contain a minimum of 2,300 square feet of air-conditioned floor area within the similar exclusions as single-story construction.

For Lots in previously identified Twin Creek Phase Three, any dwelling of a single-story design shall contain a minimum of 1,800 square feet of air-conditioned floor area, exclusive of porches, garages, decks, patios, breezeways, terraces, and balconies. Any dwelling of a two-story design shall contain a minimum of 2,200 square feet of air-conditioned floor area with at least 1,800 of the square feet required to be in the first story.

2. Stories. No dwelling shall exceed two (2) stories in height. For dwellings in the previously identified Twin Creek Phase Three, the two (2) stories in height shall not exceed thirty-two (32) feet, measured from the ground to the highest point of the structure.

3. Exterior Materials. One Hundred percent (100%) of the exterior of each dwelling shall be of masonry or masonry-like construction. (In computing this percentage, all gables and window and door openings shall be excluded from the total area of exterior walls).

4. Roof. Roofs may be constructed of either (a) minimum 25-year life or greater composition shingles or (b) concrete or clay tile, or (c) approved metal. If metal is used, the metal surface must have a dull finish upon installation and must meet Committee approval as to all aspects of it, including color, type, and finish.

D. Foundations. Not more than two feet (2 ft.) of vertical surface of concrete slab of any dwelling shall be exposed to view from any public street or adjacent Lot.

E. Building Setbacks

1. Conforming Lots: Front Setback. (The street is considered "front" of a Lot). All Lots in previously identified Twin Creek Phase One must have a minimum of 100 feet at front.

(The street is considered "front" of a Lot). All Lots in previously identified Twin Creek Phase Three must have a minimum of 50 feet at the front. The primary dwelling shall be constructed beginning at the front setback, or within an acceptable distance within the setbacks as approved by the Committee.

2. Rear Setback. All Lots in previously identified Twin Creek Phase One must have a minimum of 100 feet at back. All Lots in previously identified Twin Creek Phase Three must have a minimum of 50 feet at back.

3. Side Setback. All Lots in previously identified Twin Creek Phase One must have a minimum of 50 feet at each side. All Lots in previously identified Twin Creek Phase Three must have a minimum of 20 feet at each side.

4. Non-Conforming Lots. Corner Lot numbers 15, 18, 34, 35, 38, 39, 40, 44, & 45 in previously identified Twin Creek Phase One shall have a front setback of 100 feet as established on the final recorded plat. The secondary "street side" minimum setback is 50 feet as established on the final recorded plat. Corner lot number 2 in previously identified Twin Creek Phase One shall have a 50 feet

perimeter setback with a west side front. Corner lot number 4 in previously identified Twin Creek Phase One shall have a west side setback of 100 feet and a front, rear and east side setback of 50 feet as established on the final recorded plat.

Corner Lot number 2 in previously identified Twin Creek Phase Three shall have a front setback of 50 feet as established on the final recorded plat. The secondary "street side" minimum setback is 30 feet as established on the final recorded plat.

F. Garages and Driveways.

1. Garages. All garages shall comply with all restrictions, covenants, conditions and limitations use provided for other Improvements in the development. All garages shall be suitable for not less than two (2) automobiles, nor more than five (5) automobiles. All garages shall consist of enclosed structures and no carport shall be permitted on any Lot.

2. Driveways. All garages must have a concrete approach measuring not less than the width of the garage entry door(s) and extending a minimum of twenty (20) feet from the garage. Driveway material and location must be submitted by Owner and approved by Committee.

G. Construction Commencement & Unfinished Structures. No house or other structure shall remain unfinished for more than 270 days after the foundation has been started. No building materials shall be stored on the Lot until the Owner is ready to commence construction and possesses Committee approval Plans. Declarant can grant extensions from time to time at his sole discretion.

H. Prohibited Structures. No tent, shack, carport, or other building or structure except as noted shall be erected on any Lot at any time, either temporarily or permanently. No structure erected elsewhere (including, but not limited to, existing houses and prefabricated structures) shall be moved to any Lot. No house trailer, modular or mobile home shall be placed on any Lot.

H. Barns. For Lots in previously identified Twin Creek Phase One, a single purpose Barn may be constructed on a Lot(s) with a minimum area of Three and one-half (3 1/2) acres. The Committee reserves the right to individually approve or deny plans, construction materials, and setback location on an 'as need' basis.

J. Outbuildings. A single purpose Outbuilding may be constructed on a Lot(s). An Outbuilding if approved by the Committee must be built on site and attached to a

concrete foundation. Plans must be submitted to the Committee for approval as stipulated in Article III, Section B. The Committee reserves the right to individually approve or deny Plans, construction materials, setback, and location of the Outbuilding.

K. Travel Trailers, Livestock Trailers, Recreational Vehicles, Hovercraft, Helicopters, Aircraft. Travel trailers, livestock trailers, campers, boats, jet skis and boat or jet ski trailers, recreational vehicles, hovercraft, helicopters, and aircraft of all types which are kept on a Lot, shall be kept within a garage, barn or outbuilding, or enclosed fenced area so that they will not be visible from neighboring property or from public or private streets and shall never be used as a temporary or permanent dwelling. Lot owners who maintain, keep or care for horses may keep on their Lot one horse trailer that does not need to be enclosed in a shelter. Said horse trailer, however, shall be kept within the fenced portion of the Lot. No motorized vehicles of any kind shall be operated in any manner which is dangerous, noisy, or creates a disturbance or nuisance. No bus, semi-trailer, tractor, machinery, equipment, truck, boat, trailer or recreational vehicle of any type shall be kept, parked, placed, maintained, constructed, or repaired on or in the street or driveway in front of the house on any Lot except for construction and repair vehicles during the period of construction on a Lot. No motor vehicle of any type shall be constructed or repaired on the street or on any Lot in a location that is visible from any street, access, or neighboring property.

