

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dyana Limon-Mercado

Dyana Limon-Mercado, County Clerk
Travis County, Texas

Dec 04, 2023 03:25 PM Fee: \$ 138.00

2023135442

Electronically Recorded

This page is
intentionally added for
electronic file stamp.

FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR SEVEN OAKS SECTION IV

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This First Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Seven Oaks Section IV (the "**Declaration**") is made effective as of the date of recording in the Official Public Records of Travis County, Texas.

RECITALS

WHEREAS, BEE CAVE ROAD ASSOCIATES, a Californian limited partnership (the "**Declarant**") caused that instrument entitled "*Declaration of Covenants, Conditions and Restrictions for Seven Oaks Section IV*" to be recorded in the Official Public Records of Real Property of Travis County, Texas under Clerk's File No. TRV 2001218110 (the "**Original Declaration**"), which instrument subjects the real property known as Seven Oaks, Section IV, a subdivision in Travis County, Texas according to the map or plat thereof recorded under Clerk's File No. 200000181 of the Plat Records of Travis County, Texas, and Lots 1, 2, and 3 of Carriage Crossing Section Two, a subdivision in Travis County, Texas according to the map or plat thereof recorded at Book 98, Pages 143-144 of the Plat Records of Travis County, Texas (collectively, the "**Subdivision**"), to various covenants, conditions, restrictions, liens, and charges; and

WHEREAS, Section 209.0041(h) of the Texas Property Code provides the Original Declaration may be amended by a vote of sixty-seven percent (67%) of the total votes allocated to property Owners entitled to vote on the amendment to the Original Declaration; and

WHEREAS, Owners representing at least sixty-seven percent (67%) of the total votes allocated to the Owners entitled to vote on an amendment to the Original Declaration desire to amend and restate the Original Declaration and to continue the uniform plan for the improvement, development, maintenance, sale and use of the properties within the Subdivision for the benefit of present and future Owners of the Lots in the Subdivision; and

WHEREAS, upon recording in the Official Public Records of Real Property of Travis County, Texas, this Declaration shall fully amend and restate all prior restrictive covenants applicable to the Subdivision.

NOW, THEREFORE, pursuant to the approval of at least sixty-seven percent (67%) of the total votes allocated to Owners entitled to vote on an amendment to the Original Declaration, such Owners do hereby approve and adopt this First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Seven Oaks Section IV, which shall amend and restate all prior restrictive covenants applicable to the Subdivision, and the Subdivision shall be

held, sold, conveyed, and occupied subject to the following covenants, conditions, easements, restrictions, liens and charges, as same may be hereafter amended and supplemented, all of which run with the land and are binding on all parties having any right, title or interest in or to the Subdivision or any part thereof, their heirs, successors and assigns, and which shall inure to the benefit of each Owner.

ARTICLE I DEFINITIONS

Section 1.1. "Architectural Control Committee" shall mean the committee created pursuant to this Declaration to review and approve plans for the construction of Improvements upon the Property.

Section 1.2. "Architectural Control Committee Rules" shall mean the rules and regulations adopted by the Architectural Control Committee, as from time to time amended.

Section 1.3. "Association" shall mean and refer to Seven Oaks Section IV Homeowners Association, Inc., a Texas nonprofit corporation.

Section 1.4. "Board" shall mean the Board of Directors of the Association.

Section 1.5. "Builder" shall mean and refer to any residential building company, acquiring Lots for the purpose of construction and sale of homes.

Section 1.6. "Common Areas" means all real property owned in fee or held in easement, lease, or license by the Association and any improvements thereon, including real property in which it otherwise holds possessory or use rights, for the common use and enjoyment of the Owners.

Section 1.7. "Common Maintenance Areas" shall mean and refer to the Common Areas, if any, and the entrance monuments, drainage facilities, detention ponds, right-of-way landscaping, and such other areas lying within dedicated public easements or right-of-way that the Board of Directors of the Association deems it necessary or appropriate to maintain for the common benefit of the Owners.

Section 1.8. "Declaration" shall mean and refer to this First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Seven Oaks Section IV, and any amendments, annexations and supplements thereto made in accordance with its terms.

Section 1.9. "Dedictory Instruments" means each document governing the establishment, maintenance, and operation of the Subdivision, including the Declaration, the Bylaws, the Certificate of Formation/Articles of Incorporation, and similar instruments governing the administration or operation of the Association, as well as any rules, Guidelines, policies, and any supplements or amendments to such documents, enforceable by the Association.

Section 1.10. "Guidelines" means general, architectural, or builder guidelines, and application and review procedures, if any, that may set forth various standards relating to the exterior harmony of any improvements placed upon or constructed on any Lot or construction types and aesthetics. There is no limitation on the scope of amendments to the Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Guidelines less restrictive. Guidelines are enforceable by the Board.

Section 1.11. "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, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers, and any facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, including solar panels, wind turbines, or other electricity generating systems, or other utilities.

Section 1.12. "Lot" shall mean and refer to any of the plots of land indicated upon any recorded subdivision map of the Property or any part thereof creating single-family homesites, with the exception of the Common Area and areas deeded to a governmental authority or utility, together with all improvements thereon.

Section 1.13. "Member" shall mean an Owner, as defined in this Article, subject to the provisions set forth in this Declaration.

Section 1.14. "Occupant" means an Owner, resident, tenant, lessee, guest, or invitee of any Lot or residence within the Subdivision for any period of time.

Section 1.15. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any Lot, including contract seller, but excluding those having an interest merely as security for the performance of an obligation.

Section 1.16. "Plans and Specifications" shall mean the 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, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility service, and all other documentation or information relevant to such Improvement.

Section 1.17. "Property" shall mean and refer to the real property described in Exhibit "A", and such additions thereto as may be brought within the jurisdiction of the Association and be made subject to this Declaration.

Section 1.18. "Public View" means a condition, structure, item, or improvement located on a Lot that is openly visible from or by an individual standing at ground level of (i) at least one neighboring Lot (such neighboring Lot does not have to be adjoining the Lot with any such

condition, structure, item, or improvement), (ii) a Common Area, or (iii) a street.

Section 1.19. "Unit" shall mean and refer to any residential dwelling situated upon any Lot.

ARTICLE II SEVEN OAKS SECTION IV HOMEOWNERS ASSOCIATION, INC.

Section 2.1. Membership. Every record Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot. Each Owner has only one (1) membership in the Association. All duties and obligations set forth in this Declaration are the responsibility of each Member. No waiver of use of rights of enjoyment created by this Declaration relieves Members or their successors or assigns of such duties or obligations. Mandatory membership began with the execution of the Original Declaration and passes with title to the land (regardless of any method of conveyance) to any subsequent grantee, successor, or assignee of Members.

Section 2.2. Funding. Subject to the terms of this Article, each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants, and agrees to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements to the Common Areas, such assessments to be established and collected as hereinafter provided. Such assessments will remain effective for the full term (and extended term, if applicable) of this Declaration. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the successors in title of such Owner unless expressly assumed by them, in writing.

Section 2.3. Annual Assessment or Charge.

