

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF THE PRADERA RIDGE SUBDIVISION**
with the Pradera Ridge Homeowners Association, Inc.

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

Date: May 26th, 2023

Declarant: GUMMB FAMILY LIMITED PARTNERSHIP, a Texas limited partnership

Declarant’s Address: 135 Fairgrounds Road, Refugio, Texas 78377

Property Owners Association: Pradera Ridge Homeowners Association, a Texas nonprofit corporation

Property Owners Association’s Address: P.O. Box 780428, San Antonio, Texas 78278

Property:

That certain tract of land known as Pradera Ridge Subdivision, being a Subdivision situated in Wilson County, Texas according to the plat of PRADERA RIDGE SUBDIVISION, recorded in the office of the County Clerk of Wilson County, Texas on May 23, 2022, after having been approved as provided by law, and being recorded as Document No. 2022-121359, in the records of the plats of Wilson County, Texas, and as amended by the amended plat (collectively, the plat and amended plat are herein described as the “Plat”), recorded on December 12, 2022, as Document No. 2022-128192, in the records of the plats of Wilson County, Texas (hereinafter referred to as the “Property,” “Properties,” or the “Subdivision”).

Definitions

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

“Architectural Design Guidelines” or “ADGs” shall mean and refer to the architectural standards, guidelines, objectives and procedures for the design, placement and construction of residences and related improvements in the Subdivision. The Architectural Design Guidelines shall be promulgated by the ACC, and shall serve to guide the ACC in its design review and approval process as described in Article V.

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

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

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

“Common Area” means all property leased, owned, or maintained by the Property Owners Association for the use and benefit of the Members. Additionally, Common Areas may include, but are not limited to, the following: entry gate, signs, fountains, statuary, parkways, medians, islands, common security guardhouse, landscaping, walls, safety lanes, bridges, greenbelts, private lakes, and other similar or appurtenant improvements.

“Covenants” means the covenants, conditions, and restrictions contained in this Declaration.

“Declarant” means Gumm B. Family, Ltd., a Texas limited partnership and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.

“Easements” means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.

“Lot” means each tract of land designated as a lot on the Plat, excluding lots that are part of the Common Area.

“Member” means Owner.

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

“Plat” means the Plat of the Property recorded as Document No. 2022-121359, in the records of the plats of Wilson County, Texas, and as amended by the amended plat recorded on December 12, 2022, as Document No. 2022-128192, in the records of the plats of Wilson County, Texas, and any replat of or amendment to the Plat.

“Residence” means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

“Required Plans” means the complete plans including site plans, floor plans depicting room sizes and layouts, exterior elevations, any other plans or information deemed necessary by the ACC for the performance of its function.

“Single Family” means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

“Structure” means any improvement on a Lot (other than a Residence), including a sidewalk, driveway, fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

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

CLAUSES AND COVENANTS

ARTICLE I IMPOSITION OF COVENANTS

1.1. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.

1.2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

1.3. Each Owner and occupant of a Lot agrees to comply with the Dedicatory Instruments and agrees that failure to comply may subject him to a fine, an action for amounts due to the Property Owners Association, damages, or injunctive relief.

ARTICLE II RESERVATIONS, EXCEPTIONS, DEDICATIONS, AND ADDITIONS

2.1. Plat of the Property. The 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, and/or any replat 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 Declarant, conveying said Property or any part thereof whether specifically referred to therein or not.

2.2. Easement. Declarant reserves the non-exclusive right to use the Easements and right-of-ways shown on the Plat or that have been or hereafter may be created by separate instrument recorded in the Official Public Records of Real Property 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 Declarant 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 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, Declarant, 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 Declarant to contract to maintain any utilities. Neither Declarant 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.

2.3. Title Subject to Easements. It is agreed and understood that the title conveyed by Declarant to any of the Lots will be subject to any Easement affecting same for roadways or drainage, water system, electric lighting, electric power, telegraph or telephone purposes and other easements previously granted affecting the Lots. 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.

2.4. Utility Easements. Utility easements have been dedicated in accordance with the Plat. 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 driveways, 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 driveway, 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 tract subject to said utility easements shall be responsible for: (i) obtaining prior approval, if required, from each easement holder, (ii) any and all repairs to the driveways, fences and similar improvements which cross or are located upon such utility easements, and (iii) 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.

2.5. Detention Ponds. The Plat dedicates the following lots as detention ponds meant for the storage of storm water runoff:

That 1.07-acre tract dedicated as a detention pond located between Lot Twenty-Three (23) and Lot Twenty-Four (24) of the PRADERA RIDGE SUBDIVISION, recorded in the office of the County Clerk of Wilson County, Texas on May 23, 2022, as Document No. 2022-121359, in the records of the plats of Wilson County, Texas, and as amended by the amended plat recorded on December 12, 2022, as Document No. 2022-128192, in the records of the plats of Wilson County, Texas.

The Property Owners Association will own all detention ponds in fee simple and assume all maintenance obligations.