L. Plumbing, Butane & Fuel Tanks, and Water Devices. All residences shall be equipped with approved sanitary plumbing fixtures and proper disposal of waste [See Septic Systems]. Plumbing installation shall meet the requirements of the National Plumbing Code. No Butane or fuel tank or other structure or facility for the storage of combustible fuels shall be placed or maintained on any Lot unless it is underground (except for small tanks used for outside grills). Gasoline storage tanks are prohibited. All water purifiers and softeners, irrigation systems, or water storage facilities must be located within the garage, dwelling, or Committee approved outbuilding or enclosed fence area and must not be visible from neighboring Lots or the street.

M. Septic Systems. All septic tank and soil absorption, sewage disposal systems shall be constructed and maintained in accordance with the minimum requirements of the Division of Sanitary Engineering of the Texas State Department of Health and in conformity with the restrictions outlined by the Williamson County Health Department. Written certification by the inspecting authority that the system complies with applicable requirements shall be required by the Owner of a Lot prior to occupancy of the premises and presented to the Committee if requested.

N. Dumping, Rubbish, Garbage, & Storage. No rubbish, trash, junk, ashes, scrap, building materials, excess dirt or masonry piles or inoperative vehicles, or other unsightly storage of personal property is allowed on any portion on any Lot. Trash, garbage, and other waste shall be stored in "animal proof" sanitary containers. All trash cans and other equipment for storage of trash materials shall be kept clean and in good repair. Trash cans can be placed at street the day before collection and removed no later than the day after. Small, low height (less than 10′ x 10′) compost piles for personal gardening are allowed so long as it is not heaped and visible from the street and there is no odor. Owner is responsible for removing livestock waste from the Lot as necessary to promote a healthy environment and not less than within a regular monthly schedule.

O. Antennae, Satellite Dishes. No external antennae, large satellite receiving dishes or other structures designed or used for receiving any type of radio, television, or other type of communication signal shall be located on any Lot or dwelling without the prior written consent of the Committee. For Lots in previously identified Twin Creek Phase Three, up to four (4) small Commercial satellite dishes or antennae (i.e., DISH Network, Direct TV, and Western Broadband, etc.) are allowed and shall not need Committee approval.

P. Clotheslines. No clotheslines shall be constructed, placed, erected or used on any Lot in such a way as to be visible from outside that Lot.

Q. Poles, Lights, Flagpoles. No poles, exterior overhead lights, or other similar structures shall be constructed or maintained upon any Lot without the prior written consent of the Committee. This shall not be construed to prohibit attractive landscaping lighting or security lighting that does not intrude on neighboring Lots. A single flagpole shall be allowed, however, the Committee must approve the height, design, and placement.

R. Solar and Wind Equipment. All solar panels and wind and other energy collection or conversion devices must be constructed or added as an integral part of the architectural design of the dwelling, and their design, size, installation and placement require the approval of the Committee.

S. Fences. All fencing locations and material require the prior written consent of the Committee. The Committee may in its discretion specify the materials of which any fence must be constructed, the fencing size, or require that any other proposed fence be screened by vegetation or otherwise so as not to be visible from other portions of the

Property. In the event Owner paints or stains a fence, Owner shall maintain said fence by repainting or re-staining, and repairing as reasonably necessary.

T. Signs. No signs of any character shall be allowed on any Lot except one done professionally for identification purposes; provided, however, that the Declarant or Developer shall have the right during periods of development, construction, and sales to construct and maintain signs as may be reasonably convenient for such construction, marketing and sales. In addition, when a Lot or home is for sale, one (1) "For Sale" sign may be placed on the Lot, but it may not be larger than nine (9) square feet (3ft. x 3ft.).

1. Address Signs. A recessed address sign of either concrete or metal must be set into the front wall of all houses or other approved and permanent location. The sign must have four-inch (4") numerals, but no more than six-inch (6") in overall height, and have an appropriate width as to accommodate all numerals. The sign must be situated so as to be visible from the street.

2. Other Markers. A structured 'yard monument' (not to exceed 42" in height) may be placed near the front of the entry of the Lot upon Owner's application and presentation and written approval by the Committee. No overhead gate entry or overhead markers will be permitted.

U. Animals, Household Pets. For Lots in previously identified Twin Creek Phase One, no animals, including pigs, hogs, fowl, wild animals, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained or cared for on the Lot; except for horses, cattle (Two (2) head of livestock per Lot of Three and one-half (3 ½) Acres, minimum), and poultry (five (5) chickens per acre, with a maximum of fifteen (15) chickens being allowed at any one time. No animal shall be allowed to make an unreasonable amount of noise or to become a nuisance, and no domestic pets will be allowed on the Property other than the Owner's Lot unless confined to a leash. No animal may be stabled, maintained, cared for, kept or boarded for hire or renumeration on the Property except as those accommodations as provided by Declarant. No kennels or breeding operation shall be allowed. No animal shall be allowed to run at large, and all animals shall be kept within enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. Such enclosed area shall be constructed in accordance with Plans approved by the Committee, shall be reasonably designed and constructed to adequately contain such animals in accordance with the provisions hereof.

