

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WESTERN WAY SUBDIVISION**

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

This Amended and Restated Declaration is made on the date hereinafter set forth by F4 Land Investments, LLC, a Texas limited liability company, duly authorized to do business in the State of Texas, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of that certain Tract of land known as Western Way Subdivision, being a Subdivision situated in Wilson County, Texas according to the plat ("Plat") of Western Way Subdivision, recorded in the office of the County Clerk of Wilson County, Texas on the 25th day of May, 2019, after having been approved as provided by law, and being recorded in Volume 12, Page 49, in the records of plats of Wilson County, Texas (hereinafter referred to as the "Properties" or the "Subdivision"); and

WHEREAS, it is the desire of Developer to place certain restrictions, easements, covenants, conditions, stipulations and reservations (herein sometimes referred to as the "Restrictions") upon and against such Property in order to establish a uniform plan for the development, improvement and sale of the Property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of Lots in said Subdivision;

WHEREAS, Developer previously filed that certain Declaration of Covenants, Conditions and Restrictions and Property Owners Association [for] Western Way Subdivision, recorded at Volume 2104, Page 273, Official Public Records of Wilson County, Texas (hereinafter "the Declaration"); and,

WHEREAS, Developer desires to entirely remove and replace the Declaration with a new set of restrictions, covenants and conditions

NOW, THEREFORE, Developer hereby adopts, establishes and imposes upon, Western Way Subdivision, and declares the following reservations, easements, restrictions, covenants, and conditions, applicable thereto, all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of said Property, which Restrictions shall run with said Property and title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof, and which shall completely supersede, replace and render void the Declaration, to-wit:

ARTICLE I
DEFINITIONS

Section 1.01 "Properties" shall mean and refer to Western Way Subdivision, as shown by the plat thereof recorded in the Plat Records of Wilson County, Texas, subject to the Reservations set forth herein and/or in the Subdivision Plats, and any additional properties made subject to the terms hereof, pursuant to the provisions set forth herein.

Section 1.02 "Builders" shall mean and refer to persons or entities that purchase Lots and build speculative or custom homes thereon for third party purchasers.

Section 1.03 "Contractor" shall mean and refer to the person or entity with whom an Owner contracts to construct a residential dwelling on such Owner's Lot in the Subdivision.

Section 1.04 "Developer" The term "Developer" shall mean, F4 Land Investments, LLC, as well as any other person or entity who is a successor to F4 Land Investments, LLC, or who shall have had their rights or duties as Developer assigned to them.

Section 1.05 "Lot" shall mean and refer to any plot of land identified as a Lot or home site on the plat of the Subdivision.

Section 1.06 "Owner" shall mean and refer to the record owner, (which shall include any purchaser under contract with the Texas Veterans Land Board) whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, including (i) contract sellers, but excluding those having such interest merely as security for the performance of an obligation and those who have only an interest in the mineral estate, (ii) Developer (except as otherwise provided herein,) and (iii) Builders.

Section 1.07 "Drainage Area" shall mean any property described as Drainage Easement or Detention Pond as depicted on the Western Way Subdivision plat. Such areas include but are not limited to detention ponds, detention tanks, and other drainage easements or structures (other than bar ditches).

ARTICLE II
RESERVATIONS, EXCEPTIONS AND DEDICATIONS

Section 2.01 Recorded Subdivision Map of the Property. The plat ("Plat") of the Subdivision dedicates to the Public for use as such, subject to the limitations as set forth therein, the roads, streets and easements shown thereon. The Plat further establishes certain reservations, exceptions and dedications applicable to the Property. All dedications, restrictions and reservations created herein or shown on the Plat, re-plats or amendments of the Plat of the Subdivision recorded or hereafter recorded shall be construed as being included in each contract, deed, or conveyance executed or to be executed by or on behalf of Developer, conveying said Property or any part thereof whether specifically referred to therein or not.

Section 2.02 Easements. Developer reserves the non-exclusive right to use the utility easements and rights-of-way shown on the Plat or that have been or hereafter may be created by separate instrument recorded in the Real Property Records of Wilson County, Texas, for the purpose of constructing, maintaining and repairing a system or systems of water, electric lighting, electric power, telegraph and telephone line or lines, storm surface or underground drainage, cable television, or any other utility the Developer sees fit to install in, across and/or under the Property. All utility easements in the Subdivision may be used for the construction of drainage swales in order to provide for improved surface drainage of the Property. Should any utility company furnishing a service covered by the general easements herein provided request a specific easement by separate recordable document, Developer, without the joinder of any other Owner, shall have the right to grant such easement on said Property without conflicting with the terms hereof. Any utility company serving the Subdivision shall have the right to enter upon any utility easement for the purpose of installation, repair and maintenance of their respective facilities. Nothing contained herein shall impose any obligation on Developer to construct or maintain any utilities. Neither Developer nor any utility company, political Subdivision or other authorized entity using the easements herein referred to shall be liable for any damages done by them or their assigns, agents, employees, or servants, to fences, shrubbery, trees and lawns or any other property of the Owner on the property covered by said easements.

Section 2.03 Title Subject to Easements. It is expressly agreed and understood that the title conveyed by Developer to any of the Lots shall be subject to any easement affecting same for roadways or drainage, water system, electric lighting, electric power, telegraph or telephone purposes and other easements and matters shown on the Plat or hereafter granted affecting the Lots, whether or not specifically mentioned in the conveyance. The Owners of the respective Lots shall not be deemed to own pipes, wires, conduits or other service lines running through their Lots which are utilized for or service other Lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his Lot.

Section 2.04 Utility Easements.

(a) Utility easements have been dedicated in accordance with the Plat as shown on the Plat.