2.6. Fence, Wall, Landscape, Maintenance and Access Easements. Declarant hereby grants unto the Property Owners Association a ten foot (10') wide easement along the side of Lot 1 and Lot 50 that adjoins CR 320 and a twenty foot (20') wide easement along the front of Lot 1 and Lot 50 from the intersection CR 320 and Pradera Ridge Drive for the purpose of maintaining walls, fences, and landscaping ("Easement Tract"). The Property Owners Association shall have the right, but not the obligation, to install and maintain a fence, landscaping and plants, lighting, project features, and signage ("Easement Improvements") on the Easement Tract. The Property Owners Association will also have a the right of ingress and egress across Lot 1 and Lot 50 for the purpose of initial construction, maintenance, repairs, and upkeep of the Easement Improvements. Any Easement Improvements constructed or installed on the Easement Tract shall be the property of the Property Owners Association following completion of construction

or installation, and the Property Owners Association shall maintain the Easement Improvements at all times. In the event the Property Owners Association fails to maintain the Easement Improvements constructed or installed on the Easement Tract in a neat and clean condition, Declarant, its successors and assigns, shall have the right, but not the obligation, to enter onto the Easement Tract and perform any necessary maintenance at the expense of the Property Owners Association.

2.7. Annexation of Additional Property. Declarant hereby reserves the right to subject additional land to these Covenants and to add then-current and future Owners of said land as Members, by filing for record in the Official Public Records of Real Property of Wilson County, Texas, an annexation declaration subjecting such land to these Covenants and the jurisdiction of the Property Owners Association. If annexation of additional land occurs, then the real property so annexed will form a part of the Properties and shall be subject to the Covenants herein; provided, however, that Declarant may alter, modify, amend, repeal or revise these Restrictions, as applied to the annexed property, to the extent necessary or convenient, in Declarant's sole discretion. Any Owner of any Lot annexed to the Property and the Property Owners Association shall have rights of use and enjoyment of the Common Areas co-extensive with the rights of Owners of Lots within GUMM SUBDIVISION. The Declarant retains the right to acquire and subdivide adjacent properties and connect the Subdivision road(s) to same in order to provide ingress and egress thereto in establishing continuing development of such future development.

ARTICLE III PROPERTY OWNERS ASSOCIATION MEMBERSHIP AND CLASS OF MEMBERSHIP

3.1. Establishment and Governance. The Property Owners Association is established by filing its certificate of formation and is governed by the certificate, the Declaration, and the Bylaws. The Property Owners Association has the powers of a nonprofit corporation and a property owners association under the Texas Business Organizations Code, the Texas Property Code, and the Dedicatory Instruments.

3.2. Rules. The Board may adopt rules that do not conflict with law or the other Dedicatory Instruments. On request, Owners will be provided a copy of any rules.

3.3. Membership and Voting Rights. Every Owner is automatically a Member of the Property Owners Association. Membership in the Association is a mandatory requirement incident to ownership of a Lot. No Owner may exempt themselves from membership in the Association. The Property Owners Association has two classes of voting Members:

- a. *Class A.* Class A Members are all Owners, other than Declarant. Class A Members have one vote per Lot. When more than one person is an Owner in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.
- b. *Class B.* The Class B Member is Declarant, its successors and assigns who take title for the purposes of development and sale of the Subdivision.

Class B Members shall be entitled to ten votes for each Lot in which they hold an interest, provided that the Class B membership shall cease and become converted to Class A membership within 120 days after 75% of the Lots are owned by Class A Members.

ARTICLE IV PROPERTY RIGHTS IN THE COMMON AREA

4.1. Members' Easements of Enjoyment. Subject to the provisions of Section 4.3 of this Article IV, every Member shall have a common right and easement of enjoyment in and to the Common Facilities and such right and easement shall be appurtenant to and shall pass with the title to every Lot.

4.2. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The rights and easements existing or hereafter created in favor of others as provided for in the Subdivision Plat, recorded instruments on file in the Official Public Records of Real Property of Wilson County, Texas, and/or in Article II hereof.
- (b) The rights of the Property Owner Association, once it has obtained legal title to the Common Areas, to do the following:
 - i. to borrow money for the purpose of constructing or improving the Common Areas and, in aid thereof, to mortgage said properties and facilities, in accordance with the terms hereof and of the Articles of Incorporation and Bylaws of the Association;
 - ii. to take such steps as are reasonably necessary to protect the above-described properties and facilities against foreclosure;
 - iii. to enter into one or more contracts or agreements for the maintenance or improvement of the Common Areas;
 - iv. to suspend Common Area usage rights, pursuant to Article IX below; and;
 - v. to convey, transfer, encumber and grant easements to governmental entities, public agencies, and/or utility providers, upon such terms and conditions as may be approved by two-thirds of each Class of membership, voting in person or by proxy at a meeting duly called for such purpose.

4.3. Title to Common Areas. The Property Owners Association shall own all Common Areas in fee simple and assume all maintenance obligations with respect to any Common Areas which may be established. From and after the date on which title to any Common Area vests in

the Property Owners Association, the Property Owners Association shall purchase and carry a general comprehensive public liability insurance policy for the benefit of the Property Owners Association and its members, covering occurrences on the Common Areas. The policy limits shall be determined by the Board of Directors of the Property Owners Association. The Property Owners 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 members, Directors and the management company retained by the Property Owners Association (if any), insuring each against liability to each other insured as well as third parties.

The Association shall not convey or mortgage any Common Area without the consent of two-thirds or more of the Lot Owners.