For Lots in previously identified Twin Creek Phase Three, no animals, including pigs, hogs, poultry, fowl, wild animals, cows, sheep, goats, or any other type of creature not typically considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for on any Lot(s); except for horses and common pets. A Lot of size three (3) acres as originally platted; or contiguous Lots joined to provide 3 or more acres including the home site is required to qualify for keeping any horse(s) on such Lot or Lots. Two horses are allowed on a three (3) acre Lot; four (4) horses on a 4.0 acre or larger Lot; more than four (4) horses require Committee review and approval. Make note that the stables on Lot 5 of Phase Three have always been used for the commercial boarding of horses and can continue to be used for the same purpose. The number of horses that can be stabled must be approved by the Declarant. No animal(s) shall be allowed to make an unreasonable amount of noise or to become a nuisance. No domestic pets will be allowed to roam freely on Property other than Owner's Lot. Pets must be confined or on a leash if not on the Owner's Lot. No animal(s) may be stabled, maintained, cared for, kept or boarded for hire or renumeration on a Lot(s). No kennels or breeding operation shall be allowed. All animals shall be kept within enclosed or fenced areas which must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. Such enclosed area shall be constructed in accordance with plans approved by the Committee, shall be reasonably designed and constructed to adequately contain such animals in accordance with the provisions hereof. Owners choosing to maintain horses on their Lot or Lots must submit a livestock plan outlining control and provisions for supplemental feed when pasture areas are not sufficient to provide needed feed. Lot Owners must not allow Lots to become overgrazed, Committee reserves the right to revoke the right to maintain horses on any Lots that become overgrazed, denuded of grassy cover, or likely to present erosion problems due to excessive impact from horses.

V. Mailboxes. For Lots located in previously identified Twin Creek Phase One, all mailboxes and their stands must be of masonry construction.

For Lots located in the previously identified Twin Creek Phase Three, each mailbox shall be new when installed, constructed of durable steel or aluminum, and of a size and shape conforming to U.S. Postal authority standards for single family residential postal depositories. No metal or wood post stands are permitted.

W. Firearms, Fireworks & Fires. No firearms, fireworks, or other 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 and recreational purposes. No

explosives, firearms, or fireworks of any type shall be discharged within the Property. No hunting, including use of bow and arrow, pellet or air guns, or slingshots shall be permitted within the Property unless necessary in order to protect an Owner's person, family, or property. Open fire pits are permitted on any Lot, which shall be constructed in a manner consistent with good engineering and construction practices.

X. Prohibited Activities. No business, professional, commercial, or trade venture or activity shall be conducted on any of the Lots; provided, however, that storage areas, model homes, and sales offices may be established and maintained by the Declarant, its successors and assigns. An office incidental to an Owner's business may be maintained within an Owner's residence so long as activities conducted in connection with the home office do not attract traffic, otherwise become an annoyance or nuisance to the subdivision, and the office is not advertised in any way. No model homes, information centers, or marketing centers will be permitted on any Lot unless approved by the Declarant. A model home, information center, or marketing center is defined as any home which is either furnished or unfurnished and staffed by a sales representative, builder, host or employee to generate home sales.

Y. Annoyance or Nuisance. No noxious nor offensive activity shall be carried on upon any Lot, nor shall anything be done which is an annoyance or nuisance to the neighborhood (this includes noise pollution such as barking dogs and loud music). All exterior lighting shall require the approval by the Committee as a design feature.

Z. Drilling and Mining Operations. No drilling of any type, and no oil development or refining, quarrying, or mining operation of any kind, shall be permitted upon or in any Lot, nor shall oil wells, oil tanks, tunnels, mining excavations, or shafts be permitted upon the Property. No derrick, windmill, or other structure designed for use in pumping or boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted upon any Lot, with the exception of water well apparatus upon location and excavation review and authorization by Declarant, written approval by the appropriate State and County regulatory agencies, and final written authorization and approval of the Committee.

AA. Land Use. Utilities, Drainage, Waterways, & Terraces.

1. Utility Lines. Bartlett Electric COOP, or Declarant's designated utility provider, utility lines will/may be run overhead or underground. No other utility lines, including, but not limited to, wires, or other devices for the communication or transmission of telephone or cable television or any other type

of line or wire shall be erected, placed or maintained anywhere in or upon any portion of the Property unless the same shall be contained in conduit or cables installed and maintained underground or concealed in, under or on buildings or other improvements as approved in writing by the Committee; provided, however, that no provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or other improvements which have been previously approved in writing by the Committee. The installation method, including, but not limited to, location, type of installation for both temporary and permanent utilities shall be subject to review and approval by the Committee.

2. Drainage. There shall be no interference with the established drainage patterns over any of the Property, except by Declarant, unless adequate provision is made for proper drainage and approved by the Committee. All drainage structures under private driveways shall have a net drainage area of sufficient size to permit the free flow of water without backwater. All drainage structures shall be subject to the approval of the Committee.

3. Waterway Obstructions. No obstructions of any type, including, but not limited to, fences, dams, and concrete walkways, shall be placed in, on, or across the bed of any waterway adjoining or running through any Lot within the Property, except by Declarant. "Waterway" as used herein in relation to obstruction, means that portion of the terrain where water would flow in times of normal rainfall.