(b) No building shall be located over, under, upon or across any portion of any utility easement. The Owner of each Lot shall have the right to construct, keep and maintain concrete drives, fences, and similar improvements across any utility easement, and shall be entitled to cross such easements at all times for purposes of gaining access to and from such Lots, provided, however, any concrete drive, fence or similar improvement placed upon such Utility Easement by the Owner shall be constructed, maintained and used at Owner's risk and, as such, the Owner of each Lot subject to said Utility Easements shall be responsible for (i) any and all repairs to the concrete drives, fences and similar improvements which cross or are located upon such Utility Easements and (ii) repairing any damage to said improvements caused by a Utility District or any public utility in the course of installing, operating, maintaining, repairing, or removing its facilities located within the Utility Easements.

(c) In the event that a single owner shall own two or more adjacent Lots used as a single building site, then the 15' Utility Easement along the interior and common Lot lines shall be considered vacated so long as no utilities have been previously installed therein. However, in the event that one such Lot shall thereafter be conveyed to any third party, the interior Utility easements along such interior and common Lot line shall again burden both such Lots.

Section 2.05 General Drainage Easements. The Plat generally dedicates a twenty foot (20") wide drainage, and embankment/backslope easement adjacent to all street right-of- ways lines. The Plat further dedicates fifteen foot (15') wide Drainage Easements along the rear lot lines of Lots 3-9 and 11-17, as shown on the Plat. The Detention Pond Lots, have 100' wide Drainage Easements for the Detention Ponds to be built on, as shown on the Plat and as further described in Section 2.06 below. There is also dedicated on the Plat a fifteen (15') Drainage Easement along the side lot line of Lot 2 adjacent to Lot 3 and the side lot line of Lot 18 adjacent to Lot 17. Except as provided in Section 2.06 below, Property owners are responsible to mow and maintain the Drainage Easements on their property (with the exception of the Detention Ponds which the Association shall mow and maintain) and the Owners may not utilize these easements for any purpose detrimental to their intended use (i.e. no fences that would obstruct the flow of water, shrubbery, structures or septic tank drain fields). Any drainage improvements installed by the Developer, or its successors or assigns in a Drainage Easement or elsewhere on the Property cannot be altered or blocked in any manner whatsoever. The Association shall have the right but not the obligation to mow and maintain the 15' Drainage Easements if the Owner does not do so and ingress and egress easements are granted to the Association on and across such easements for the purpose of maintain the Drainage Easements. Reasonable charges for maintaining the 15' Drainage Easements the Owners are responsible for may be charged the Owner if the Owner does not mow and maintain same and the Association has to do so in its reasonable discretion.

Section 2.06 Detention Pond Lots. As shown on the Plat, Lots 1 and 2 and Lots 18 and 19 have Drainage Easements dedicated along the rear of said Lots for the location of Detention Ponds. Also, Lot 2 and Lot 18 have a Drainage Easement fifteen (15') in width, adjacent to the most southerly side lot lines of said lots as shown on the Plat. These dedicated Drainage Easements shall include an easement for the right of ingress and egress for the Owner's Association to enter upon said lots to inspect, maintain and repair the Detention Ponds. The Owner's Association shall have the obligation to maintain and repair the Detention Ponds located in the Drainage Easements so that they serve the function for which they are intended. The Owner's Association shall mow the Detention Pond locations and shall have the right to mow and maintain the Drainage Easements adjacent to the side lot lines of each of Lots 2 and 18 if same are not mowed and maintained by the Owner of the Lot. No owner may build anything across the 15' Drainage Easements described in this paragraph and on the side lot lines of Lots 2 and 18 and each of same shall be kept free of impediments to the free access to same by the Owners Association and its agents and contractors in executing its obligations to maintain said Detention Ponds and Drainage Easements. Fences that do not impede the natural flow of water are allowed on the 15' Drainage Easements on the back of each lot. Such fences include but are not limited to wire mesh fences, and other fences which allow the free flow of water. Wooden fences are not allowed to cross any Drainage Easement. No fences or improvements of any kind are allowed across or on the Detention Ponds.

Section 2.06 One Foot No Access Easement. There is hereby dedicated a "One Foot No Access Easement" along the entire northeast line of the Subdivision adjacent to the FM 3432 Right of Way, except for the street called Western Way, as shown on the Western Way Subdivision Plat. The "One Foot No Access Easement" may not be crossed for the purpose of accessing adjacent properties. The "One Foot No Access Easement" is a requirement of the Texas Department of

Transportation and may not be released except by said Department subject to the approval of the Association.

ARTICLE III USE RESTRICTIONS

Section 3.01 Single Family Residential Construction. The Property may be used exclusively for single family residential purposes except as otherwise set forth herein. No building shall be constructed on any Lot other than one single family residential dwelling with a detached or attached garage or carport, except as otherwise specifically set forth herein. In addition to the primary residence, there may be constructed either (a) one garage apartment as part of the garage or (b) one guest house, so long as such guest house is attached to the primary residence by a common roof (including a roof over an open breezeway). There may be only one garage apartment or one connected guesthouse, but not both. There may also be constructed workshops, barns, and outbuildings so long as they are of good construction, and kept in good repair, and are not used for temporary or permanent residential purposes. Any pre-existing outbuildings, barns or similar improvements may continue to remain on the property. All plans and specifications for residential dwellings and other structural improvements must be approved in writing by Developer its successors or assigns, prior to being constructed. The term "dwelling" does not include single-wide, double-wide or multi-section manufactured homes, and said manufactured homes are not permitted within this Subdivision. Any single story residential dwelling must have at least 1,800 square feet of living area, and any multiple story residential dwelling must have at least 2,000 square feet of living area, with at least 1,000 square feet included within the first story. All porches, garages, guest dwellings, and outbuildings are excluded from the definition of living area and will not be considered in determining compliance with the minimum square footage requirements set forth above. All dwellings and outbuildings must be constructed with new materials, except that used brick, stone, wooden beams, and doors may be used for antique effect if such use is appropriate for the structure and does not detract from the appearance of the structure or the subdivision. All residential dwellings must be site built and constructed upon a monolithic full concrete slab foundation, more specifically, no concrete pier, beam or similar structure may be used as a foundation. No modular homes may be located on a Lot. No residential dwellings constructed in whole or in part off of a Lot and assembled on the Lot may be located on a Lot. Each residence must have a minimum of seventy-five percent (75%) brick, rock or stucco construction on exterior walls ("masonry requirement"). Hardi-plank and similar cementitious siding products may not be counted towards the 75% masonry requirement.