ARTICLE V ARCHITECTURAL CONTROL COMMITTEE

There is hereby created an ACC which shall be comprised of three members only and shall be initially composed of Andrew Werner, Drake Thompson, and Dave Matlock to serve until their successors are named. A majority of the ACC may act for the ACC and no notice of any of its meetings shall be required. In the event a vacancy on the ACC shall arise, the remaining member or members of the ACC may fill such vacancy by appointment, and if they fail to do so within (30) thirty days, then Declarant may do so. In the event any vacancy on the ACC shall not be filled within (60) sixty days, then the Board of Directors of the Property Owners Association may fill such vacancy by appointment provided, however, that in the event that Declarant still owns any Lots subject to the jurisdiction and assessments of the Property Owners Association, the Board shall first give Declarant written notice of such vacancy and (30) thirty days within which to make such appointment. Subject to the terms hereinafter set forth, Declarant will have the right to remove or add members to the ACC and fill vacancies in the committee membership and Declarant may assign such rights to the Property Owner Association. The sale of the last Lot owned by Declarant within the Properties shall be deemed to be an assignment to the Property Owners Association of Declarant's powers with respect to ACC membership. ACC members shall not be entitled to compensation for their services rendered in such capacity.

The ACC has the right, but not the obligation, to promulgate ADGs for the Subdivision that do not conflict with this Declaration or the Bylaws of the Association to carry out its purposes. The ADGs for the Subdivision and the other documents and information which may affect an Owner, prospective Owner, Builder, or contractor for improvements to a Lot shall be maintained at the offices of the ACC. **Each Owner and prospective Owner is advised to obtain these documents and carefully examine the ADGs in addition to this Declaration to determine its rights and obligations. At any time without notice to the Owners or any other party, the ACC may modify, amend, or otherwise change the ADGs, including revisions to remove requirements previously imposed or otherwise make the ADGs less restrictive.**

No building, fence, wall, outbuilding, driveway, flatwork or other structure or improvement shall be erected, altered, added onto, placed or repaired on any lot in the Subdivision until the Required Plans are submitted and approved in writing by the ACC as to the conformity and harmony of exterior design with existing structures in the Subdivision, the location with respect

to topography, existing trees, and finished elevation, and apparent conformity with the requirements of these Covenants. The ACC shall have the power to employ professional consultants to assist it in discharging its duties and may create and impose reasonable fees for processing of applications, include charges for reimbursing the ACC for expenses incurred in doing so.

Any builders constructing more than one (1) residence of the same model shall not be required to submit to the ACC more than one (1) complete set of Plans and Specifications for such model. However, a proposed residence which materially deviates from a previously approved residence model must have full Plans and Specifications submitted to, and approved, by the Architectural Committee.

Within (30) thirty days after the Owner has submitted to the ACC the Required Plans and written notice that the Owner desires to obtain ACC approval, the ACC shall notify Owner in writing whether the Required Plans are approved or disapproved. If plans and specifications are not sufficiently complete or are otherwise inadequate, the ACC may reject them as being inadequate or may approve or disapprove them in part, conditionally or unconditionally, and reject the balance. In the event the plans submitted by the Owner have not been approved or disapproved within thirty days after being submitted, the plans so submitted will be deemed to have been approved but a deemed approval shall not permit a violation of any of the terms of these Covenants nor extend to any deviation from or alteration to the plans actually submitted nor to any matter requiring a written variance.

The ACC shall have the express authority to perform fact finding functions hereunder and shall have the power to construe and interpret any covenant herein that may be vague, indefinite, uncertain or compatible of more than one interpretation. The goal of the ACC is to encourage the construction of dwellings of good architectural design, quality, and proper size compatible with Declarant's conceptual plan for the subdivision. Dwellings should be planned and designed with particular attention to the design and aesthetic appearance of the exterior and the use of such materials, which, in the sole judgment of the ACC, create an attractive and harmonious blend with existing and proposed dwellings in the immediate area and the natural surroundings. The ACC may disapprove the construction or design of a home on purely aesthetic grounds where, in its sole judgment, such disapproval is required to protect the continuity of design or values of the neighborhood and of other homeowners or to preserve the serenity and natural beauty of any surroundings. Members of the ACC and their representatives shall not be liable to any person subject to or possessing or claiming the benefits of these Covenants for any damage or injury to property or for damage or loss arising out of their acts hereunder. The ACC's evaluation of Required Plans is solely to determine compliance with the terms of these Covenants and the aesthetics of the proposed improvements and the ACC disclaims any responsibility to determine compliance with any applicable building code or other standard for construction.

The ACC shall have the right, but not the obligation, to grant variances and waivers relative to deviations and infractions of these Covenants or to correct or avoid hardships to Owners. Upon submission of a written request for same, the ACC may, from time to time, in its sole discretion, permit an owner to construct, erect or install a dwelling which is in variance from the covenants, restrictions or architectural standards which are provided in these Covenants. In any case,

however, the dwelling with such variances must, in the ACC's sole discretion, blend effectively with the general architectural style and design of the neighborhood and must not detrimentally affect the integrity of the subdivision or be incompatible with the natural surroundings. All requests for variances shall be in writing, shall be specifically indicated to be a request for variance, and shall indicate with specificity the particular standard sought to be varied and the nature of the variance requested. All requests for variances shall be deemed to be disapproved if the ACC has not expressly and in writing approved such request within thirty days of the submission of such request. No member of the ACC shall be liable to any Owner for any claims, causes of action, or damages arising out of the grant of any variance to an Owner. No individual member of the ACC shall have any personal liability to any Owner or any other person for the acts or omissions of the ACC. Each request for a variance submitted hereunder shall be reviewed independently of similar requests and the grant of a variance to any other Owner shall not constitute a waiver of the ACC's right to deny a variance to another Owner. The decisions of ACC with respect to variances shall be final and binding upon the applicant.