(a) Rate of Assessments. Subject to the terms of this Article, each Lot is hereby subject to a maintenance charge for the purpose of creating a fund to be designated and known as the "maintenance fund," which maintenance charge and assessment will be paid by the Owner or Owners of each such Lot in advance in monthly, quarterly, or annual installments. The rate at which each Lot will be assessed, and whether such assessment shall be payable monthly, quarterly, or annually, will be determined by the Board of Directors of the Association at least thirty (30) days in advance of each assessment period. Said rate may be adjusted from time to time by the Board of Directors as the needs of the Association may, in the judgment of the Directors, require. Each Lot shall be charged the same assessment amount. The Association shall, upon written demand and for a reasonable charge, furnish a certificate signed by an

officer of the Association setting forth whether or not the assessment has been paid for the assessment period.

(b) The Association shall have the right but not the responsibility to pursue all available remedies against such defaulting Owners, including the immediate institution of litigation to recover the unpaid assessments.

(c) Purpose of Maintenance Fund. The Association shall establish a maintenance fund composed of annual maintenance assessments and may use the proceeds of such fund for any legal purpose, including providing for normal, recurring maintenance charges for the Common Maintenance Areas for the use and benefit of all members of the Association. Such uses and benefits to be provided by the Association may include, by way of clarification and not limitation, any and all of the following: normal, recurring maintenance of the Common Maintenance Areas (including, but not limited to, mowing, edging, watering, clipping, sweeping, pruning, raking, and otherwise caring for existing landscaping and the improvements to such Common Maintenance Areas, such as sprinkler systems, provided that the Association shall have no obligation (except as expressly provided hereinafter) to make capital improvements to the Common Maintenance Areas; perpetual maintenance and enhancement for walls, grounds, landscaping, lights, irrigation and electricity for rights-of-way; maintenance of the medians, the planting of flowers and maintenance of community signage along said rights-of-way; payment of all legal and other expenses incurred in connection with the enforcement of all recorded covenants, restrictions and conditions affecting the property to which the maintenance fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment; employment of policemen and watchmen, if any, caring for vacant Lots; and doing any other thing or things necessary or desirable in the opinion of the Board of Directors of the Association to keep the Property neat and in good order, or which is considered of general benefit to the Owners or occupants of the Property, it being understood that the judgment of the Board of Directors in the expenditure of said funds and the determination of what constitutes normal, recurring maintenance shall be final and conclusive so long as such judgment is exercised in good faith. The Association shall, in addition, establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Maintenance Area. The fund shall be established and maintained out of regular annual assessments.

(d) Special Working Capital Fund, Nonrecurring Maintenance and Capital Improvements. In addition to the annual assessments authorized above, the Association may levy a special assessment applicable to that year only for the purpose of defraying, in whole or in part, (i) the cost of any nonrecurring maintenance, (ii) the acquisition, construction, reconstruction, repair or replacement of a capital improvement upon any Common Maintenance Area, including fixtures and personal property related thereto, or (iii) any unbudgeted expenses or expenses in excess of those budgeted, or unusual, infrequent expenses benefiting the Association, may be assessed. The Association shall not commingle the proceeds of such special assessment with the

maintenance fund. Such proceeds shall be used solely and exclusively to fund the nonrecurring maintenance, improvements, or expenses in question.

Section 2.4. Non-payment of Assessments; Remedies of the Association. Any assessment not paid within then (10) days after the due date shall bear interest from the due date at the highest non-usurious rate of interest allowed by Texas law from time to time. The Association shall have the authority to impose late charges to compensate for the administrative and processing costs of late payments on such terms as it may establish by duly adopted resolutions and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclosure the lien retained herein against such Owner's property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Maintenance Area or abandonment of such Owner's property.

Section 2.5. Subordinated Lien to Secure Payment. To secure the payment of the maintenance charge and assessment established hereby and to be levied on individual Lots as above provided, there is hereby reserved a lien for the benefit of the Association, said lien to be enforceable through appropriate proceedings at law or in equity by such beneficiary; provided, however, that each such lien shall be specifically made secondary, subordinate and inferior to all liens, present and future, given, granted, and created by or at the insistence and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such Lot; and further provided that as a condition precedent to any proceeding to enforce such lien upon any Lot upon which there is an outstanding valid and subsisting first mortgage lien, said beneficiary shall give the holder of such first mortgage sixty (60) days written notice of such proposed action, such notice, which shall be sent to the nearest office of the first mortgage lienholder by prepaid U.S. registered mail, to contain the statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage lienholder, the Association shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien to the particular property covered by such first mortgage lien to holder thereof. Sale or transfer of a Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale, foreclosure or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The Association shall have the right to file notices of liens in favor of such Association in the Official Public Records of Travis County, Texas.

Section 2.6. Voting Rights. Each Owner shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members, but the vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2.7. Notice and Quorum. Written notice of any meeting of the members called for the purpose of taking any action authorized herein shall be sent to all members, or

delivered to their residences, not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At any such meeting called, the presence of members or of proxies or voting representatives entitled to cast twenty five percent (25%) of the aggregate of all the votes outstanding under Section 2.6 hereof shall constitute a quorum. The Association may call as many subsequent meetings as may be required to achieve a quorum. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

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

Section 3.1. Purpose of Maintenance Fund. The Board, for the benefit of the Owners, may provide and pay for out of the maintenance fund provided for in Article II above the following:

- (a) Taxes and assessments and other liens and encumbrances which shall properly be assessed or charged against the Common Area rather than against the individual Owners, if any.
- (b) Care and preservation of the Common Maintenance Area.
- (c) The services of a professional person or management firm to manage the Association or any separate portion thereof to the extent deemed advisable by the Board and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager.
- (d) Legal and accounting services.
- (e) I A policy or policies of insurance insuring the Association against any liabilities to the public or to the Owners (and/or invitees or tenants) incident to the operation of the Association in any amount or amounts as determined by the Board of Directors, including a policy or policies of insurance as provided herein in Article IV.
- (t) Workers compensation insurance to the extent necessary to comply with any applicable laws.
- (g) Such fidelity bonds as may be required by the Bylaws or as the Board may determine to be advisable.
- (h) Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alternatives, taxes or assessments (including taxes or assessments assessed against an individual Owner) which the Board is required to obtain or

pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the enforcement of this Declaration.

Section 3.2. Powers and Duties of Board. The Board, for the benefit of the Owners, shall have the following general powers and duties, in addition to the specific powers and duties provided for herein and in the Bylaws of the Association:

(a) To execute all declarations of ownership for tax assessment purposes with regard to the Common Areas, if any, on behalf of all Owners.

(b) To enter into contacts, maintain one or more bank accounts, and generally to have all the power necessary or incidental to the operation and management of the Association.

(c) To protect or defend the Common Areas from loss or damage by suit or otherwise and to provide adequate reserves for replacements.

(d) To make reasonable rules and regulations for the operation of the Common Maintenance Areas and to amend them from time to time; provided that, any rule or regulation may be amended or repealed by an instrument in writing signed by Owners constituting a majority of the votes of the Association, or with respect to a rule applicable to less than all of the Common Areas, by the Owners in the portions affected.