4. Terraces & Slopes. The Committee shall carefully review all proposed improvements which will be placed in Lots with slopes exceeding twenty percent (20%), and all filling and cutting of the terrain on such Lots shall be kept at a minimum.

BB. Use of Roads During Construction. Any Owner, Developer or Declarant conducting any construction is responsible for any damage to any roads or other common areas within Phases I, II or III of Twin Creek Farms resulting from such construction or the delivery of materials for such construction, and shall be solely responsible for the cost of repairing the damaged portion of the road or common area by returning the road or common area to materially the same condition as immediately prior to the damage. Any Owner, Developer or Declarant shall be solely responsible for communicating the requirements of this section to its contractors, subcontractors, employees, agents or other affected parties. Should the responsible party not repair the

damage within 30 days of the occurrence, then the Association and/or Declarant can undertake the repairs on behalf of the responsible party, for which the responsible party will indemnify and hold harmless the Association and/or Declarant for the cost of such repairs, and shall reimburse the Association and/or Declarant for all costs incurred, plus ten percent (10%) as an administrative fee, within 30 days after written demand for payment is delivered to the responsible party.

CC. Rentals and/or Leases. An Owner shall have the right to lease his entire Lot and the dwelling thereon for residential purposes if and only if the lease is fully in compliance with the provisions of this Section.

1. **Leases Shall be in Writing.** All leases shall be in writing, and the lease shall provide that the lessee tenant shall be bound by the provisions of the Association's governing documents and that the failure to comply with the provisions of the Restated Declaration shall be a default under the lease as well as a violation of the Restated Declaration. Within five (5) days after executing a lease agreement for lease of a dwelling, the Owner shall provide the Association with a copy of the lease agreement and the name of the lessee and all other people occupying the dwelling. The Owner must provide the lessee copies of the Restated Declaration, Bylaws, and the rules and regulations of the Association.

   Every lease agreement for a dwelling, whether written or oral, express or implied, is subject to and is deemed to include the provisions set forth in this Section.

2. **Compliance of Lessee with Restated Declaration.** The lessee shall comply with all provisions of the Restated Declaration and shall control the conduct of all other occupants and guests of the leased dwelling to ensure such compliance. The Owner shall cause the lessee and all other occupants of his or her Lot to comply with the Restated Declaration and shall be responsible for all violations of such individuals. If the lessee, or a guest of the lessee, violates the Restated Declaration or a rule or regulation for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee, and such fine shall be assessed against the Owner in accordance with this Restated Declaration.

Any violation of the Restated Declaration, the rules and regulations adopted by the Association, or Texas statutory law, by the lessee or any guest of the lessee is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease agreement without liability and to evict the lessee in accordance with applicable law. If two or more violations of the Restated Declaration, rules and regulations or Texas statutory law by a lessee or any guest of a lessee occurs in any six-month period, the Association may send written demand to the Owner to promptly obtain his or her lessee's compliance or exercise his or her rights as a landlord and terminate the lease agreement and evict the lessee for breach of the lease agreement. If the lessee's violation continues or is repeated, and if the Owner is unable, unwilling, or unavailable to obtain his or her lessee's compliance, then the Association has the power and right to pursue the remedies of a landlord under the lease agreement or applicable law for the default, including eviction for the tenant, subject to the terms of this Section.

Notwithstanding the absence of an express provision in the lease agreement for enforcement of the Restated Declaration by the Association, each Owner appoints the Association as his or her attorney-in-fact, with full authority to act in his place in all respects, solely for the purpose of enforcing the Restated Declaration against his or her lessees, including but not limited to authority to terminate the lease agreement and to institute forcible detainer proceedings against the lessees on the Owner's behalf. The Owner of a leased dwelling shall be liable to the Association for any expenses incurred by the Association in connection with enforcement of the Restated Declaration against his or her lessee. The Association shall not be liable to the Owner for any damages, including lost rents, suffered by the Owner in relation to the Association's enforcement of the Restated Declaration against the Owner's lessee. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Restated Declaration or rules and regulations, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. If the Association proceeds to evict the lessee, any costs, including reasonable attorney's fees actually incurred and court costs associated with the eviction shall be an Assessment and lien against the Owner's Lot. Owner's obligation to pay the Association for all such amounts

shall be secured by the same lien that secures the payment of maintenance fees and assessments under Article VII of this Restated Declaration.

3. **Transient Rentals Not Allowed.** As stated in Article IV, Section B herein, no Owner shall lease or rent a dwelling for transient purposes. The initial term for all leases shall be for a period of not less than six (6) months. No more than one (1) six-month lease or rental shall be allowed in any six-month period. For the purpose of this section, any lease or rental of a dwelling for a term of six (6) months or less shall be deemed for transient purposes and is strictly prohibited, unless the lease of the dwelling is pursuant to a provision in a contract for the sale of the same dwelling (e.g., a "lease back") allowing the seller of the dwelling to remain in the dwelling after the closing of the sale for a defined period of time.

4. **Individual Room(s) Rentals Not Allowed.** The rental or lease of an individual room(s) within a dwelling for any duration of time or the rental or lease of a dwelling for any commercial or nonresidential purpose is strictly prohibited.