A decision by the ACC denying an application or a request by an Owner for the construction of improvements in the subdivision may be appealed to the Board. Notice of the denial must be delivered to the Owner either by certified mail, hand delivery, or electronic delivery. The notice must: (a) describe the basis for the denial in reasonable detail and changes, if any, to the application or improvements required as a condition to approval; and (b) inform the Owner that the owner may request a hearing before the Board within 30 days after the date the notice was delivered to the Owner. The Board will notify the Owner of the date, time, and place of the hearing at least 10 days before the hearing. During a hearing, the Board of the designated representatives of the Board and the Owner or the Owner's designated representative will each be provided the opportunity to discuss, verify facts, and resolve the denial of the owner's application or request for the construction of improvements, and the changes, if any, requested by the ACC in the notice provided to the Owner. The Board or the Owner may request a postponement of the hearing. If requested, a postponement will be granted for a period of not more than 10 days. The Board may affirm, modify, or reverse, in whole or in part, any decision of the ACC. Neither the Declarant, the ACC, nor any member of the ACC shall be liable in damages, or otherwise, to anyone submitting plans and specifications for approval or to any Owner who believes himself adversely affected by these Covenants by reason of mistake of judgment, negligence, or misfeasance in connection with the approval or disapproval of plans or requests for variance.

The ACC shall be duly constituted and shall continue to function for the entire duration of these Covenants, including any extensions thereof. At such time as Declarant no longer owns any Lots subject to the jurisdiction and assessments of the Property Owner Association, the Board of Directors shall have the right and obligation to appoint the members of the ACC.

ARTICLE VI CONSTRUCTION REQUIREMENTS

6.1. Dwellings. Only one single-family residential dwelling with a detached or attached garage or barn may be constructed on any Lot. Detached garages or barns must be fully enclosed by four (4) walls and are subject to the standards set forth below in Section 6.3. In

addition, one guest dwelling may be constructed on any Lot, so long as such guest dwelling is attached to the primary residence by a common roof. 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 2,200 square feet of living area, with at least 1,200 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. As used herein, the term “single family residential dwelling” shall be construed to prohibit the use of said Lots for duplex houses, multi-plex houses, condominiums, or apartments. 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.

6.2. Building Height. No Improvement greater than thirty-five feet (35’) in Height may be constructed on a Lot. For purposes of this Section 6.2., “Height” means the vertical distance from “grade” to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the average height of the highest gable on a pitched or hipped roof, or if none of the preceding, then to the highest point of the Improvement. As applied to a Building, Height is measured from an elevation derived from the average of the highest and lowest grade adjacent to the Building.

6.3. Outbuildings. Outbuildings may be constructed, so long as they are of good construction, kept in good repair, and are not used for temporary or permanent residential purposes. Every outbuilding, inclusive of such structures as a storage building, pool house, servant’s quarters, greenhouse or children’s playhouse, shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. The design, materials and location of all such buildings shall be subject to the prior written approval of the ACC. In no instance shall an outbuilding exceed one (1) story in height other than a detached garage, nor shall the total floor area of any outbuilding other than a detached garage exceed forty percent (40%), individually or in the aggregate, of the floor area of the main dwelling. Metal buildings are allowed as long as they are constructed on a slab foundation and the front facing elevation has 25% of masonry material (brick, stone or stucco) All outbuildings must be approved in writing by the ACC.

6.4. Garage and carport entries. Attached garage entries must face the side or rear lot lines. Detached barn-style garages may have entries that face the front lot lines so long as they are located behind the main residence. No stand alone carports or tack on shed roofs attached to the main dwelling will be allowed.

6.5. Exterior Walls. Exterior walls of each residential dwelling may be of seventy-five

percent board and batten siding, brick, rock, or stucco, or a combination of board and batten siding, brick, rock, or stucco. Cement siding (for example, Hardie board) and wood may only be used up to twenty-five percent of the front elevation, and up to one hundred percent of the sides and rear.

6.6. Lot Lines/Setbacks. No building of any kind shall be located on any Lot nearer than fifteen feet to the side or rear property line, or nearer than thirty-five feet from front property line facing any public road. Any pre-existing barns, outbuildings, or similar improvements may continue to remain on the property without conforming to above setbacks. "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 and side Lot lines considering said contiguous whole Lots as one Lot; provided, however, that in the event that more than one Lot are owned jointly, and thereafter ownership is separated, the lines between the separated Lots shall be burdened by the setback lines described herein, as if they had never been treated jointly for setback purposes. All buildings or other structures, habitable or not, permanent or temporary, shall be located on a residential building lot within the building setback lines as defined herein or shown on the recorded plat for Pradera Ridge Subdivision. The term "building" as used in this paragraph does not include a masonry lug, steps or roof overhang, and it is permissible for said improvements to be constructed nearer to the property line than the building setback line as shown on the recorded plat. The ACC shall have the right to grant Variances to the setbacks established in this Section 6.5 to accommodate topography, irregular boundary lines, existing trees and vegetation, or rock outcroppings on a Lot or the architectural design of the proposed improvements. In no event may any structure be constructed or maintained upon any utility easement or other easement. All Variances to setbacks must be approved in writing by the ACC and may also require approval by Wilson County.

6.7. Governmental Requirements. No building, structure or improvement shall be placed, erected, modified, or constructed on any Lot unless and until all applicable governmental requirements, including issuance of permits and/or licenses, have been met.

6.8. Duty to Complete Promptly. Any building, structure or improvement commenced on any Lot shall be completed as to exterior finish and appearance within twelve months from the date construction materials were first delivered to the Lot.