(e) To make available for inspection by Owners within sixty (60) days after the end of each year and annual report and to make all books and records of the Association available for inspection by Owners at reasonable times and intervals or as required by applicable law.

(f) To adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property, and if proceeds are insufficient to repair damage or replace lost property, to assess the Owners in proportionate amounts to cover the deficiency.

(g) To enforce the provisions of any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.

(h) To collect all assessments and enforce all penalties for non-payment including the filing of liens and institution of legal proceedings.

(i) To promulgate, amend, cancel, limit, create exceptions to, and enforce rules, policies, and Guidelines, including rules and policies concerning the administration of the Subdivision, the enforcement of the Dedicatory Instruments, the use and enjoyment of the Subdivision, limitations on the use of the Common Area, establishing and setting the amount of fines for violations of the Dedicatory Instruments and all fees and costs generated in the enforcement of the Dedicatory Instruments. Such rules, policies, and Guidelines are binding upon all Owners and Occupants. The rights and remedies contained in this Article are cumulative and supplement all other rights of enforcement under applicable law.

Section 3.3. Board Powers Exclusive. The Board shall have the exclusive right to contract for all goods, services and insurance, payment of which is to be made from the maintenance fund and the exclusive right and obligation to perform the functions of the Board except as otherwise provided herein.

Section 3.4. Maintenance Contracts. The Board, on behalf of the Association, shall have full power and authority to contract with any Owner or other person or entity for the performance by the Association of services which the Board is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.

ARTICLE IV COMMON AREAS AND MAINTENANCE OF PRIVATE DRIVE

Section 4.1. Association to Hold. The Association shall own all Common Areas in fee simple and assume all maintenance obligations with respect to any Common Areas which may be hereafter established. Nothing contained herein shall create an obligation of an Association to maintain flower beds at individual Lot entries. Maintenance of such flower beds shall be the obligation of the Owner of each Lot and will not be maintained by the Association. The Association may agree to maintain detention ponds and sections of rights-of-way between curbs and fences, as determined by the Board of the Association. Each Owner is responsible for maintaining any fences, pillars, light fixtures, or lanterns installed on such Owner's Lot.

Section 4.2. Liability Insurance. From and after the date on which title to any Common Area vests in the Association, the Association shall purchase and carry a general comprehensive public liability insurance policy for the benefit of the Association and its members, covering occurrences on the Common Areas. The policy limits shall be as determined by the Board of Directors of the Association. The Association shall use its best efforts to see that such policy shall contain, if available, cross-liability endorsements or other appropriate provisions for the benefit of the members, Directors, and the management company retained by the Association (if any), insuring each against liability to each other insured as well as third parties. Any proceeds of insurance policies owned by the Association shall be received, held in a segregated account, and distributed to the Association's general operating account, members, Directors, the management company, and other insureds, as their interests may be determined.

Section 4.3. Condemnation. In the event of condemnation or a sale in lieu thereof of all or any portion of the Common Areas, the funds payable with respect thereto shall be payable to the Association and shall be used by the Association to purchase additional Common Areas to replace that which has been condemned or to take whatever steps are it deems reasonably necessary to repair or correct any damage suffered as a result of the condemnation. In the event that the Board of Directors of the Association determines that

the funds cannot be used in such a manner due to lack of available land for additional Common Areas or for whatever reason, any remaining funds may be distributed to each Owner on a pro rata basis.

Section 4.4. Maintenance of Private Drives. Within the Property, there are two private drives (herein the "Private Drives"). One extends from River Hills Drive and provides access to Lots 7, 8, 9 and 10. The other extends from Galeana Trace Cove and provides access to Lots 1, 2, and 3. The Lots that benefit from each easement "Private Drive Lots" are hereby granted an easement for ingress and egress over and across their respective Private Drives. The Owners of the Private Drive Lots that benefit from each easement shall be obligated to maintain their respective Private Drives and to pay for all repairs and maintenance of the Private Drives on an equal basis, as such costs become necessary. The obligation of the Private Drive Lot Owners shall be joint and severable, and this provision may be enforced by the Association or by one or more of the Private Drive Lot Owners. The foregoing obligation to maintain the Private Drives shall include the pavement and drainage areas. The Association shall not be responsible for any maintenance of the Private Drives, however, should the Private Drive Lot Owners fail to properly maintain the Private Drives the Association shall have the right but not the obligation to enter upon the Private Drives to make emergency repairs and to do any other work reasonably necessary for the proper maintenance and operation of the Private Drives and charge the cost of such repairs and work to the Private Drive Lot Owners. At least thirty (30) days prior to such entry, the Association shall provide all of the Private Drive Lot Owners with written notice of the Association's intent to enter a Private Drive and to make the repairs and perform maintenance. If the Association makes any repairs to a Private Drive pursuant to this section, the cost thereof shall be assessed equally to each of the Private Drive Lot Owners benefitting from that particular Private Drive, and if such amounts are not paid within 30 days after mailing of the invoice for same, then such past due amounts shall be secured by a lien on the non-paying Owner's Lot in the same manner as an assessment lien, and the Association shall have the same rights to collect such amounts as it does with assessment liens, including foreclosure of such lien.

ARTICLE V EASEMENTS

Section 5.1. Utility Easements. There are reserved in favor of the Association and its designees (which may include Travis County, the City of Austin, municipal utility districts and any utility companies) access and maintenance easements (collectively referred to as the "Access Easements") upon, across, over, and under the Subdivision to the extent reasonably necessary for the purpose of replacing, repairing, and maintaining any or all of the following which may exist now or in the future: cable television systems, Wi-Fi systems, master television antenna systems, monitoring and similar systems, roads, walkways, bicycle pathways, trail systems, wetlands, drainage systems, street lights, signage, and all utilities, including water, sewers, meter boxes, telephone, gas, and electricity (collectively the "Systems"). There are additionally reserved unto the Association and its designees an

easement for the installation of the foregoing Systems (referred to as the "Installation Easements"). Such Installation Easements are restricted in location to the Subdivision that the Association owns or within easements designated for such purposes on applicable recorded plats of the Subdivision or other Dedictory Instruments.

Notwithstanding anything contained in this Declaration to the contrary, driveways and sidewalks are not an encroachment into the Access Easements or Installation Easements; however, Owners must verify all easements affecting their Lot and obtain any necessary approval from the easement holder prior to submission of plans to the Architectural Control Committee. The Access Easement covering a Lot is limited in size to the width of the Installation Easements on the Lot.

Notwithstanding anything to the contrary in this Declaration, the Access Easements and Installation Easements do not entitle the holders of such easements to access, construct, or install any of the foregoing Systems over, under or through any existing Dwelling. Any damage to a Lot resulting from the exercise of the Access Easements or Installation Easements must promptly be repaired by, and at the expense of, the person or entity exercising the Access Easements or Installation Easements. The exercise of the Access Easements and Installation Easements may not unreasonably interfere with the use of any Lot.

Without limiting the generality of the foregoing, there are reserved for the local water supplier, electric company, internet provider, cable company and natural gas supplier easements across all the Common Areas for ingress, egress, installation, reading, replacing, repairing and maintaining all utilities, including utility meters boxes, installation equipment, water, sewers, telephone, gas, electricity, internet, service equipment, and any other device, machinery or equipment necessary for the proper functioning of the utility; however, the exercise of this easement does not extend to the unauthorized entry into the Dwelling on any Lot, except in an emergency. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Subdivision, except as may be approved by the Board.