No dwellings or structures commonly known as "barndominiums" may be located on a Lot. The Architectural Control Committee shall have the exclusive right to make the determination if any building or proposed building is a barndominium and their decision regarding same will be final and non-appealable.

Any building, structure or improvement commenced on any Lot shall be completed as to exterior finish and appearance within six (6) months from commencement date. The above said period may not be extended without the express written consent of the Developer, its successors or assigns. During construction of a residence, it is required that there be a construction dumpster for container storage of trash and building construction debris, and a portable construction toilet for construction

workers. Both dumpster and construction toilet must be removed immediately upon completion of construction. As used herein, the term "single family residential dwelling purposes" shall be construed to prohibit mobile homes or trailers being placed on said Lots, or the use of said Lots for duplex houses, four-plexes, condominiums, or apartment houses. It is specifically agreed that Lot Owners shall not excavate, remove or sell the soil, nor cut, sell or remove timber other than as necessary for the construction of residential and associated improvements upon the property and as may be necessary for the reasonable use, upkeep and maintenance of the property. No residence shall be occupied even on a temporary basis until water service is connected and an approved private sewage disposal system is installed. Mail will be delivered to and placed in multi-unit cluster boxes (NDCBU). Each Lot owner must contact the U.S. Post Office for mail service.

Section 3.02 Lot Lines / Setbacks. No building of any kind shall be located on any Lot nearer than fifteen (15') feet to the side or rear property line, or nearer than thirty-five (35') feet from front property line facing any public road. The Developer reserves the right to grant exceptions to the setback lines except for existing utility easements shown on the plat and upon filing notice of such exception for record in the real property records of Wilson County, Texas, the setbacks in such exception shall supersede and replace the setbacks established in the Subdivision plat. "Rear and side Lot lines", respectively, as used in this paragraph, in respect to any two or more contiguous whole Lots owned by the same owner and used as a single building site, shall mean, respectively, the outermost rear Lot lines and side Lot lines considering said contiguous whole Lots as one Lot. However, in the event that a single owner shall own two or more adjacent Lots, and shall thereafter convey one to any third party, the interior Lot lines between the Lots then owned by separated owners shall be burdened by the setback lines described herein. All dwellings placed on a Lot must be equipped with septic tank or other sewage disposal system meeting all applicable laws, rules, standards, and specifications, and all such dwellings must be served with water and electricity. No fencing or other structures that will interfere with adequate drainage flow may be placed on or across property lines.

Section 3.03 Use of Temporary Structures. No structure of a temporary character, whether trailer, recreational vehicle, camper, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, either temporarily or permanently. However, the Developer reserves the exclusive right to erect, place and maintain such facilities in or upon any portion of the Subdivision as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements within the Subdivision. This sentence shall take precedence over any conflicting provisions of these Subdivision restrictions.

Section 3.04 Fences. All fences must be constructed with new materials. Chain-link fences and fences constructed of chicken wire or similar material are prohibited. The Association shall be responsible for maintenance, repair, and replacement of the metal fence constructed by Developer on the Lots along the eastern boundary of the Subdivision. An easement is hereby established in favor of the Association on those Lots on which any portion of such fence exists for the purposes of ingress, egress, inspection, repair, replacement, and removal of such fence. The Association shall have the right to modify or remove such fence with the approval of the Board of Directors.

Section 3.05 Prohibition of Offensive Activities. Except as provided in Section 3.18, operation of a business on a Lot will not be permitted. This restriction is waived in regard to the customary sales activities required to sell homes in the Subdivision. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done therein which may be or become an annoyance or nuisance to the neighborhood.

Section 3.06 Minimum Lot Area. The Texas Veterans Land Board may sever a homesite parcel from any Lot owned by them. Otherwise, no Lot shall be subdivided without the consent of the Developer, its successors and assigns, which consent may be granted or withheld at the sole discretion of the Developer, its successors or assigns.

Section 3.07. Water Service and Water Wells. Water is supplied to the subdivision through a water serviced company. There will be fees associated with hooking up to the system

Section 3.08 Storage, Garbage, Refuse, Prohibited Items and Maintenance. No Lot shall be used or maintained as a dumping ground for rubbish. No Lot shall be used for the open storage of any materials whatsoever, which storage is visible from the road. However, any new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, as long as the construction progresses without un-due delay, until the completion of the improvements, after which time those materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. No leaves, brush, timber, debris, or trash of any nature shall be permitted to be placed, disposed of or burned within the road rights-of-way. Each Owner or occupant shall keep the portion of the Property owned by it in a clean, kept, neat and sanitary condition. All Owners or occupants of any portion of the Property are required to maintain their portion of the Property, whether vacant or occupied, so that each Owner's tract does not become overrun or overgrown with tall grass, heavy brush, rubbish or trash. Owners shall also maintain all structures and improvements on their Lot in a good state of painting and repair, and they shall promptly repair or replace any approved structure which becomes damages, deteriorated, or otherwise in need of maintenance. No household trash or garbage may be burned anywhere on the Lot. No inoperative or unlicensed automobile shall be placed on any Lot except in an enclosed structure, which meets the requirements of these restrictions. No automobile, truck, trailer or other vehicle shall be abandoned on this property, nor shall there be any dumping or placing of unsightly objects of any kind on the property. No dump trucks, commercial trucks (commonly referred to as eighteen (18) wheelers) or heavy commercial equipment may be parked on or near any Lot except temporarily as needed for residential construction purposes. Farm related equipment for maintenance of property shall not be considered heavy commercial equipment.