6.9. Waste receptacle and temporary toilet. During construction of a dwelling, each Owner shall provide a waste receptacle on his Lot for disposal of construction debris resulting from the construction on that Lot. Each Owner shall also provide a temporary or portable toilet during the construction on his Lot.

6.10. Roofing materials. Roofing materials must be of high grade and quality. At a minimum, thirty (30) year composition asphalt or fiberglass, and consistent with the exterior design, color and appearance of other Improvements, architectural dimensional shingles shall be required. Allowable other roofing materials are slate, concrete tile, copper, zinc, or metal using standing seams. No red, blue, yellow or white metal roofs shall be allowed. No reflective roofs shall be permitted. Any roof color must be approved by the ACC.

6.11. Landscaping. All landscapes will consist of turf grass, plants, and trees (“Landscaping Items”) that are drought tolerant, are indigenous to the area, and require minimum amounts of water to survive and prosper. Each Owner shall be responsible for watering and maintaining the Landscaping Items on the Owner’s Lot. Owners may be required to submit landscaping plans to the ACC showing landscape designs and Landscaping Items that will be located on each Lot. If Owners are required to submit landscaping plans to the ACC, the ACC must approve the plans prior to the construction, alteration and/or placement of any Landscaping Items in the Owner’s Lot.

6.12. Exterior Lighting. Exterior lighting shall be installed to minimize the visibility of the light source and minimize light pollution of the night sky. Lighting shall be the minimum needed to provide for general illumination, safety, and security of entries, patios, outdoor spaces, and associated landscape structures. All exterior and landscape lighting is subject to approval by the ACC. Security lighting may be installed on buildings provided it does not create a light nuisance to adjoining Lots. Light from these devices shall be directed downward and not into any common area or neighboring Lot. No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to neighboring lots.

ARTICLE VII USE RESTRICTIONS

7.1. Single Family Residential Use. All Lots must be used for single family residential purposes only. No residence shall be occupied even on a temporary basis until water service is connected and an approved private sewage disposal system is installed.

7.2. 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 Declarant reserves the right to grant approval 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 provision of these Subdivision restrictions.

7.3. Fences. All front and side perimeter fences will be limited to “King Ranch” type fencing which consists of galvanized 4” x 2” (non-climb) net wire with stripped cedar posts, not to exceed sixty inches (60”) in height. Alternatively, “Ranch Style” fencing consisting of 4” x 4” cattle wire fence panels, welded to a steel frame with 2” x 2” square posts not to exceed sixty inches (60”) in height may be used. Wood privacy fences (with top rails) not to exceed six feet (6’) are allowed on the rear of Lots. Fence color including stain color to be approved by the ACC. No chain link fencing of any type is allowed. Masonry, wrought iron, or wood privacy fences (with top rails) may be permitted on a limited case-by-case basis, within the building setback lines for privacy such as pool or spa screening. All such fences shall be limited in height to a maximum of six feet (6’). Masonry fences and walls must match the residence in style, material, and color. All fences must be approved in advance in writing by the ACC.

7.4. Prohibition of Offensive Activities. Except as provided in Sections 7.2 and 7.17, operation of a business on a Lot will not be permitted. This Covenant 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.

7.5. No Further Subdividing. No Lot shall be subdivided without the consent of the Declarant, its successors and assigns, which consent may be granted or withheld at the sole discretion of the Declarant, its successors or assigns.

7.6. Water Wells. A permit is required from Evergreen Underground Water District for a private water well. Site location for any water well must be such that any required sanitary easement is provided for and contained solely on that Lot. It is the intent hereof to prohibit any water well which might impair or limit in any way whatsoever the use of any other Lot.

7.7. Harvesting of Natural Resources. 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 related improvements upon their Lot and as may be necessary for the reasonable use, upkeep and maintenance of their Lot.

7.8. Storage, Gardens, Refuse, and Prohibited Items. 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. 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 undue delay, until the completion of the improvements. No leaves, brush, timber, debris, or trash of any nature shall be permitted to be placed, disposed of or burned in the road rights-of-way. No outdoor burning of any kind allowed anywhere in the Subdivision (such as trash, garbage, brush, or leaves). There shall not be any dumping or placing unsightly objects of any kind on the property.

7.9. Vehicles. No abandoned, junked, unsightly, or inoperable automobile, truck, trailer, or vehicle of any kind shall be stored or kept on any Lot, except in an enclosed structure which meets the requirement of these Restrictions. A vehicle shall be deemed "inoperable" if it does not have a current vehicle license registration and valid vehicle safety inspection required for use of said vehicle on public roads. Further, no major automobile repair work or dismantling shall be conducted on any portion of any Lot except in an enclosed garage or in facilities protected from the view of the public and other residents. No dump trucks, large commercial trucks (i.e., having a load-bearing capacity of greater than one and one-half ton), trailers designed for use with large commercial trucks, or heavy commercial equipment may be parked on or near any Lot except temporarily as needed for residential construction or maintenance of easements by easement holders to the Property. No recreational vehicle, other than those commercially manufactured, shall be parked, kept, or stored on any Lot, except in an enclosed structure which meets the requirements of these Restrictions.

7.10. Off-Road Parking. Each Owner shall provide appropriate space for off-road parking of vehicles on his Lot. Vehicles may not be parked on any street. Each dwelling

constructed on a Lot shall have an enclosed garage that shall be large enough to accommodate at least two (2) full sized passenger automobiles.