5. **Family Member Exception.** Family members of the Owner shall not be subject to the restrictions imposed by this Article IV, Section CC.4.

   A family member is defined as a spouse, and parents thereof; sons and daughters, and spouses thereof; parents, and spouse thereof; brothers and sisters, and spouses thereof; grandparents and grandchildren, and spouses thereof; domestic partner and parents thereof, including domestic partners of any individuals above; and any individual related by blood or affinity, such as a live-in caregiver, whose close association with the Owner is the equivalent of a family relationship.

6. **Failure of Owner to Comply.** Failure of an Owner to comply with the provisions of this Article IV, Section CC shall entitle the Association to take any and all enforcement action provided by this Restated Declaration and/or applicable law. In addition to other relief allowed by the Restated Declaration and/or applicable law, the Association shall be entitled to immediate and continuing injunctive relief to immediately stop, and to permanently prohibit the violation of Article IV, Section CC.

7. Fine May be Imposed. In addition to the other actions authorized to enforce the provisions of this Article IV, Section CC, the Association may also impose a fine on an Owner violating this Article IV, Section CC. A fine of Two Thousand Dollars ($2,000.00) shall be assessed for each violation of this Section. Each day of noncompliance shall constitute a new violation. Payment of any imposed fines shall be secured by the same lien that secures payment of maintenance fees and assessments under Article VII of this Restated Declaration. Prior to imposing a fine the Association shall provide written notice to the Owner of the violation and the intent of the Association to impose a fine in the manner required by this Restated Declaration and Texas Property Code Section 209.006.

V. EASEMENTS & DRAINAGE AREA

A. Drainage Area & Greenbelt/Bridal Path Easement. Declarant shall maintain designated areas, greenbelts or bridal paths in an attractive appearance. An easement of thirty-five feet (35′) in width adjacent to such designated areas, is expressly reserved on all Lots, if any, and shall be under the Declarant's sole right, at its absolute discretion, to landscape all areas within drainage areas, including, at Declarant's option, the installation of roadway lighting, plants, trees, and ground cover. Fences or other obstructions within the easements are strictly prohibited unless a variance is approved by Declarant. Once the HOA is formed and Declarant decides to turn over the Drainage Area & Greenbelt/Bridal Path Easement to the HOA, it will be the HOA's responsibility to maintain.

B. Utilities & Fencing Easement. An easement of twenty feet (20′) in width adjacent to the street side property line is expressly reserved on all Lots for use by public utility companies or Declarant for the purpose of constructing and maintaining fencing, utility conduits, telephone lines, light poles, towers, and other equipment to supply utility services. Other uses of easements by private utility companies or variances as requested by Owners must be approved in writing by the Committee, which may grant or withhold its consent for any reason, or no reason at all.

VI. MAINTENANCE REQUIREMENTS

A. Land. All plants, shrubs, trees, grass, open fields, and landscaping on a Lot shall be maintained by each Lot Owner in an attractive, trimmed, and neat condition at all times. The Owner of each Lot, by acceptance of the conveyance of the Lot, agrees to shred, trim, or mow open fields on a regular monthly basis, or as required to maintain an appropriate, attractive, and non-hazardous grass level. Declarant shall maintain all

developed but unsold vacant Lots and keep all vegetation, excluding trees and shrubs, below 12″ in height.

1. **Maintenance of Lawns, Plantings, and Improvements.**

a. In the event the Owner of any Lot shall fail to maintain such Lot and the Improvements situated thereon in a neat and orderly manner, the Declarant, acting on its own or through the Committee, its agents, and employees, shall have the right to enter upon said Lot and to repair, maintain, and restore the Lot and exterior of any and all buildings and other improvements erected thereon, all at the expense of the Owner.

b. For Lots located in previously identified Twin Creek Phase One, all non-native plants, shrubs, trees, grass, and landscaping on a Lot shall be maintained in a trimmed and neat condition at all times. In the event the Owner of a Lot fails to properly maintain such landscaping, the Declarant shall be entitled to do so, all at the Owner's expense.

c. For Lots located in previously identified Twin Creek Phase Three, all plants, shrubs, trees, grass, and landscaping on a Lot shall be maintained in a trimmed and neat condition at all times, and grasses shall not be allowed to exceed 12″ in height within 200 feet of a roadway. In the event the Owner of a Lot fails to properly maintain such landscaping, the Declarant shall be entitled to do so, all at the Owner's expense.

d. The Declarant shall have the sole authority to make a determination as to the acceptability of the maintenance and appearance of any Lot, and the Declarant shall have the absolute discretion and authority to determine the necessity for required maintenance of Lots within the subdivision. No unsightly Lots shall be permitted at any time.

B. Repairs & Alterations to Structures. Each Owner shall maintain his dwelling and all Improvements on his Lot in good condition and repaint or re-stain as necessary. However, any exterior repainting which involves a change in color or any other redecorating, alteration, repair, or improvement which changes the external appearance of a dwelling, shall require the approval of the Committee in the same manner as new construction. All work shall be done expeditiously, in a good and workmanlike manner, with minimum inconvenience to other Owners.

C. Acceptability of Maintenance. The Committee shall have final authority to determine the acceptability of the maintenance and appearance of all Lots and houses, and to determine the necessity for further maintenance of Lots or houses within the Property. No unsightly Lots or houses shall be permitted at any time.