Section 3.09 Unsightly Storage. No unsightly trucks or vehicles shall be stored or kept on any Lot, and no automobile or other vehicle shall be kept on any Lot for the purpose of repairs except in an enclosed garage or in facilities protected from the view of the public and other residents, and such use shall in no way cause a nuisance to the public or other property owners. No out building taller than 14 feet (14') at the highest point may be constructed to the rear of the main residence on a Lot. All vehicles must have current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways. No junk, wrecking or auto storage yard shall be

located on any Lot, specifically no cars shall be kept in sight of road or neighbors for more than sixty days if not in running order.

Section 3.10 Off-Road Parking. Both prior to and after the occupancy of a dwelling on any Lot, the Owner shall provide appropriate space for off-road parking for his vehicles.

Section 3.11 Sewage Treatment. No outside toilet will be permitted except during construction as provided in Section 3.01 above. No sanitary sewage disposal system shall be installed on any Lot until a permit is issued by the regulatory authority having jurisdiction over same.

Section 3.12 Signs. No signs, advertisements, billboards or advertising structure of any kind may be erected or maintained on any Lot except one professionally made sign not more than 18" x 24", advertising an Owner's Lot for sale, rent or during home construction, except for political signs, as set forth in Section 3.19 below. Developer shall have the right to remove any such sign, which is placed on any Lot in violation of these restrictions, and in doing so, shall not be liable, and are hereby expressly relieved from any liability for trespass or other action in connection therewith, or arising from such removal. Developer shall have the right to erect any size sign for the purpose of identifying and advertising property.

Section 3.13 Driveways. No driveway shall be constructed on any Lot until all required permits from the appropriate regulatory agencies have been obtained. All driveways shall be of a hard-surfaced material, finish, and composition. These may include, but are not necessarily limited to stone, flagstone, concrete, exposed aggregate concrete, concrete pavers, brick and asphalt. All driveway entrances shall be at least twelve feet in width. An Owner is responsible in the event the design and construction of the driveway impedes the drainage system set out in the plat and approved by Wilson County.

Section 3.14 Drainage. Natural established drainage patterns of streets, Lots or roadway ditches may not be impaired by any person or persons. No natural drainage shall be altered, nor shall any drainage ditch, culvert, nor drainage structure of any kind be installed or altered, nor shall any curb nor shall other such impediment to the free flow of water be installed or altered, without prior written consent of the Developer, its successors, heirs or assigns. An Owner is responsible in the event the design and construction of the driveway impedes the drainage system set out in the plat and approved by Wilson County.

Section 3.15 Hunting/Firearms. Discharging of firearms for hunting and/or target practice is expressly prohibited in the subdivision.

Section 3.16 Prohibited Use of Lot as Roadway. No Lot or any part of a Lot shall be used as a street, access road, or public thoroughfare without the prior written consent of the Developer, its successors or assigns. No access through Western Way Subdivision is allowable by adjacent property owners, without the express written consent of Developer, its assigns, heirs or successors.

Section 3.17 Animals. Provided that such use does not create any condition conflicting with the residential nature of the Subdivision, the following animals may be raised or kept on the property:

1. Household pets, such as cats, dogs and birds.
2. Livestock animals raised for 4-H or FFA school supervised programs, as long as used for a school project.
3. Horses and cattle, provided that a total of no more than one head per acre of area (with the size of Lot rounded either up or down to the nearest even acre) is kept on a Lot. Otherwise, no animals may be raised or maintained on any Lot. Under no circumstances shall any emus, ostriches, or any exotic animals be maintained on any Lot. In no case shall any commercial feedlot operation be allowed, nor the breeding and raising of animals as a commercial operation.
4. No pigs or hogs may be raised, kept or bred, except for 4-H or FFA school supervised programs.
5. Dogs must be kept in fenced in area or under leash.

Section 3.18 Home Office/Telecommuting. This activity is permissible when conducted by a person in his residence. No other business shall be allowed. To be considered as a home office/telecommuting activity, the following applies:

- a) The activity shall be at the residence of the person conducting the activity and it shall be entirely contained within the personal residence.
- b) The activity is carried on only by the person(s) who reside(s) at that residence and specifically no outside employees are involved in the business at the residence.
- c) The activity is incidental and secondary to the use of the property for residential purposes. The amount of space used for the activity shall not exceed 20% of the residential living area square footage.
- d) The activity does not result in an objectionable noise, nor does it increase traffic volume or additional parking.
- e) The activity does not include any window or outdoor displays and does not include any retail sales on the property.
- f) The residence where the activity is located shall not be used as a point for customer visits, customer pick-up or customer deliveries.
- g) Outdoor storage of any items related to the activity is prohibited.

Section 3.19 Political Signs. Political sign are allowed on Lots subject to the restrictions permitted by Section 259.002, Texas Election Code.

Section 3.20 Roofing Materials. Metal roofs and roofs with roofing shingles that meet the requirements of Section 202.011, Texas property Code, shall be the only roofing types allowed.