Section 5.2. Easement for Self-Help.

"Self Help" means the authority, but not the obligation, of the Association, upon approval of not less than a majority of the Board members, to enter upon a Lot or other area that is an Owner's responsibility to maintain (such as sidewalks that may be adjacent to an Owner's Lot) and to cause to be performed any of the Owner's maintenance and repair obligations, or acts required by that Owner to bring his/her Lot or other area into compliance with the Dedictory Instruments, if the Owner fails to perform same after written demand from the Board. Except in the case of emergency situations, the Association must give the violating Owner a minimum of five (5) days written notice (calculated using the date reflected on such notice) of its intent to exercise Self Help. The Board has the sole discretion to determine whether any given situation constitutes an emergency.

In exercising its Self-Help remedy, the Association is not be subject to any liability for trespass, other tort, or damages in connection with or arising from such exercise of Self Help, nor in any way is the Association or its agent liable for any accounting or other claim for such action. The Association has the right, but not the obligation, to enter into any Lot or other area for emergency, security, and safety reasons, and to inspect for the purpose of ensuring compliance with the Dedicatory Instruments, which right may be exercised by the Association's Board, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties.

Any costs incurred by the Association in the exercise of its Self-Help remedy are the personal obligation of the person or entity who was the Owner of the Lot at the time when the Self-Help costs were incurred. The costs incurred by the Association in exercising its Self-Help remedy, which costs may include by way of illustration and not limitation, the actual costs incurred by the Association and an administrative fee set by the Board, may be charged to the subject Owner's Assessment account, and are supported by the continuing lien created in this Declaration.

Section 5.5. Drainage Easements. Easements for the installation and maintenance of utilities, stormwater retention/detention ponds, and/or a conservation area are reserved as may be shown on the recorded plat. Within these easement areas, no structure, plant, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may hinder or change the direction or flow of drainage channels or slopes in the easements. The easement area of each Lot and all improvements contained therein shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, utility company or the Association is responsible.

ARTICLE VI USE AND OCCUPANCY

All Lots and dwellings shall be used and occupied for single-family residence purposes only. No Lot or dwelling may be used for commercial, institutional, or other non-residential purposes if such use involves the attendance or entry of non-residents upon the Lot or otherwise diminishes the residential character of the Lot or neighborhood. This prohibition shall not apply to garage sales conducted with prior written consent of the Association provided that no Owner shall conduct more than one (1) garage sale of no more than two (2) days duration each during any six (6) month period or, the use of any Unit by as a model home or sales office, or the use of any Lot as a site for a construction office trailer or sales office trailer by any Builder.

ARTICLE VII PROPERTY RIGHTS

Section 7.1. Owners' Easement of Enjoyment. Every Owner shall have a right and easement in and to the Common Areas and a right and easement of ingress and egress to, from and through said Common Areas, and such easement shall be appurtenant to and shall pass with

the title to every Lot, subject to the following provisions:

(a) The right of the Association to establish and publish rules and regulations governing the use of the Common Areas affecting the welfare of Association members;

(b) The right of the Association to suspend the right of use of the Common Areas and the voting rights of any Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) The right of the Association, subject to the provisions hereof, to dedicate or transfer all or any part of the Common Areas, if any, to any public agency, authority, or utility for such purposes and subject to the conditions as may be agreed by the Association. No such dedication or transfer shall be effective unless an instrument signed by Owners entitled to cast two-thirds (2/3) of the votes of the membership has been recorded agreeing to such dedication or transfer;

(d) All easements herein described are casements appurtenant to and running with the land; they shall at all times inure to the benefit of and be binding upon the Owners, and all of their grantees, and their respective heirs, successors, personal representatives and assigns, perpetually and in full force.

Section 7.2. Effect of Declaration. Reference in any deed, mortgage, trust deed or any other recorded documents to the easements, restrictions and covenants herein described or to this Declaration shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees, or trustees of said parcels as fully and completely as if those casements, restrictions and covenants were fully related and set forth in their entirety in said documents.

Section 7.3. Rezoning Prohibited. No Lot shall be rezoned to any classification allowing commercial, institutional, or other nonresidential use without the express consent of the Board. The Association may enforce this covenant by obtaining an injunction against any unapproved rezoning at the expense of the enjoined party.

ARTICLE VIII BUILDING STANDARDS & USE RESTRICTIONS

Section 8.1. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood. Activities or conditions constituting a nuisance are incapable of exhaustive definition which will fit all cases, but they can include those activities and conditions that endanger life or health, give unreasonable offense to senses, or obstruct reasonable use of property. Those activities or conditions that cause minor or infrequent disturbances resulting from ordinary life activities within a deed restricted community are not intended to constitute

a nuisance. Whether such activity or condition constitutes a nuisance will be determined by the Board. The Board may adopt rules or policies to further define what constitutes a nuisance, as warranted.

Section 8.2. Development Activity. Notwithstanding any other provision herein, the Builders shall be entitled to conduct on the property all activities normally associated with and convenient to the development of the Property and the construction and sale of dwelling units on the Property.

Section 8.3. Temporary Structures. No structure of a temporary character, including, without limiting the generality thereof, any trailer, tent, shack, garage, barn, motor home or mobile home or other outbuilding, and no prefabricated or relocated structures, shall be used on any Lot at any time as a residence, either temporarily or permanently. These restrictions shall not be interpreted to limit the right any Builder to use trailers or outbuildings as sales offices, construction offices or material storage facilities.

Section 8.4. Signs and Picketing. No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Unit, fence or other improvements upon such Lot so as to be visible from Public View or mounted on any vehicle or trailer parked or driven in the subdivision or carried by person or by any other means displayed within the subdivision except the following:

(a) For Sale Signs. An Owner may erect one (1) sign not exceeding 2' x 3' in area, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground advertising the Property for sale.

(b) Signs. Signs or billboards may be erected by any Builder but these shall be subject to the same restrictions as (a) above.

(c) Political Signs. Pursuant to Texas Election Code §259.002 or its successor statute, political signs are approved as temporary signage on Lots for all local, state, or federal election purposes, provided that they meet the following criteria:

- i. Only one (1) sign per candidate or measure is allowed.
- ii. Maximum sign size may not exceed 4'x6'.
- iii. Signs must be ground mounted. No sign may be mounted on any exterior part of the Dwelling, garages, patios, fences, or walls.
- iv. Signs may be posted not more than ninety (90) days prior to the election date and must be removed within ten (10) days after the election date.
- v. Signs may not contain roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building,

landscaping, or nonstandard decorative component.

- vi. No sign may be attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object.
- vii. No sign may involve the painting of architectural surfaces.
- viii. No sign may threaten public health or safety or violate a law.
- ix. No sign may contain language, graphics, or any display that would be offensive to the ordinary person.
- x. No sign may be accompanied by music or other sounds or by streamers or be otherwise distracting to motorists.
- xi. Political signs are prohibited on any Common Area or facility owned by the Association, including any public or private street right of way utility easement.