D. Default. In the event an Owner of a Lot or dwelling shall fail to maintain his Lot or dwelling, or any Improvements, in a neat and orderly manner as provided above, once notified of the violation, the Owner shall be entitled an opportunity to cure the violation, per Section 209.006 of the Texas Property Code. In addition, the Committee, its agents or assigns, shall have the right (but not the obligation), after providing all required notices and other due process procedures under Chapter 209.006 of the Texas Property Code, to enter upon the Lot and Property and repair, paint, and maintain the Lot and exterior of any and all building and other Improvements, and the landscaping, all at the expense of the Owner.

E. Maintenance Expense. In the event, after following the requirements set forth in Chapter 209.006 of the Texas Property Code and the Association's governing documents, Declarant or the Committee incurs any expense in maintaining all or portion of a Lot or dwelling or Improvements therein, the costs shall be charged to and paid by the Owner of that Lot or dwelling. If the Owner fails to pay those costs upon demand, the Committee or the Declarant shall have the right to maintain an action in a court of appropriate jurisdiction to recover any sums so expended, together with reasonable attorney's fees and interest at the highest rate allowed by law.

F. Assessment Lien. The 'maintenance fee' pursuant to this Article VI shall be an assessment running with the land, which shall be secured by the same lien that secures payment of maintenance fees and assessments as provided in Article VII, Section F. Such expenses do not apply to Lots owned by a Developer.

VII. MAINTENANCE FEES AND ASSESSMENTS

A. Fee Amount. Each Lot in the Association, once platted and no longer a Lot of a Developer, is hereby subjected to a monthly maintenance charge of sixty dollars ($60.00) payable in advance by the Owner of each Lot on the first day of each month beginning on date of Lot purchase and each succeeding month thereafter until terminated as provided below, to the Declarant, or at the election of the Declarant to the Association, its successors and assigns for the purpose of creating a fund described below, known as the "Maintenance Fund." Where any Lot is owned by more than one person or entity, said maintenance charge shall be payable by all such Owners, jointly and severally. Should an Owner purchase more than one (1) Lot within the development previously

identified as Twin Creek Phase Three for purpose of joining Lots for building purposes or for having sufficient acreage to permit horses on the Property, then said Owner shall pay 100% of the assessed fee for each Lot. Owners of multiple Lots in previously identified Twin Creek Phase One shall be assessed the full 'maintenance fee' on the first Lot and eighty-five percent (85%) of the 'maintenance fee' on each additional Lot. The maintenance charge shall be prorated at closing between purchasers and sellers of Lots in the proportion that the remaining months of the calendar year bear to the whole year. By acceptance of a deed or other instrument of conveyance, or by any other claim of legal title to any Lot or portion thereof, each Owner agrees and consents to the maintenance charge and liens as provided herein. If a builder buys one or more lots their fees will begin one year after their purchase date or when a house is constructed and occupied whichever comes first. If builder sells a Lot to an individual owner, their fees begin at the date of closing.

B. Use of Fees. The maintenance charge shall be used to pay "maintenance expenses" which shall include without limitation, expenses incurred for any easements, streets, sidewalks, the Expense Sharing Agreement, paths, fences, lakes, parkways, tracks, esplanades, and any structure, facilities or area which can be used by all Owners which in the opinion of the Association would benefit the Subdivision as a whole; collecting and disposing of garbage, ashes, rubbish and the like in said areas (other than the garbage, ashes, rubbish and the like from constructed residential dwellings); payment of legal and all other expenses in connection with the operation of the Association and the enforcement of all recorded charges, restrictions, covenants, agreements and conditions affecting the Property to which maintenance charges apply, payment of all expenses in connection with the collection and administration of the maintenance charges, and doing any other things necessary and desirable in the opinion of the Association to keep Property neat and in good order of which it considers of general benefit to the Subdivision. The acts of the Association and its expenditures of the Maintenance Fund shall be final so long as it acts in good faith.

C. Increase in Fees. The Association may increase or reduce the maintenance charge from time to time by action applied uniformly to all Lots in the Subdivision. From and after January 1, 2022, the Association's Board of Directors, at its next annual or special meeting and at each annual meeting thereafter, shall set the amount of the annual assessments for each year for each Lot, taking into consideration the current maintenance costs and future needs of the Association; except however the monthly assessments may not be increased in any one year by more than ten percent (10%) of the then existing monthly assessment, except on the affirmative vote of the Owners entitled to cast two-thirds (2/3) of the votes as Association members, in person or by proxy, at a meeting duly called for such purpose.

D. Special Assessments for Capital Improvements. In addition to the annual assessment for maintenance charges set forth above, the Association may levy in any assessment year, special assessments applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the approval of a three-fourths (3/4) majority of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of a meeting called for this purpose shall be sent to all members not later than the 10th day or earlier than the 60th day before the date of the vote.

No special assessment for capital improvements shall be made under this provision prior to the time the membership of the Board of Directors of the Association is determined by majority vote of the Lot Owners of record.

The Specifical assessments shall be payable by the Owners on the dates and terms as may be established by the Association.

E. Interest. In the event of default in the payment of any maintenance fee or assessment, the Owner of the Lot shall be obligated to pay interest on the amount of the Assessment from the due date at a rate of eighteen percent (18%) per annum, together with all costs, and expenses of collection, including reasonable attorney's fees.