Section 3.21 Flags and Flagpoles. An owner or resident has the absolute right to display on their property subject to the restrictions allowed by Section 202.012, Texas Property Code, as it may be from time to time amended.

Section 3.22 Irrigation and Rainwater Harvesting. Irrigation equipment, rainwater harvesting devices and rain barrels as allowed subject to the limitations set forth in Section 202.007, Texas Property Code.

Section 3.23 Solar Energy Devices. Solar energy devices are allowed subject to the restrictions permitted by Section 202.010, Texas Property Code.

Section 3.24 Religious Displays. Religious displays are allowed on Lots subject to the restrictions set forth in Section 202.018, Texas Property Code.

Section 3.25 Standby Electric Generators. Standby electric generators are allowed by Section 202.019, Texas Property Code.

Section 3.26 Leases and Rentals. No Lot or any portion of any Lot may be leased on rented for a term of less than six months except for leases buyers and sellers incident to the sale of a residence.

Section 3.27 Recreational Vehicles, Campers and similar vehicles or objects. No Recreational Vehicle (RV), trailer, mobile home or object commonly known as a "camper", "truck camper", or "slide in truck camper", boat or watercraft may be placed in the front yard of a Lot. All such items shall be stored in the rear of the Lot behind the rear line of the residence on the Lot.

ARTICLE IV ARCHITECTURAL CONTROL

Section 4.01 Architectural Control Committee. The Board of Directors shall have the authority to create, either from its members or from other members of the Association, an Architectural Control Committee. The members of the Architectural Control Committee shall serve until their successors are named. A majority of the Architectural Control Committee (hereafter the "ACC") may act for the ACC. Unless required by the Property Code of the State of Texas, no notice of any ACC meeting shall be required. In the event a vacancy on the ACC shall arise, the Board of Directors shall have the authority to appoint a replacement to fill the vacancy.

Section 4.02 Approval of Plans. All plans for:

- a. the construction of any improvements on any Lot in the subdivision;
- b. the modification of any of the elevations of any Lot in the subdivision; or
- c. the modification or alteration of any natural drainage areas or other Drainage Areas in the subdivision;

must be submitted to the ACC and reviewed by them in compliance with these restrictions. The ACC shall be entitled to evaluate all plans solely to ensure that they comply with these restrictions and with the requirements of the Wilson County Subdivision Review Committee. The ACC, upon receipt of the plans, shall render its decision within fifteen days from the receipt of such plans. In the absence of any decision made within fifteen days, the plan shall be deemed approved. In the event the plans are rejected for any reason, the Owner of the plans shall have the right, after meeting the objections of the ACC, to resubmit the plans for a second review.

Section 4.03 Plans to Be Submitted. The ACC shall specifically cover all buildings, fences, flatwork, swimming pools, or other structures or improvements, as well as any alteration or modification in the elevation or drainage of any Lot. Construction on any such improvements or

such alterations or modifications shall not commence prior to the receipt of a letter of approval from the ACC. The plans submitted must include:

- a. an accurately drawn dimensional plan showing all buildings, setback lines, easements, drives, and walks;
- b. a foundation floor plan, including room sizes and layouts, exterior elevations, of buildings above finish grade. and all back-filling and landscaping;
- c. a description at any drainage, Including Drainage Area. or elevation alteration, including an Engineer's assessment.

Section 4.04 Evaluation of Plans. The ACC shall have the authority to engage in any fact-finding operations and shall have the power to construe and Interpret any covenant contained herein that may be vague, indefinite. or uncertain. or subject to more than one interpretation. The goal of the ACC is to encourage construction of dwellings in accordance with the terms of this instrument and the Original Declarations. Members of the ACC shall not be liable to any person or entity as a result of any action taken in their discretion herein. The ACC's evaluation of their plans is solely to determine compliance with the terms of this Declaration and the Original Declarations and the requirements of any local, state, or federal law.

Section 4.05 Guidelines. The ACC shall have the authority to adopt and amend from time to time such architectural standards, guidelines, forms, processes, rules of construction and interpretations of this Amended and Restated Declaration as it shall, in its sole and exclusive discretion, consider to be necessary or desirable to govern all aspects of construction of structures and improvements. The sole limitation on the authority of the ACC to do so shall be that in the event of a conflict between any decision, act, rule or requirement of the ACC and the Declaration, the Declaration shall control.

Section 4.06 Variances and Waivers. The ACC shall have the right, but not the obligation, to grant variances and waivers relative to deviations and infractions of this Declaration or the Original Declarations in order to correct or avoid hardships to Owners unless such deviation or infraction concerns Detention Areas. Any request for a variance or waiver must explicitly be stated in writing to the ACC directing the ACC to the specific variance or waiver requested and the provision of these Declarations or the Original Declarations from which the variance or waiver is requested. Unlike plans, requests for variances or waivers shall be deemed to be disapproved unless the ACC expressly states approval in writing within fifteen (15) days following the submission of such request. No member of the ACC shall be liable to any Owner or other entity for any claims, causes of action, or damages arising out of the grant or denial of any variance or waiver. Each request for a variance or a waiver shall be reviewed independently of any similar requests and the grant of a variance or waiver in one circumstance shall expressly not constitute or be a waiver or variance in any other circumstance, nor shall the same ever be considered to be precedent regarding any subsequent or other requests. The decisions of the ACC with respect to such variances or waivers shall be deemed to be final and binding upon the association and the applicant.