In addition to the foregoing, to protect the safety and harmony of the community, no person shall engage in picketing on any Lot, easement, right-of-way or Common Area within or adjacent to the Property, nor shall any vehicle parked, stored or driven in or adjacent to the Property bear or display any signs, slogans, symbols, words or decorations intended to create controversy, invite ridicule or disparagement, or interfere in any way with the exercise of the property rights, occupancy or permitted business activities of any Owner or Declarant.

Section 8.5. Campers, Trucks, Boats, and Recreational Vehicles. Recreational vehicles, campers, vans, boats, boat trailers, and other types of non-passenger vehicles, equipment, implements or accessories may be kept on any lot preferably in a garage or screened from view. At a minimum, these items must be operable and they and the area surrounding them must be well maintained. The Architectural Control Committee has the sole responsibility to determine if these items are not stored in accordance with the desired aesthetics of the Property or are causing a nuisance..

8.6. Construction in Place. All Units constructed on the Property shall be built in place on the Lot and the use of prefabricated materials other than trusses and wall panels shall not be allowed.

Section 8.7. Unfinished. Structures. No structures shall remain unfinished for more than two (2) years after construction has commenced unless extensions are approved by the Architectural Control Committee.

Section 8.8. New Materials. Only new materials shall be utilized in constructing any structures situated upon a Lot, unless approved by the Architectural Control Committee.

Section 8.9. No Window Air Conditioning Units. No window or wall type air conditioner shall be permitted to be used, placed, or maintained on any part of the Property, unless approved in writing by the ACC.

Section 8.10. Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot except for cats, dogs, or other generally recognized household pets of a reasonable number, provided further, that no more than four (4) adult animals may be kept on a single Lot. All such animals shall be kept in strict accordance with all local laws and ordinances (including leash laws). All dog pens and/or dog runs must be a part of an exterior structure. This may be done by erecting a privacy fence or planting landscaping shrubs approved in writing by the Architectural Review Committee. Said barrier must be properly maintained and repaired or replaced as needed.

Section 8.11. Garbage, Refuse Disposal, Tall Grass, and Landscaping Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. No cans, bags, or containers or receptacles for the storing of disposal of trash, garbage, refuse, rubble, or debris shall be stored, kept placed or maintained on any Lot where visible from any street except solely for those times and locations suggested by the Disposal Service. All such containers shall be removed from Public View before the following day after pickup. Homeowners and building owners must landscape their front yards. Homeowners and building owners must maintain all landscaped/non landscaped areas of their property including portions lying within setback lines and easement areas at all times. Owners of building and vacant Lots shall be responsible for maintaining and cutting tall grass in accordance with regulations consistent with the local ordinances, or as deemed reasonably necessary by the Architectural Review Committee.

Section 8.12. Parking. No vehicles, trailers, implements or apparatus may be driven or parked in the Common Maintenance Area or on any easement unless in use for maintaining such Common Maintenance Areas.

Section 8.13. Single Family Residential Use Only; Leasing. Lots may only be used for single family residential use. The term "single family residential use," as used in this Declaration, refers not only to the architectural design of the residence but also to the permitted number of inhabitants, which is limited to a single family, as defined below. Furthermore, "single family residential use" means the use of and improvement to a Lot with no more than one (1) primary residence, and one (1) auxiliary building, designed and used for living, sleeping, cooking, and eating therein. As used in this Declaration, the term "single family residential use" specifically prohibits, without limitation, the use of a Lot for a duplex, apartment, multi-family dwelling, accessory dwelling unit, garage apartment or any other apartment or for any multi-family use, vacation rental by Owner, boarding house, "Airbnb", bed and breakfast, any business or activity requiring a Federal Firearms License or for any business, professional or other commercial activity. In no case may a Lot contain more than one (1) primary residence and one (1) guest house, casita, or similar auxiliary building. No building, improvement, Outbuilding, or portion thereof will be constructed for income property or such that Occupants would occupy less than the entire Lot. It is permitted for Owners to lease a

residence in the Subdivision, so long as Occupants are leasing the entire land and improvements comprising the Lot. No fraction or portion of any residence may be leased or rented. "Leasing", for purposes of this Declaration, is defined as occupancy of a residence for single family residential use by any person other than the Owner, for which the Owner receives any consideration or benefit, including a fee, service, gratuity, or emolument. Provided, however, "leasing", for purposes of this Declaration, does not include leases such as, by way of illustration and not limitation, "VRBO", boarding house rentals, backyard rentals, swimming pool rentals, "Swimply", "Airbnb", "Home Away", party venue rentals, bed and breakfast or other short-term rental uses, and such uses are strictly prohibited and are considered to be a prohibited business use. Leasing a residence for single family residential use will not be considered a "business" (as set forth in detail below), provided that the Owner and any other Owners with whom such Owner is affiliated do not collectively lease or offer for lease more than one (1) residence at any time. This provision does not preclude the Association or an institutional lender from leasing a residence upon taking title following foreclosure of its security interest in the residence or upon acceptance of a deed in lieu of foreclosure.

All leases must be in writing and will contain such terms as the Board may prescribe from time to time. All leases will provide that they may be terminated in the event of a violation of the Declaration or the Dedicatory Instruments by an Occupant or Occupant's family, and the Board, in its sole discretion, may require termination by the Owner and eviction of the Occupant in such event. Rental or lease of the Lot and residence will not relieve the Owner from compliance with this Declaration or the Dedicatory Instruments. No Lot may be leased for a term of less than six (6) full consecutive calendar months to the same lessee, nor may any lease be for less than the entire Lot; provided, however, the Board may adopt rules that require a longer minimum lease term than that set forth in this Declaration, and any such term will control over the minimum term set forth in this section and will not be considered a conflict with this Declaration. Single family residential use does not include a lease to tenants temporarily (less than six (6) months) or a lease in which the tenants do not intend to make the Lot and residence their primary residence. An Owner who leases their Lot assigns to the lessee for the period of the lease all of the Owner's rights to use the Common Areas and amenities located thereon.

It is not the intent of this provision to exclude from a Lot any individual who is authorized to so remain by any state or federal law. If it is found that this provision is in violation of any law, then this provision must be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

No trade or business may be conducted in or from any residence or Lot, except such use within a residence where (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the residence; (b) the business activity conforms to all governmental requirements and other Dedicatory Instruments applicable to the Subdivision; (c) the business activity does not involve visitation to the residence or Lot by clients, customers, suppliers or other business invitees or door-to-door solicitation of Occupants of the Subdivision; and (d) the business activity is consistent with the residential character and use of the Subdivision, does not constitute a nuisance or a hazardous or offensive use, and does

not threaten the security or safety of other residents of the Subdivision, as may be determined in the sole discretion of the Board. The uses set out in this 8.13 are referred to singularly or collectively as an "Incidental Business Use." At no time may an Incidental Business Use cause increased parking or traffic within the Subdivision. By way of illustration and not limitation, a day-care facility, home day-care facility, any business or activity requiring a Federal Firearms License, church, nursery, pre-school, beauty parlor, barber shop, spa service, "VRBO", or similar boarding house, "Airbnb", "Home Away", backyard rental, swimming pool rental, "Swimply", party venue rental, pet boarding service, or bed and breakfast are expressly prohibited and are not considered to be an Incidental Business Use.