7.11. Sewage Treatment. No outside toilet will be permitted except during construction as provided in Section 6.8 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.

7.12. 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. Declarant 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 is hereby expressly relieved from any liability, for trespass or other action in connection therewith, or arising from such removal. Declarant shall have the right to erect any size sign for the purpose of identifying and advertising property.

7.13. Driveways. No driveway shall be constructed on any Lot until all required permits from the appropriate regulatory agencies have been obtained, and approval has been obtained from the ACC for location and material.

7.14. Drainage. No natural drainage shall be altered, nor shall any drainage ditch, culvert, or drainage structure of any kind be installed or altered, nor shall any curb or other such impediment to the free flow of water be installed or altered, without prior written consent of the Declarant, its successors heirs or assigns.

7.15. Hunting/Firearms. Hunting and/or discharging of firearms is expressly prohibited in the Subdivision.

7.16. 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 within the Property, provided they are restrained from roaming freely:

- (a) Household pets, such as cats, dogs, and birds. No more than four (4) combined cats and/or dogs per residence. No vicious breeds such as Pit Bulls are allowed.
- (b) Livestock animals (except pigs or hogs) being raised for school-supervised programs, as long as they are raised or kept for a school project, and sanitation is addressed in a manner that prevents the attraction of pests or emission of offensive odors.
- (c) Horses shall be allowed only on Lots of at least two acres provided that no more than one horse per acre of land may be raised or kept on any Lot. Acreage shall be rounded up or down to the closest full acre in applying this restriction.
- (d) An Owner may have up to five (5) domestic fowl (hens only no roosters) but must comply with the following with regard to domestic fowl: (i) The Owner must have adequate facilities to house the domestic fowl and ensure adequate

sanitation. The coop must be situated at least twenty-five feet (25') from a property line or a Residence. (ii) The domestic fowl must be kept housed or confined in a manner that does not allow them to create a nuisance. (iii) Sanitation must be addressed in a manner that prevents the attraction of pests or emission of noxious odors. All animals shall be kept in strict accordance with all local laws and ordinances (including leash laws), and in accordance with all rules established by the Covenants.

Otherwise, no animals may be raised or maintained on any Lot. In no case shall any commercial feedlot operation be allowed, nor the breeding and/or raising of animals as a commercial operation.

7.17. Home Office/Telecommuting. No business shall be conducted on any Lot; provided, however, that home offices and/or telecommuting shall not be prohibited. 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 and the amount of space used for the activity shall not exceed 20% of the residential living area square footage; (b) the activity is carried on only by the person(s) who reside(s) at that residence and specifically no outside employees; (c) the activity is incidental and secondary to the use of the property for residential purposes; (d) the activity does not result in an objectionable noise, nor does it increase traffic volume or parking; (e) the activity does not include any window or outdoor displays and does not include any retail sales on the property. The residence where the activity is located shall not be used as a point for customer visits, customer pick-up or customer deliveries. Outdoor storage of any items related to business activity is prohibited.

7.18. Leases. No Owner may rent, lease, or otherwise convey a temporary possessory interest to any Lot, or any improvement thereon, of less than six months. The failure of any tenant, their assigns, and guests to abide by these Covenants shall constitute a violation of these Covenants. Owner must submit to the Property Owners Association (1) contact information, including the name, mailing address, phone number, and e-mail address of each person who will reside at a property in the subdivision under a lease; and (2) the commencement date and term of the lease.

7.19. Maintenance of Lots and Improvements. Each Owner shall maintain their Lot and all structures, improvements and landscaping thereon at all times in a neat and tidy manner. Lots shall be regularly mowed and other vegetation shall be pruned, manicured and otherwise not allowed to become overgrown. Each structure and improvement located on each Lot shall be kept in a good state of maintenance and repair. Painted or stained objects shall be touched up as necessary to maintain an attractive appearance. No improvement, structure or other object located on any Lot, whether real or personal, shall be allowed to fall into or remain in disrepair or become unsightly. The Board of Directors of the Property Owners Association shall be and is hereby granted the sole authority to determine compliance with the requirements of this Section.

7.20 Pools. All swimming pools must be located behind the main Residence and must be enclosed with a fence or other device completely surrounding the swimming pool/spa which, at a minimum, satisfies County and all other applicable Governmental Regulations. Pool/spa

fencing shall be installed prior to the completion of the construction of the pool/spa. Nothing in this section is intended or shall be construed to limit or affect an Owner's obligation to comply with any applicable Governmental Regulations concerning swimming pool/spa enclosure requirements. All plans for swimming pools/spa, and all related fencing, construction and access must be submitted to the ACC for approval prior to the start of construction. Above ground pools are not permitted. Swimming pool equipment shall be fully screened from view of all streets and other Lots.

ARTICLE VIII ASSESSMENTS

8.1. Creation of Lien and Personal Obligation of Assessments. Declarant, for each Lot owned by it within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Property Owner Association: (1) annual assessments or charges; (2) special assessments for capital improvements or extraordinary expenses; and (3) initial capital contribution assessment, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual, special and the initial capital contribution assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, 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 such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such Lot at the time the obligation accrued.

8.2. Purpose of Assessments. The assessments levied by the Property Owners Association shall be used for the purpose of promoting recreation, health, safety, and welfare of the Members, preserving or enforcing the rights and obligations of the Owners and the Association, or for the improvement, maintenance and operation of the Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Properties by the Members.