ARTICLE V
PROPERTY OWNERS ASSOCIATION

Section 5.01 Preamble. A Property Owners Association (sometimes called "Owners Association" or "Association" herein) is hereby established to serve for the general benefit of the Community of Western Way Subdivision, to manage any common areas, to assist in the maintenance of property values and, in particular, to comply with the duty to maintain the Detention Ponds, detention tanks, or other drainage easements and structures (other than bar ditches). Developer hereby establishes the Western Way Owners Association, Inc., which shall be incorporated through the Secretary of State of Texas as a Nonprofit Corporation. The Western Way Owners Association, Inc. shall be hereinafter referred to as "the Association". The Association shall assume all maintenance obligations with respect to Drainage Areas, detention ponds, detention tanks, and other Drainage Easements which lot Owners are not obligated to maintain, and structures (other than bar ditches) and any other common areas which may be established. In order to accomplish this, the Association shall have the right to impose assessments. However, failure by the Association or any Owner to enforce any covenant or restriction shall in no event be deemed a waiver of their right to do so thereafter.

Section 5.02 Mandatory Membership and Governance. All Owners shall be required to be Members of the Association. Membership shall be appurtenant to the ownership of each Lot and shall pass with conveyance. The Association shall be governed by a Board of Directors elected in accordance with the Certificate of Formation and Bylaws of the Association. The Board of Directors shall have the general authority to manage the Association and to perform the obligations called for herein. The right of members to vote for the Board of Directors shall be governed by the Bylaws of the Association. The Bylaws shall provide that any Owner who is current in the payment of Assessments shall have the right to vote at any meeting of the members of the Association.

Section 5.02.01 Insurance. The Board shall have the right to acquire a general comprehensive liability insurance policy for the benefit of the Association and its members covering occurrences in the Drainage Areas and any common areas for personal or property damage. The policy limits shall be determined by the Board. The Board 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 members. Members of the Board (as well as any management company retained by the Board) may also be insured.

Section 5.02.02 Enforcement of Restrictions. The Board and each Owner shall have the authority to enforce all restrictions, covenants, conditions, and reservations, imposed by the Declaration by filing suit for injunctive relief, declaratory relief, actual damages, statutory damages, attorney's fees and court costs. In addition, the Association shall have the right to enter any Owner's Lot, after ten days' written notice, or without any notice in the case of an emergency, to cure any violation and/or do any act that the Owner is obligated to do but has not. However, failure by the Board to enforce any restriction shall not give rise to any cause of action against the Board, nor shall such failure constitute or be a waiver of a right to enforce such restriction in the future.

When Class B Lots cease to exist and are converted to Class A Lots, Developer shall have the same voting rights as other owners of Class A Lots.

- c. Notwithstanding any other provisions to the contrary herein if it shall appear any time prior to December 31, 2024, that the voting formulas herein above established shall result in the Owner of lots other than Developer being privileged to cast in the aggregates as many as, or more votes than the aggregate number privileged to be cast by Developer, then, in such event, Developer shall be privileged to cast a total number of votes equal to the number of votes which all other Owners are entitled to cast, plus one additional vote. After December 31, 2024, the number of votes which Developer shall be privileged to cast, shall be determined in accordance with subsections (a) and (b) of this article.

Section 5.03 Assessments. The Association shall have the right to collect assessments. The provisions contained herein shall govern the collection of assessments; however, in the event of any conflict between these provisions and the Property Code of the State of Texas, the appropriate provisions of the Property Code of the State of Texas (to the extent that they apply to this subdivision) shall control.

Section 5.03.01 Assessment Obligations. Each Owner of a Lot, by acceptance of the deed thereto, whether or not expressly stated in the deed, shall pay to the Association, and does hereby agree to pay to the Association:

1. Annual assessments or charges as provided for herein;
2. Any special assessments as may be established and collected as provided for herein;
3. Any enforcement expense, cost of curing any violation, administrative charges, collection costs, interest or attorney's fees incurred as a result of any delinquency in the payment of assessments or violations of these Restrictions, even if a lawsuit is not filed (hereinafter "Collections Costs" and "Enforcement Costs"); and
4. Any annual or special assessments, Collections Costs, Enforcement Costs, together with any interest, costs, and attorney's fees associated therewith shall be a charge upon each Lot which is subject to such assessment and shall be secured by a continuing lien on the Lot against which such assessment is made. However, such lien shall be subordinate to vendor's liens and improvement liens as described below. Each assessment, Collections Costs, Enforcement Costs, as well as all interest, costs, and attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time the assessment came due. If an Owner conveys a Lot and assessments against the Lot remain unpaid, the Owner shall pay the past due assessments at the time of closing of sale; however, such assessments, so long as unpaid, shall continue as a lien against the Lot until paid, and the Owner shall remain liable to the Association for the payment of such delinquent assessments, regardless of any conveyance of such Lot.

Section 5.03.02 Purpose of Assessments. The assessments levied by the Association shall be used for the maintenance, operation, management, and protection of the Drainage Areas as described above, as well as for the improvement, operation, management, preservation, and maintenance of any other common areas (if any), for social, educational, or cultural activities on behalf of the Association, and for professional services as may be necessary or appropriate for the furtherance of the goals of the Association. However, no assessments shall be utilized (except to an

Section 5.02.03 Utilization of Professionals. The Board, in order to accomplish any of its purposes, shall have the authority to employ the Property Owners Association. The Board shall have the right to vest in such professional such discretion as the Board deems appropriate.

Section 5.02.04 Notices. Wherever any notice is required to be provided to any member, person, or entity, such notice shall be in writing and be given at least seven (7) days in advance of the effective date of the subject matter of the notice unless otherwise stated in this Declaration, the Bylaws, or the Articles of Incorporation. Notice to any Owner or mortgage holder shall be at the last known address of the Owner as shown in the records of the Association. It shall not be the duty of the Association to search out the current address of the Owner and/or lienholder, but rather it is the duty of the Owner and/or lien holder to provide the Association with the appropriate mailing address.