The terms "business" and "trade", as used in this provision, are construed to have their ordinary, generally accepted meanings and include any occupation, work, or activity undertaken on an ongoing basis that involves the manufacture or provision of goods or services for or to persons other than the Occupant's family, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does not generate a profit; or (iii) a license is required therefor.

Section 8.14. Building Standards. No building shall be erected or maintained on any Lot unless it complies with all applicable standards, including any governmental ordinances. Only underground propane tanks are allowed.

Section 8.15. Detached Buildings. No detached accessory buildings, including, but not limited to, detached garages, storage buildings, sport court, barns, and pavilions, shall be erected, placed or constructed upon any Lot without the prior written consent of the Architectural Review Committee. Plans for separate garages, lawn tool buildings, or any storage buildings must be submitted for signed approval to the Architectural Review Committee with a complete drawing showing it is within the setback lines before any construction on said building is begun. Any detached building must match the exterior of the main residence. Buildings connected to the main residence by a breezeway are considered to be detached.

Section 8.16. Fences. All fencing which is presently in place can only be replaced with identical fencing. No fence, wall or hedge shall be erected or maintained on any Lot nearer to the street than the building setback lines for the front yard. Side yard fences may be erected along the side property lines of the Lots. All fences seen from the street shall be constructed of materials the same as the existing fences, except for retaining walls or decorative walls approved by the Architectural Control Committee. No chain-link, metal cloth or agricultural fences may be built or maintained on any Lot, except by approval of Architectural Review Committee and all chain link fences shall be coated with black or hunter green vinyl material. No existing fences shall be replaced without the approval of the Architectural Review Committee. Steel/iron fences shall be on 8-foot centers and columns shall be 32 inches square.

Section 8.17. Antennae & Satellite Dishes. No exterior antenna, aerial, satellite dish, or other apparatus for the reception of television, radio, satellite, or other signals of any kind may be placed, erected, or maintained on a Lot if visible from Public View, unless it is impossible to

receive an acceptable quality signal from any other location. In that event, the receiving device may be placed in the least visible location where reception of an acceptable quality signal may be received. The Board may require painting or screening of the receiving device if painting or screening does not substantially interfere with an acceptable quality signal. In no event are the following devices permitted: (i) satellite dishes which are larger than one (1) meter in diameter; (ii) broadcast antenna masts which exceed the height of the center ridge of the roofline; and (iii) MMDS antenna masts which exceed the height of twelve feet (12') above the center ridge of the roofline. No exterior antenna, aerial, satellite dish, or other apparatus which transmits television, radio, satellite, or other signals of any kind are permitted on a Lot. This section is intended to comply with the Telecommunications Act of 1996 (the "Act"), as the Act may be amended from time to time, and FCC regulations promulgated under the Act. This section must be interpreted to be as restrictive as possible while not violating the Act or FCC regulations. The Board may promulgate Guidelines which further define, restrict, or address the placement and screening of receiving devices and masts, provided such Guidelines comply with the Act and applicable FCC regulations.

Section 8.18. Exterior Finish. All exterior walls of all dwellings, garages and approved accessory buildings shall be completely finished with stucco, brick (accent only), stone, hardy-plank siding or other material acceptable to the Architectural Control Committee. No unpainted concrete block surfaces shall be visible on any exterior wall. The exterior walls, including all floors, of the main residence building constructed on any Lot shall be composed of one hundred percent (100%) masonry, said percentage to apply to the aggregate area of all exterior walls. Masonry includes stucco, brick, and stone. Notwithstanding the foregoing, brick or wood may be used as accent pieces approved by the Architectural Review Committee and the Architectural Review Committee is empowered to waive this restriction if, in its sole discretion, such waiver is advisable in order to accommodate a unique or advanced building concept, design, or materials, and the resulting structure will not detract from the general appearance of the neighborhood.

Section 8.19. Chimneys. All fireplace flues, smokestacks, and spark arrestors shall be completely enclosed and concealed from Public View in finished chimneys of materials architecturally compatible with the principal finish material of the exterior walls of the dwelling or otherwise approved by the Architectural Control Committee.

Section 8.20. Clothes Hanging Devices. Exterior clothes hanging devices shall not be permitted.

Section 8.21. Limitation on Square Feet. The minimum square footage of units erected on the Lots, exclusive of open porches and/or garages, shall be not less than 3,500 square feet for 1 story houses only. All 2-story houses must have a total square feet of 4,000. The first floor of a 2-story house, exclusive of open porches and/or garages shall be not less than 3,000 square feet.

Section 8.22. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying, or mining operation of any kind shall be permitted upon or in any Lot,

nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for gas, oil or natural gas shall be erected, maintained, or permitted upon any Lot. No tank for the storage of oil or other fluids may be maintained on any of the Lots above the surface of the ground.

Section 8.23. Garages. An enclosed garage able to accommodate at least three (3) automobiles must be constructed and maintained for each residence. The openings of such garages must be situated within the setback lines set out in Section 8.23 below. If the garage is detached from the house, it shall be set a minimum distance of five feet (5') from the rear Lot line. All detached garages must match the exterior of the main residence. Thus, it must be one hundred percent (100%) masonry, have the same roof, exterior paint color, and the same masonry product. Garage doors can be finished with wood. Garages may be used as a Builder's sales office prior to permanent occupancy. Detached garages may not exceed a height of eighteen feet (18' at the highest ridge point of the roof measured from the existing ground unless prior written approval is obtained from the Architectural Control Committee. With the exception of periods when garages are used by a Builder as sales offices, all garages shall be maintained for the storage of automobiles, and no garage may be enclosed or otherwise used for habitation.

Section 8.24. Roof. Unless otherwise approved in advance in writing by the Architectural Control Committee, all exposed roof surfaces of each Unit shall be a shade of gray or earth tones. The Architectural Control Committee shall have the authority to approve roof treatments, roof pitches, and materials when in its determination such treatments, roof pitches, and materials, in the form utilized, will not be a detriment to the quality of the neighborhood.

Section 8.25. Setback Lines. All buildings or other structures (except fences), permanent or temporary, habitable, or uninhabitable, must be constructed, placed, and maintained in conformity with setback lines imposed in the record plat of the Subdivision. The eaves, steps and porches of buildings shall not be deemed to be a part of a building or structure for the purpose of this covenant.

Section 8.26. Athletic and Recreational Facilities. Outdoor athletic and recreational facilities such as basketball goals, batting cages, swing sets and sport courts of either a permanent or temporary nature may be placed only between the rear property line of the Lot and the back of the Unit constructed thereon. Tennis court lighting and fencing shall be allowed only with the approval of the Architectural Control Committee.

Section 8.27. Water and Sewage Systems. Individual septic systems are permitted, subject to approval of the Architectural Control Committee. An application to install an individual waste supply or septic system must clearly identify the proposed installation location and be submitted with the original building plans. All septic systems must be properly monitored and maintained. Individual water wells for household irrigation use must be approved by the Architectural Control Committee. The submission must clearly identify the proposed location of the well on a plat map and proof of obtaining the appropriate permitting

is required.