8.3. Basis and Maximum of Annual Assessments. The annual assessments shall be determined by the Board of Directors in the manner provided for herein after determination of current maintenance costs and anticipated needs of the Property Owners Association during the year for which the assessment is being made.

8.4. Special Assessments. In addition to the annual assessments provided for in Section 8.3, the Property Owners Association may levy, in any assessment year, a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on or which is a part of the Common Areas, or to finance or defray the cost of any extraordinary expense of the Property Owners Association, provided that any such assessment shall have the assent of two-thirds of the votes of each Class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent at least 30 days in advance and shall set forth the purpose of the meeting.

8.5. Change in Basis and Maximum of Annual Assessments. For all annual assessments accruing after January 1, 2024, the maximum annual assessment may be adjusted by majority vote of the Board of Directors but shall not be increased by more than ten percent above that of the previous year without a vote of the membership. Any increase in the maximum annual assessment of more than ten percent above that of the previous year shall require approval of two-thirds vote of each class of Members voting at a meeting duly called for that purpose.

8.6. Quorum for Any Action Authorized Under Sections 8.4 and 8.5. The quorum required for any action by Members authorized by Sections 8.4 and 8.5 hereof shall be as follows: at the first meeting called, as provided in Sections 8.4 and 8.5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that such reduced quorum requirement shall not be applicable to any such subsequent meeting held more than ninety days following the preceding meeting.

8.7. Date of Commencement of Annual Assessments: Due Date. The annual assessments provided for herein shall commence as to all Lots as of January 1, 2024. The due date of any special assessment under Section 8.4 hereof shall be fixed in the resolution authorizing such assessment. Builder assessment will be 25% of the current annual Assessment.

8.8. Duties of the Board of Directors. In December of each year, the Board of Directors of the Property Owners Association shall fix the amount of the annual assessment against each Lot for the following year and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Property Owners Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Property Owners Association shall upon demand at any time furnish to any Owner liable for said assessment, a certificate in writing signed by an officer of the Property Owners Association, setting forth whether said assessment has been paid or the balance due. Such certificate, when signed by an authorized officer or agent of the Property Owners Association, shall be conclusive evidence of payment of any assessment herein stated to have been paid. The Property Owners Association may charge a reasonable fee for issuing such a certificate.

8.9. Initial Capital Contribution Assessment. In addition to the annual assessments provided for in Section 8.3 and the special assessments provided for in Section 8.4, there is hereby created an assessment in the amount of \$250.00, imposed uniformly against each Lot (referred to in these Restrictions as an "initial capital contribution assessment"). The initial capital contribution assessment is a one-time charge, payable immediately after each Lot is sold, transferred, or conveyed from a Seller to a purchaser (other than Declarant to a Builder) to be paid at closing by the purchaser of each such Lot. The initial capital contribution assessment is intended to serve as mechanism to fund the start-up of the Property Owners Association and provide it with financial reserves to assist the Property Owners Association in meeting its obligations during development of the Properties. Once a Lot has been sold, transferred, or conveyed by the Declarant and the initial capital contribution assessment has been paid by the

purchaser, there shall be no subsequent obligation for any Owner to pay such assessment on that Lot, even if a Lot is re-acquired by the Declarant and later resold, it being Declarant's intention that each Lot shall be subject to a single initial capital contribution assessment.

8.10. Effect of Non-Payment of Assessments: The Lien; Remedies of the Association. If any assessment or other sum due the Property Owners Association hereunder is not paid on the date when due, then such assessment or amount shall become delinquent and shall, together with such interest thereon and cost of collection thereof provided, thereupon becoming a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. If the assessment is not paid within fifteen days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent per annum, or the highest allowed by law, whichever is less, and the Property Owners Association may bring an action at law against the Owner to pay the same or to foreclose the Property Owners Association's lien against the property, and there shall be added to the amount of such assessment all reasonable expenses of collection including the costs of preparing and filing the complaint, reasonable attorney's fees and costs of suit. Each Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Property Owners Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including non-judicial or judicial foreclosure by an action brought in the name of the Property Owners Association, with a power of sale in connection with said lien. The lien shall be in favor of the Property Owners Association and shall be for the benefit of all other Lot Owners. No Owner shall be freed of liability for any assessments provided for herein by virtue of non-use of Common Areas, or non-existence of Common Area.

In addition to the foregoing charges for delinquent accounts, each owner shall be obligated to pay to the association all actual costs of collection incurred by the Association and such reasonable late charges and collection charges as the Board of Directors may establish, all of which costs and charges shall also be subject to the liens of the Association.

8.11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon the Lots subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

8.12. Exempt Property. Lots owned by Declarant are exempt from all assessments. The charges and liens created herein shall apply to all Lots, except those owned by the Declarant. The remainder of the Properties, including Declarant-owned Lots and any land owned by the Property Owners Association, shall not be subject to the assessments referenced above. Builder assessment will be 25% of the current annual Assessment.