Section 5.02.05 Interest on Delinquencies. Wherever provided for in this Declaration for interest to be paid, the interest rate shall be ten percent (10%), compounded annually.

Section 5.02.06 Board Authority. The Board, acting on behalf of the Association, shall have the right to:

- a) Grant or dedicate any common area to any public agency, authority, or utility for the purposes set forth in the Declaration or for public use as needed;
- b) Borrow money for the purpose of improving any common area, Drainage Area, or otherwise to enable the Association to accomplish any action required of the Association or authorized for the Association to perform;
- c) In order to enforce the restrictions contained in the covenants, to commence any litigation and to represent the Association in any such litigation, seeking all such relief as may be available at law; and
- d) Contract with any management company or a commercial provider to assist the Association with any of its duties and responsibilities.

Section 5.02.07 Voting Rights. The Association shall have two classes of voting membership.

- a. Class A Lots. Class A Lots shall be all Lots except Class B Lots, as the same is hereafter described. Each Class A Lot shall entitle the Owner of said Lot one (1) vote. When more than one person owns an interest (other than a leasehold or security interest) in any lot, all such persons shall be members and the voting rights appurtenant to said lot shall be exercised as they, among themselves, determine.
- b. Class B Lots. Class B lots shall be all lots owned by Developer, which have not been converted to Class A Lots as, provided in paragraphs (1) or (2) below. The Developer shall be entitled to ten (10) votes for each Class B Lot owned by Developer. The Class B Lots shall cease to exist and shall be converted to Class A Lots:
 1. When the total number of votes appurtenant to the Class A Lots equals the total number of votes appurtenant to the Class B Lots; provided, the Class B Lots shall be reinstated with all rights, privileges and responsibilities, if after conversion of the Class B Lots to Class A Lots hereunder, additional land containing more lots is annexed to the existing property hereof; or
 2. On December 31, 2024, whichever event shall last occur.

insignificant extent) for any purposes which would be in violation of any regulations of the Internal Revenue Code for maintaining the Association status as a non-profit entity under Section 528 of the Internal Revenue Code. The Association may maintain a reserve fund for the accomplishment of any of the purposes set forth herein. Any assessments of the Association may also be utilized for administrative purposes, for payment of taxes, insurance, or other reasonable or appropriate expenses of the Association.

Section 5.03.03 Amount of Assessments. The amount of the initial annual assessments shall be \$325.00 per year. No assessments will be due until January 1, 2020. The Board of Directors shall use their best efforts to notify Owners of the assessments each year; however, assessments shall be deemed to be due and payable regardless of whether notice was received by an individual Lot owner.

Section 5.03.04 Adjustments to Assessments. The annual assessment may be increased by up to ten percent above the prior year's assessment with the approval of the Board of Directors. Any increase in the annual assessment that exceeds ten percent above the prior year's assessment must be approved by Owner's entitled to cast two-thirds of the vote of all of the Owners.

Section 5.03.05 Certificate of Amount Due. Upon written request, the Board of Directors shall furnish an appropriate certificate setting forth whether the assessments on any specific Lot have been paid and indicating any delinquencies which may be due. The Association may charge a reasonable fee for the preparation of such certificate.

Section 5.03.06 Priority of Assessment Lien. Any unpaid assessments shall be secured by a lien on the Lot for which the assessments are unpaid. However, any such lien or assessment shall automatically be determined to be subordinate to:

- a. any vendors lien or purchase money lien for the acquisition of the Lot;
- b. any lien created for the construction or improvement of any improvements on the property (whether such improvements were commenced before or after the delinquency date of the assessment; and
- c. any lien for the payment of any ad valorem or other taxes (including Federal Income Taxes).

It shall not be necessary for the Board of Directors to take any action to subordinate their assessment lien; however, the Board of Directors shall have the authority to execute any certificates or other documents as may be necessary in order to evidence the subordination of such lien to any prior liens as described in this paragraph. However, the Board of Directors of the Association shall further have the authority to notify any prior lienholders of any delinquencies in the payment of assessments.

Section 5.03.07 Special Assessments. In addition to the annual assessments, the Association may levy special assessments applicable only for that fiscal year. Such special assessments may be levied for expenses that are over and above the annual assessment. A special assessment shall be valid only upon a vote by a majority of the Owners attending a Property Owners Association meeting called in which notice of the proposal for a special assessment was included in the notice calling the meeting.

Section 5.02.08 Remedies for Non-Payment of Assessment. Any assessment, when not paid by January 31st of each year shall be deemed delinquent. Any assessment remaining unpaid by February 15th shall incur an additional late fee of Twenty-Five and No/100 (\$25.00) Dollars. Thereafter, the assessment shall bear interest at the rate of ten (10%) percent per annum, compounded annually. In the event of any delinquent assessment, the Association shall have the authority to:

- a. file a certificate or other document with the County Clerk of Wilson County, Texas, indicating that such assessments are delinquent;
- b. take any collection activity for the recovery of such assessments as may be necessary or appropriate, including reporting such delinquency to any collection bureaus, credit reporting agencies, or otherwise;
- c. commence litigation for the collection of such assessments; or
- d. take such steps as are appropriate in accordance with the Property Code of the State of Texas for the foreclosure of such assessment after complying with all of the appropriate requirements of those statutes which apply to this property for the foreclosure of such assessment lien.
- e. In this regard each Owner hereby grants to the Association a power of sale in conjunction with such assessment lien in the event of a delinquency in such assessment, and the Association shall specifically have the power to designate a trustee in writing from time to time to act as agent for the collection of such delinquent assessments. However, no foreclosure of an assessment lien shall in any way be authorized by the Board of Directors until the total delinquency owing to the Association is greater than One Thousand and No/100 (\$1,000.00) Dollars.