Section 8.28. Windows and Window Treatment. No aluminum foil, reflective film or similar treatment shall be placed on windows or glass doors. All windows shall be double pane with low-e ratings.

Section 8.29. Subdividing. No Lot shall be further divided or subdivided, and no easements or other interests therein less than the whole shall be conveyed by the Owner thereof without the prior written approval of the Board.

Section 8.30. Construction of Improvements. No Improvements shall hereafter be constructed upon any of the Property without the prior written approval of the Architectural Control Committee. The submittal to the Architectural Review committee must include a plot plan which shows the placement of the structure on the property and any easements. Samples of roof and paint colors shall be delivered with the floor plans along with the current submittal fee set by the Board, in its sole and absolute discretion. The proposed plans will be deemed denied within 30 days unless approval is issued by the Architectural Control Committee within that period. The Architectural Control Committee's review may include the floor plan and elevations for the proposed residence, and upon the Architectural Control Committee's approval of such floor plan, residences must be constructed materially consistent with the approved floor plan without the requirement of further review or approval by the Committee, anything herein to the contrary notwithstanding.

Section 8.31. Repair of Buildings. All Improvements upon any of the Property shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner thereof.

Section 8.32. Hazardous Activities. No activities shall be conducted on the Property and no Improvements shall be constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Property, and no open fires shall be lighted or permitted except within safe and well-designated interior fireplaces or within barbecue units while attended and in use for cooking purposes.

Section 8.33. Composite Building Site. Any Owner of one or more adjoining Lots may consolidate such Lots into one single-family residence site and may place or construct Improvements on such site with the prior written approval of the Architectural Control Committee. In cases of such consolidation of Lots, setback lines shall be measured from the two side Lot lines existing after consolidation, rather than from the Lot lines shown on the Plat. The Owner may not thereafter resub divide the consolidated Lots without the prior written approval of the Board.

Section 8.34. Special Allowance for Lot 2-A. Notwithstanding any provision to the contrary in this Declaration, Lot 2-A shall be subject to the following allowance:

1. Up to 6 horses shall be permitted on Lot 2-A.

2. All horse barns, outbuildings, and hay sheds on the Carriage Crossing Lots shall be constructed of exteriors of stone, stucco, or lap cedar. All cedar shall be stained with "Ready Seal" stain and sealer for wood surfaces OS-01SB "medium brown."

3. Electro braid fencing may be used for fencing the perimeter of the Carriage Crossing Lots.

4. All barns and paddocks on the Carriage Crossing Lots shall be kept clean and maintained by the Owner to minimize odor.

5. To the extent there is a conflict between the provisions of this Section and any other Section of the Declaration, the provisions of this Section shall control.

ARTICLE IX ARCHITECTURAL CONTROL COMMITTEE

Section 9.1. Membership. The Architectural Control Committee shall consist of not more than three (3) voting members (the "Voting Members"). The members may also be Board members.

Section 9.2. Action by Architectural control Committee. Items presented to the Architectural Control Committee shall be decided by a majority vote of the Voting Members. The Architectural Control Committee may appoint an agent to act on behalf of the Architectural Control Committee, and the Architectural Control Committee may delegate any duties, powers and/or functions to the agent. Any such appointment and delegation shall be in writing.

Section 9.3. Term. Each Voting Member shall hold office until such time as he or she has resigned or has been removed or his or her successor has been appointed, as provided herein.

Section 9.4. Adoption of Rules. The Architectural Control Committee may adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties, including but not limited to a building code, a fire code, a housing code, architectural guidelines, landscaping guidelines, and other similar codes or guidelines as it may deem necessary and desirable.

Section 9.5. Review of Proposed Construction. The Architectural Control Committee shall have the right whenever its approval is required under this Declaration to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts and information which in its sole discretion are relevant. Except as otherwise specifically provided herein, prior to the commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specifications therefore shall be submitted to the Architectural Control Committee, and construction thereof may not commence unless and until the Architectural Control Committee has approved such Plans and Specifications in writing.

There shall be no material revisions made to the approved plans without resubmittal to and approval by the Architectural Control Committee of the revised plans. The Architectural Control Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration, and perform such other duties assigned to it by this Declaration or from time to time assigned to it by the Board, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the Architectural Control Committee. The Architectural Control Committee may postpone review of any Plans and Specifications submitted for approval pending its receipt of any information or document deemed necessary by it. The Architectural Control Committee shall have the authority to disapprove any proposed Improvement based upon this Declaration, and the decision of the Architectural Control Committees shall be final and binding so long as it is made in good faith. The Architectural Control Committee shall not be responsible for reviewing any proposed Improvement, nor shall its approval of any Plans or Specifications be deemed approval hereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

Section 9.6. Variance. The Architectural Control Committee may grant variances from compliance with any of the provisions of this Declaration when, in its opinion and in its sole and absolute discretion, such variance will not impair or detract from the high development of the Property and/or is justified due to aesthetic considerations or unusual circumstances. All variances must be evidenced by a written instrument in recordable form and must be signed by a majority of the ACC. The granting of such variance shall not operate to waive or amend any of the terms and provisions of this Declaration applicable to the Lots for any purpose except as to the particular property and the particular matter covered by the variance, and such variance shall not be considered to establish a precedent or future waiver, modification or amendment of the terms and provisions hereof. All improvements existing as of the date of this Declaration are considered to be approved in their current form and location.

Section 9.7. Actions of the Architectural Control Committee. The Architectural Control Committee may, by resolution unanimously adopted in writing, designate any of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Architectural Control Committee. In the absence of such designation, the vote of a majority of all Voting Members, which may be taken without a meeting, shall constitute an act of the Architectural Control Committee.

Section 9.8. No Waiver of Future Approvals. The approval or consent of the Architectural Control Committee to any Plans and Specifications shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications or other matter whatever subsequently or additionally submitted for approval or consent by the same or a different Person.

Section 9.9. Work in Progress. At its option, the Architectural Control Committee may inspect any work in progress to ensure compliance with approved Plans and Specifications.

Section 9.10. Nonliability of Architectural Control Committee Members. Neither the

Architectural Control Committee nor any member thereof nor the Board nor any member thereof shall be liable to the Association or to any Owner or to any other Person for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Control Committee's or Board's respective duties under this Declaration, unless due to the willful misconduct or bad faith of such Person. Neither the Architectural Control Committee nor any member thereof shall be liable to any Owner due to the construction of any Improvement within the Property.

Section 9.11. Address. Plans and Specifications shall be submitted to the Architectural Control Committee c/o the President of The Association.