F. Lien and Foreclosure. All sums assessed in the manner provided in this section but unpaid, shall together with interest as provided in Article VII, Section E and the cost of collection, including attorney's fees as herein provided, be secured by a continuing lien and charge on the Lot covered by such maintenance fee or assessment, which shall bind such Lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall attach to all Lots upon the recording of this Restated Declaration and shall be superior to all other liens and charges against the said Lot, except only for tax liens and all sums unpaid on a mortgage lien of record, securing in either instance sums borrowed for the purchase or Improvement of the Lot in question. The Association shall have the power to subordinate the aforesaid maintenance fee or assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination must be signed by a duly authorized officer of the Association. To evidence the aforesaid maintenance fee or assessment lien, the Association may, but is not required to, prepare a written notice of maintenance fee or assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a

description of the Lot. Such notice shall be recorded in the Official Public Records of Williamson County, Texas. Such lien for payment of maintenance fees or assessments shall attach with priority set forth above and may be enforced by judicial foreclosure on the defaulting Owner's Lot by the Association. The maintenance fee or assessment liens and rights to foreclosure thereof will be in addition to and not in substitution of any other rights and remedies the Association may have by law and under this Restated Declaration, including the rights of the Association to institute suit against such Owner personally obligated to pay the maintenance fee or assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, such Owner will be required to pay the costs, expenses and reasonable attorney's fees incurred by the Association. The Association will have the power to bid (in cash or by credit against the amount secured by the lien) on the Lot at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any mortgagee or by its own decision, the Association may report to said mortgagee of a delinquent Lot Owner any unpaid maintenance fee or assessments remaining unpaid for longer than thirty (30) days after the same are due.

VIII. GENERAL PROVISIONS

A. Common Areas. Property held in title by Declarant and designated as general use, access areas, riding trails or 'common areas' are available for use by the Owners.

B. Interest. In the event any charge, cost, or other expense or monetary duty is not paid when due, then such amount shall bear interest at the highest rate allowed by law from the due date until paid. This Section shall not apply to unpaid maintenance fees and/or special assessments, as interest on these unpaid amounts is determined by Article VII, Section E.

C. Enforcement. Except as otherwise provided herein, any Owner, at his own expense, and/or the Association shall have the right to enforce all the provisions of the Restated Declaration. Such right of enforcement shall include both damages for and injunctive relief against the breach of any such provision. Any person or entity found by a court of appropriate jurisdiction to be in violation of this Restated Declaration shall be liable to the party seeking to enforce this Restated Declaration for all court costs, expenses, and reasonable attorney fees incurred in connection with the enforcement. Any violation of these covenants shall not affect the lien of any mortgage or deed of trust of any secured party.

D. Nonwaiver. The failure to enforce any provision of the Restated Declaration or other governing document of the Association at any time shall not constitute a waiver

of the right thereafter to enforce any such provision or any other provision of said restrictions.

E. Fines. Once notified of a violation, the Owner shall be entitled to an opportunity to cure the violation, per Section 209 of the Texas Property Code. In addition, the Association shall be authorized to assess fines and require all notices and other due process procedures required under Chapter 209 of the Texas Property Code. Other than as stated in this Restated Declaration, the Association procedures and fine amounts shall be defined and stated in the Fines and Enforcement Policy adopted by the Board.

F. Priority of Liens. All duties or burdens imposed upon Owners by this Restated Declaration are deemed to impose a lien and charge upon each Lot, including, but not limited to, obligations to pay maintenance fees and special assessments as described in Article VII and any maintenance expense described in Article VI, Section E. In the event of default of any of these obligations by an Owner, Declarant, its successors and assigns, shall have the right to foreclose its lien pursuant to Chapter 209 of the Texas Property Code.

G. Severability. Invalidation of any one or more of the provisions of these covenants and restrictions by judgment or court order shall in no way affect the validity of any other provision and all other provisions shall remain in full force and effect.

H. Amendment & Duration. Notwithstanding anything to the contrary contained in these covenants, conditions and restrictions, the Declarant shall have, and hereby reserves, the right at any time, to make minor deviations from the terms of this document by an instrument in writing duly signed, acknowledged, and filed for record in the office of the County Clerk of Williamson County, so long as the amendment (in the sole discretion of the Declarant) will not be inconsistent with the general, overall plan for the development of the Property. All other amendments of these covenants, conditions and restrictions shall require written approval of two-thirds (2/3) of the Lot Owners (one vote per Lot, except that unoccupied Lots owned by a Developer will have three votes per Lot), and if approved shall be evidenced by an instrument in writing duly signed by Declarant, acknowledged, and filed for record in the office of the County Clerk of Williamson County, Texas (with such instrument containing a certification by the Declarant that such amendment was approved by the Owners in compliance herewith). Owner hereby appoints Declarant as its attorney-in-fact for the purpose of effecting the provisions of this paragraph, and this power is coupled with an interest and is irrevocable. These covenants, conditions, and restrictions shall be effective for a term of thirty years (30) from the date of this Restated Declaration is recorded; provided, however, that all easements shall be perpetual. After the 30-year

period, these covenants, conditions, and restrictions shall be automatically extended for successive periods of ten years (10 yrs.) each, unless terminated by written instruments signed by the Declarant and the Owners of at least two-thirds (2/3) of the Lots comprising the Property.