Section 5.05 General Provisions. The Board of Directors shall receive no compensation for service as Board of Directors of the Association. The Board of Directors shall be indemnified against any loss or damages which they may suffer as a result of actions as members of the Board of Directors in accordance with the Bylaws of the Association. The governance of the Association shall be as expressed in the Articles of incorporation and the Bylaws of the Association. In the event of any conflict between the Bylaws of the Association and this instrument, the terms of this instrument shall control.

ARTICLE VI. GENERAL PROVISIONS

Section 6.01 Covenants Running with The Land. All of the restrictions, covenants, and easements, herein provided for and adopted apply to each and every Lot and shall be covenants running with the land. The owner of any Lot in the Subdivision, or any Unit thereof, shall have the right to either prevent a breach of any such Restriction or covenant, or enforce the performance thereof, by suit in law or equity, by way of injunction or damages, filed in any Court of competent jurisdiction. Nothing herein shall be construed as compelling the Developer to enforce any of these provisions, nor shall the failure of the Developer to enforce any of these provisions be deemed to be a waiver of the right of enforcement or prohibition. The Developer shall have no liability or responsibility at law or in equity on account of enforcement of, or on account of the failure to enforce these restrictions.

Section 6.02 Developer's Exemption and Authority. The Developer shall not be subject to these Subdivision Restrictions, and no person, entity or owner shall be entitled to maintain a suit at law or in equity against the Developer for any alleged violations of these Restrictions by Developer. The Developer further expressly reserves the right to grant any waiver or variance from any of these Restrictions, and unilaterally amend same, however, Developer shall not have the authority to grant any waiver or amendment which has the effect of removing the limitation on the use of the property as single family residential dwelling. Rather, regardless of any authority given to or retained by Developer, all Lots shall be used exclusively for a single-family residence as defined in Article III, USE RESTRICTIONS, Section 3.01 of these subdivision restrictions. Developer, however, shall have the right to make use of any Lots then owned by Developer for Developer's purposes, including, but not limited to, sales offices, parking areas, storage and maintenance facilities, and storage and maintenance of equipment. Developer reserves the right to construct and develop additional dedicated county roads over and across any Lot owned by the Developer, along with any re-platting as may be required. Each Lot owner hereby consents, without protest, to non-notification, and without notice publication, as stated in the Wilson County Subdivision Regulations. Revision, Cancellation and Amendment of a Subdivision Plat. Article VI, (A)(1-6), and further allows Commissioner's Court to permit the re-plat under the provisions of Article VI (A)(1-6). While Wilson County may elect to provide notification at their option, it shall be considered courtesy only and shall not cancel any portion of this provision. The Developer expressly retains the right to acquire and subdivide adjacent properties and connect the Subdivision roads(s) to same in order to provide ingress and egress thereto in establishing continuing development of such future development, which right shall expire on December 31, 2035.

Section 6.03 Amendments by the Developer. The Developer shall have and reserves the right without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, oversight, ambiguity or inconsistency appearing herein, provided that such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or adversely affect the vested property or other rights of any owner or his Mortgagor.


Section 6.04 Partial Invalidity. Invalidation of any covenant or restriction (by Court Judgment or otherwise) shall not affect, in any way, the validity of all other covenants and restrictions, all of which shall remain in full force and effect. Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the violator or others, the conditions so violated or any other conditions. The Developer and/or their designees may, on any Lot and/or Lots then owned by them, construct, maintain, use and allow to be used by others a sales office and storage facilities and Article III shall not apply thereto.

Section 6.05 Term and Amendments. The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by the Owner of any Lot, and their respective legal representatives, heirs, successors and assigns, and, unless amended as provided herein, shall be effective for a term of twenty years from this date, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten years. Subject to Section 6.02 paragraph hereto, the covenants,

conditions and restrictions may be amended with the approval of Owners entitled to cast sixty-seven percent of all votes of all of the Lot Owners. No amendment shall be effective until recorded in the Deed Records of Wilson County, Texas, nor until the approval of any governmental regulatory body, which is required, shall have been obtained.

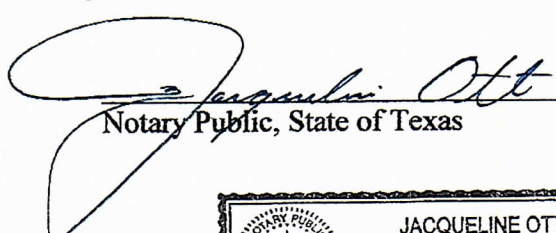
Executed this 7th day of November, 2019.

F4 LAND INVESTMENTS, LLC

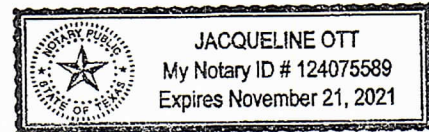
BY:  Daniel Friesenhahn, Jr., Its Manager

THE STATE OF TEXAS §
§
COUNTY OF WILSON §

This instrument was acknowledged before me by Daniel Friesenhahn, Jr., Manager of F4 Land Investments, LLC, on behalf of said entity.


Notary Public, State of Texas

AFTER RECORDING, RETURN TO:
F4 Land Investments, LLC
10966 Highway 87 South ✓
Adkins, TX 78101



3470 246/1818744

Filed for Record in:
Wilson County
by Honorable Eva Martinez
County Clerk
On: Nov 06, 2019
As a Recording

Document Number: 00088629
Total Fees: \$ 94.00

Received By:
Mary Rodriguez

F: TE

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF WILSON

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in Official Public Records the Volume: 2122 and Page: 472 of the named records of: Wilson County as stamped hereon by me.

Nov 08, 2019




COUNTY CLERK
WILSON COUNTY, TEXAS