ARTICLE IX ENFORCEMENT

In addition to the remedies for enforcement provided for elsewhere in these Covenants or by law, the violation or attempted violation of the provisions of these Covenants, or any amendment hereto, or of any guidelines, rules, or regulations herein referenced or permitted, by any Owner, his family, guests, lessees or licensees shall authorize the Property Owners Association (in the case of all of the following remedies) or any Owner [in the case of the remedies provided in (c) below], to avail itself of any one or more of the following remedies:

- (a) The suspension by the Property Owners Association of rights to use any Property Owners Association property for a period not to exceed thirty days per violation, plus attorney's fees incurred by the Association with respect to the exercise of such remedy;
- (b) The right of the Property Owners Association to enter the Lot to cure or abate such violation through self-help and to charge the expense thereof, if any, to such Owner, plus attorneys' fees incurred by the Property Owners Association with respect to the exercise of such remedy;
- (c) The right to seek injunctive relief provided or allowed by law against such violation and to recover from such Owner all its expenses and costs in connection therewith, including but not limited to attorneys' fees and court costs; or
- (d) The imposition by the Property Owners Association of a special charge not to exceed Fifty Dollars (\$50.00) per violation.

Before the Property Owners Association may invoke the remedies as set forth in Sections (a) through (d) above, it shall give written notice of the alleged violation to Owner and shall afford the Owner a hearing. If after the hearing, a violation is found to exist, the Property Owners Association's right to proceed with the special charge and/or suspension of privileges shall be absolute. Each day a violation continues after notice thereof has been given Owner shall be deemed a separate violation. Failure of the Property Owners Association or of any Owner to take any action upon any violation shall not be deemed a waiver of any right to take enforcement action thereafter or upon a subsequent violation. No Owner shall have the right to compel or require the institution of enforcement proceedings or the filing of suit by the Property Owners Association.

All unpaid when due assessments, charges, and costs imposed by the Property Owners Association will shall bear interest at the rate of eighteen percent per annum, or the highest amount allowed by law, whichever is less, from the date due until paid, said interest to be compounded monthly.

ARTICLE X GENERAL PROVISIONS

10.1. 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 will have the right to either

prevent a breach of any such 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 Declarant to enforce any of these provisions, nor shall the failure of the Declarant to enforce any of these provisions be deemed to be a waiver of the right of enforcement or prohibition. The Declarant will have no liability or responsibility at law or in equity on account of enforcement of, or on account of the failure to enforce these Covenants.

10.2. Declarant's Exemption. The Declarant will not be subject to these Covenants, and no person, entity, or Owner shall be entitled to maintain a suit at law or in equity against the Declarant for any alleged violations of these Covenants by Declarant. The Declarant further reserves the right to grant any waiver or variance from any of these Covenants, and unilaterally amend same, however, Declarant will 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 residence dwellings.

10.3. Partial Liability. Invalidation of any covenant or restriction 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.

10.4. Term. These Covenants 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.

10.5. Amendment. Subject to Section 10.2, these Covenants may be amended during the first twenty-year period upon the express consent of not less than two-thirds of the Lot Owners. No amendment shall be effective until recorded in the Official Public Records of Real Property of Wilson County, Texas, nor until the required approval of any governmental regulatory body shall have been obtained.

10.6. Interpretation. If these Covenants or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of these Covenants shall govern. If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in these Covenants shall be omitted, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference. The singular, whenever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions here apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

10.7. Notice. Unless otherwise required by law, any notice required or permitted to be given to an Owner may be given by electronic mail message (i.e., e-mail), if possible.

**ARTICLE XI
ADDITIONAL INFORMATION**

Architectural Design Guidelines for the Subdivision, Rules and Regulations of the Property Owners Association, and the other documents and information which may affect an Owner, prospective Owner, or contractor for improvements to a Lot are maintained at the offices of the Property Owners Association. Each Owner and prospective Owner is advised to carefully examine each of such documents in addition to these Covenants to determine his rights and obligations.

EXECUTED this 26TH day of MAY, 2023.

GUMMB FAMILY LIMITED PARTNERSHIP,
a Texas limited partnership

By: GUMMB GP, LLC, a Texas limited liability company,
its General Partner

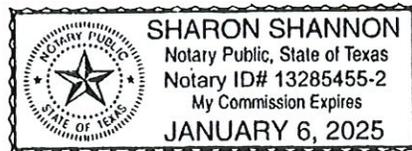
By: *Bryan A. Gumm*
Bryan A. Gumm, Managing Member

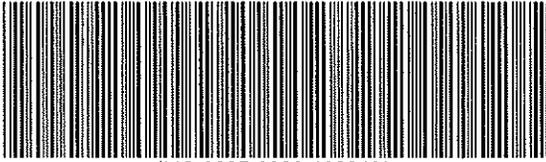
STATE OF TEXAS §
 §
COUNTY OF REFUGIO §

This instrument was acknowledged before me on the 26TH day of MAY, 2023, by Bryan A. Gumm, managing member of GUMM GP, LLC, a Texas limited liability company, as the General Partner of GUMMB FAMILY LIMITED PARTNERSHIP, a Texas limited partnership, on behalf of such partnership.

Sharon Shannon
Notary Public, State of Texas

After Recording Return to:
Pradera Ridge Homeowners Association, Inc.
P.O. Box 780428
San Antonio, Texas 78278





VG-3297-2023-132943

Wilson County
Genevieve Martinez
Wilson County Clerk

Instrument Number: 132943

Real Property Recordings

Recorded On: May 30, 2023 10:39 AM

Number of Pages: 22

" Examined and Charged as Follows: "

Total Recording: \$106.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

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.

File Information:

Document Number: 132943
Receipt Number: 20230530000015
Recorded Date/Time: May 30, 2023 10:39 AM
User: Mary S
Station: cclerk02

Record and Return To:

PRADERA RIDGE HOA



STATE OF TEXAS
Wilson County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Wilson County, Texas

Genevieve Martinez

Genevieve Martinez
Wilson County Clerk
Floresville, TX