ARTICLE X GENERAL

Section 10.1. Remedies. In the event of any default by any Owner under the provisions of the Declaration, Bylaws or rules and regulations of the Association, the Association and any Owner shall have each and all of the rights and remedies which may be provided for in this Declaration, the Bylaws and said rules and regulations, and those which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Lot and ownership interest of such Owner, or for damages or injunction, or specific performance, or for judgment for the payment of the money and collection thereof or for any combination of the remedies, or for any other relief. No remedies herein provided or available at law or in equity shall be deemed mutually exclusive of any other such remedy. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorney's fees and other fees and expenses, and all damaged liquidated or otherwise, together with interest thereon at the maximum rate permitted by law but, with reference to any Lots financed by FHA insured loans, not in excess of the maximum rate of FHA loans at the time of delinquency, from the due date until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed part of respective maintenance assessment (to the same extent as the lien provided herein for unpaid assessments), upon the Lot and upon all of his additions and improvements thereto, and upon all his personal property upon the Lot Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or any Owner.

Section 10.2. Term and Amendments. The covenants and restrictions of this Declaration shall run with and bind the land until December 31, 2032, at which time they shall be automatically extended for successive periods of ten (10) years, unless sixty-seven percent (67%) of the votes outstanding shall have voted to terminate the covenants and restrictions of this Declaration upon the expiration of the initial thirty (30) year period or any extension thereof which termination shall be by written instrument signed by sixty seven percent (67%) of the Owners and properly recorded in Travis County, Texas. This Declaration may be amended by

an instrument signed by the holders of not less than sixty-seven percent (67%) of the votes outstanding. Any amendment must be recorded. To the extent required by applicable regulations promulgated by the FHA or VA, amendments shall be subject to prior approval by FHA or VA if any Lot within the Property is encumbered by an FHA or VA mortgage loan.

Section 10.3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 10.4. Rights and Obligations. The provisions of this Declaration and the Articles of Incorporation and Bylaws and rights and obligations established thereby shall be deemed to be covenants running with the land and shall inure to the benefit of, and be binding upon, each and all of the Owners and their respective heirs, representatives, successors, assigns, purchasers, grantees and mortgagees. By the recording or the acceptance of a deed conveying a Lot of any ownership interest in the Lot whatsoever, the person to whom such Lot or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration and the Articles of Incorporation and Bylaws, whether or not mention thereof is made in said deed.

Section 10.5. Miscellaneous Provisions. Any provisions of this Declaration or of the Articles of Incorporation and Bylaws to the contrary notwithstanding, the following provisions shall control:

(a) FHA/VA Approval. If any prospective Owner applies for FHA or VA mortgage financing and receives a commitment therefor, then, to the extent required by applicable regulations promulgated by the FHA or the VA, the following actions will require approval of the FHA and the VA as applicable: (1) addition to properties except as set forth in Article IX, (2) mortgaging or dedication of Common Areas, (3) amendment of this Declaration or the Articles of Incorporation or Bylaws of the Association, and (4) dissolution of the Association.

(b) All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa.

Section 10.6. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

Section 10.7. Conflicts. In the event of conflict between the terms of this Declaration and the Bylaws, rules, regulations or Articles of Incorporation of the Association, this Declaration shall control.

Section 10.8. Partial Invalidity. The invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Section 10.9. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration is deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing. If emailed, the notice is deemed to have been properly sent as of the date and time shown on a confirmation that the email was successfully transmitted. Owners are required to notify the Association in writing of their current address if other than the physical address of the Lot. If an Owner fails to notify the Association of his/her current address, the Association may use the address of the Lot as the current address. If an Owner leases the property, he must supply the name of the Occupant present upon the execution of any lease.

Section 10.10. Security. THE ASSOCIATION (INCLUDING ITS DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, AGENTS, AND ATTORNEYS) IS NOT AN INSURER OR GUARANTOR OF SECURITY WITHIN THE SUBDIVISION. THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, AND EMPLOYEES ARE NOT LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. EACH OWNER AND OCCUPANT OF A LOT ACKNOWLEDGES THAT THE ENTRY GATES, IF ANY, ARE SOLELY FOR ACCESS CONTROL PURPOSES AND ARE NOT FOR SECURITY PURPOSES. EACH OWNER AND OCCUPANT OF ANY LOT, AS APPLICABLE, ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS, OFFICERS, MANAGERS, AGENTS, AND EMPLOYEES DO NOT REPRESENT OR WARRANT THAT ANY ENTRY GATE, FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED.

EACH OWNER AND OCCUPANT OF ANY LOT, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY DWELLING, OR OWNER OR USER OF AN IMPROVEMENT, ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO DWELLINGS AND IMPROVEMENTS AND TO THE CONTENTS OF DWELLINGS AND IMPROVEMENTS, AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER OR OCCUPANT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE SUBDIVISION.

Section 10.11 Occupants Bound. All provisions of the Dedicatory Instruments applicable to the Subdivision and Owners, also apply to all Occupants of any Lot or Dwelling.

Each Owner must cause all Occupants of their Lot to comply with the Dedicatory Instruments, and each Owner is responsible for all violations, losses, and damages caused by an Occupant of the Owner's Lot, notwithstanding the fact that such Occupant is jointly and severally liable and may be sanctioned for any violation. In addition to all other remedies available to the Association in the event of a violation by an Occupant, the Association may require that the Occupant be removed from and not be allowed to return to the Subdivision or that any lease, agreement, or permission given allowing the Occupant to be present be terminated.

Section 10.12. Transfer of Title: Any Owner desiring to sell or otherwise transfer title to their Lot must give the Board at least seven (7) days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. The person transferring title is jointly and severally responsible with the person accepting title for all obligations of the Owner, including Assessment obligations, until the date upon which the Board receives such notice, notwithstanding the transfer of title.

Section 10.13. Resale Certificate: No Owner may transfer title to a Lot, together with the improvements thereon, until he or she has requested and obtained a resale certificate signed by a representative of the Association as described in Chapter 207 of the Texas Property Code, or its successor statute, indicating, in addition to all other matters described in Chapter 207, the information required in Section 5.012 of the Texas Property Code ("**Resale Certificate**"). In accordance with Chapter 207 of the Texas Property Code, as same may be amended from time to time, the Association may charge a reasonable fee, not to exceed the maximum rate allowed by law (\$375.00 as of the date this Declaration is recorded), to prepare, assemble, copy, and deliver a Resale Certificate and accompanying information and any update to a Resale Certificate, which charge is supported by the lien created in this Declaration.

[SIGNATURE PAGE FOLLOWS]

CERTIFICATION

I, the undersigned, do hereby certify:

That I am a Director of Seven Oaks Section IV Homeowners Association, Inc., a Texas nonprofit corporation.

That this instrument constitutes the First Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Seven Oaks Section IV, and has been adopted by the affirmative vote of at least sixty-seven percent (67%) of the total votes allocated to the Owners entitled to vote on an amendment to the Original Declaration.

IN WITNESS WHEREOF, the undersigned representative has executed this Declaration this 1st day of December, 2023.

SEVEN OAKS SECTION IV HOMEOWNERS
ASSOCIATION, INC.

By: *Elizabeth D. Raiford*
Print Name: Elizabeth Raiford
Title: President

STATE OF TEXAS §
COUNTY OF TRANS §

BEFORE ME, the undersigned authority, on this day personally appeared ELIZABETH RAIFORD the PRESIDENT of Seven Oaks Section IV Homeowners Association, a Texas corporation, known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes expressed in this Declaration and in the capacity expressed above.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1st day of DECEMBER, 2023.

[Signature]
Notary Public - State of Texas