I. Powers. The Association shall have powers and functions provided by applicable law, its Certificate of Formation, its Bylaws, as heretofore or hereafter amended, respectively, and such other powers as set forth herein, including without limitation, at its option, the right to maintain streets, lakes, utilities, recreational areas, hire police protection, furnish power or gas for street lighting, maintain esplanades, and other common areas; and to establish rules and regulations for the Association. The Association shall administer the Maintenance Fund as provided under Article VII herein.

J. Membership. Membership in the Association shall be mandatory based on Lot ownership. Lot ownership and membership in the Association shall be inseparable. Transfer of a Lot automatically transfers membership in the Association and all rights of the transferor with respect to the Common Areas and facilities to which Ownership of such Lot relates.

K. Future Development. If Declarant develops further acreage under a common scheme or plan of development within the Property, Declarant shall require the Owners of such Lots to be members of the Association, in accordance with this Restated Declaration, and they shall have equal voting rights therein on the same basis as the Current Lot Owners.

L. Relationship to other Phases of Twin Creek Farms. The Association will be responsible for managing the administration, maintenance, improvement, and finance of all roads and common areas and association matters solely within or applicable to previously identified Twin Creek Phase One and Twin Creek Phase Three. The Association will jointly with Phase II organization participate, administer, maintain, improve and contribute proportionally financial support for those common areas subject to the Expense Sharing Agreement. The Association will designate a primary and alternate official empowered to make joint use agreements and commit to proportional financial support as necessary to cooperate effectively and in timely manner with the other Phases of Twin Creek Farms with respect to common use and joint use issues in accordance with the Expense Sharing Agreement.

M. Petitioning for Changes to the Declaration or Association. Any member of the Association may petition for a change to the Restated Declaration (in addition to the amendment procedures set forth above) or the Association administrative procedures

or granting of a variance or a reversal or modification of a decision of the Committee if able to show by petition that 50% or more of the eligible voters of the Association agree such action should be considered. A special meeting of the Association will be called in such a situation to consider and affirm or deny the requested change(s) unless the issue can be agreed to be an agenda item for a regular annual meeting. The administrative costs of such a special meeting and process will be chargeable to the petitioner if the Association does not agree to the requested change and does not agree to absorb the cost of the special meeting. Despite any conflict with the Association's governing documents, amending these Declarations at a special or annual meeting will require a quorum of two-thirds (2/3) of Lot Owners and an affirmative vote of two-thirds (2/3) of Lot Owners (not two-thirds (2/3) of the quorum present at the meeting). Any other action taken under this paragraph will be in accordance with the Association's governing documents effective at the time.

N. Administration of the Association. The Board of Directors of the Association will establish administrative procedures, appoint officers of the Association as needed, and provide for an annual members meeting. Members will individually and as a group be entitled to see on a timely basis and review financial expenses paid by the Association and decisions rendered by the Committee and minutes of any meetings of the Association, Committee, or its officers' interactions with other Phases of the TCP community.

SECRETARY'S CERTIFICATE FOR TCF PHASE I PROPERTY OWNERS ASSOCIATION, INC.

The undersigned Secretary of TCF Phase I Property Owners Association, Inc. (the "Phase I Association"), a Texas non-profit corporation, hereby certifies that this Consolidated, Amended and Restated Declaration of Covenants, Conditions and Restrictions for Twin Creek Farms, Phase One and Twin Creek Farms, Phase Three (the "Restated Declaration") was approved by Members representing at least sixty-seven percent (67%) of the total votes allocated to Members of the Phase I Association pursuant to Section 209.0041 of the Texas Property Code and hereby ratifies, confirms and approves the terms and provisions of the foregoing Restated Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Secretary's Certificate on behalf of the Phase I Association on the 1ST day of July, 2022.

TCF Phase I Property Owners Association, Inc.

By: JOEL OSHONEY

Its: TWIN CREEK PHASE 1 POA PRESIDENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This Instrument was acknowledged before me on the 1 day of July, 2022, by Joel O'Shoney, ~~Secretary~~ President of TCF Phase I Property Owners Association, Inc., on behalf of said non-profit corporation.

CINDY JARRARD
My Notary ID # 4332350
Expires January 13, 2023

Notary Public of Texas

SECRETARY'S CERTIFICATE FOR TCF PHASE III PROPERTY OWNERS ASSOCIATION, INC.

The undersigned Secretary of TCF Phase III Property Owners Association, Inc. (the "Phase III Association"), a Texas non-profit corporation, hereby certifies that this Consolidated, Amended and Restated Declaration of Covenants, Conditions and Restrictions for Twin Creek Farms, Phase One and Twin Creek Farms, Phase Three (the "Restated Declaration") was approved by Members representing at least sixty-seven percent (67%) of the total votes allocated to Members of the Phase III Association pursuant to Section 209.0041 of the Texas Property Code and hereby ratifies, confirms and approves the terms and provisions of the foregoing Restated Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Secretary's Certificate on behalf of the Phase III Association on the 1 day of July, 2022.

TCF Phase III Property Owners Association, Inc.

By: Matt Brown

Its: PRES. Phase III

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This Instrument was acknowledged before me on the 1st day of July, 2022, by Matt Brown, ~~Secretary~~ PRES. of TCF Phase III Property Owners Association, Inc., on behalf of said non-profit corporation.

CINDY JARRARD
My Notary ID # 4332350
Expires January 13, 2023

Notary Public of Texas

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS
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Nancy E. Rister, County Clerk
Williamson County,Texas