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Amended and Restated Declaration Of Covenants, Conditions, And Restrictions of Rocky Point Subdivision

Basic Information

Date: NOVEMBER 27, 2018

Declarant: Mark L. Marlowe and Geraldine B. Marlowe

Declarant's Address: Mark L. Marlowe and Geraldine B. Marlowe
Whippoorwill Lane, #1
San Antonio, Texas 78263

Property: All Lots and Common Areas of Rocky Point Development, a Subdivision in Wilson County, Texas, according to the map or plat thereof recorded in Volume 12, Pages 13 through 15, of the Plat Records, Wilson County, Texas.

This Amended and Restated Declaration of Covenants, Conditions, And Restrictions of Rocky Point Subdivision amends, restates, and replaces in its entirety that certain Declaration Of Covenants, Conditions, And Restrictions of Rocky Point Subdivision recorded in Volume 2030, Page 902, Official Public Records, Wilson County, Texas (the "Declaration"), in accordance with Section 6 thereof, and as reflected below.

Definitions

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

"Common Area" means and refers to all property and improvements leased, owned, or maintained by the Association for the use and benefit of the members of the Association. These may include areas affected by easements or licenses granted to the Association, the private streets, mail and parking area within the Subdivision, entry gates, boulevards, entry walls and signage, perimeter fence, irrigation systems, landscaping, and other areas and items.

"Declarant" means Mark L. Marlowe and Geraldine B. Marlowe 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. No person or entity purchasing a Lot from Mark L. Marlowe and Geraldine B. Marlowe will be considered a "Declarant".

"Declaration" refers to this Declaration of Covenants, Conditions and Restrictions for of Rocky Point Subdivision, and any recorded amendments that include restrictive covenants governing the Subdivision.

"Development Period" means the five year period beginning the date this Declaration is recorded, during which Declarant has certain rights pursuant to this Section 5, such as rights relating to development, construction, expansion, and marketing of the Subdivision. The Development Period is for a term of years and does not require that Declarant own land in the

Subdivision. Declarant may terminate the Development Period at any time by recording a notice of termination.

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

"Lot" means each tract of land designated as a lot on the Plat, including any improvements..

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

"Plat" means the Plat of the Subdivision recorded in Volume 12, Pages 13-15 of the Plat Records of Wilson County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

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

"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 fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

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

"Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

Clauses and Covenants

1. Imposition of Covenants

1.1 Imposition. 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 Covenants Run With The Land. 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 Penalties. Each Owner and occupant of a Lot agrees to comply with this Declaration and agrees that failure to comply may subject Owner to a fine, damages, or injunctive relief.

2. Plat and Easements

2.1 Incorporation By Reference. The Plat, Easements, and all matters shown of record

affecting the Property are part of this Declaration and are incorporated by reference.

2.2 Use of Easement Property by Owner. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement. No Structure may be located over, under, upon or across any Easement, except an Owner has the right to construct, keep and maintain concrete drives, fences, and similar improvements across any Easement. Provided, however, any concrete drive, fence or similar improvement placed upon an Easement will be constructed, maintained and used at the Owner's risk. The Owner is responsible for all repairs to the concrete drives, fences and similar improvements which cross or are located upon Easements and repairing any damage to said improvements caused by an Easement holder in the course of installing, operating, maintaining, repairing, or removing facilities located within the Easements.

2.3 Not Liable for Damage to Structures. Neither Declarant nor any Easement holder, nor any of their agents, employees, or servants, is liable for damage to landscaping or a Structure in an Easement.

2.4 Facilities. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

2.5 Separate Instrument. Should any Easement holder request a specific easement by separate recordable document, Declarant, without the joinder of any other Owner, has the right to grant such easement.

2.6 Ownership of Adjacent Lots. If a single Owner owns two or more adjacent Lots used as a single building site, then any Easement for utility purposes along the interior and common Lot lines will be considered vacated so long as no facilities have been previously installed therein. However, if one such Lot is thereafter be conveyed to any third party, any utility Easements along such interior and common Lot line will again burden both such Lots.

2.7 Drainage. 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 Subdivision. The Plat generally dedicates a 30 foot wide drainage Easement centered on all natural runoff channels, creeks, or swales, in addition to those drainage easements specifically shown and dedicated on the Plat. Owners are responsible for maintenance of drainage Easements on their Lots, and may not utilize drainage Easements for any purpose detrimental to their intended use (i.e. no fences, shrubbery, structures or septic tank drain fields). Declarant reserves the right, but not the obligation, to more specifically identify these natural runoff channels, creeks, and swales to the extent that such identification is necessary or convenient for an Owner. Should an Owner request such identification and Declarant, in its sole discretion, employs an engineer or surveyor to assist in the identification process, the Owner will pay the fees and costs for such assistance. The written identification of such natural runoff channels, creeks, or swales may be reduced to an instrument notice filed in the real property records of Wilson County, Texas, which will supersede and replace, for said Lot, the general Plat reference to same.

2.8 Variable Width Drainage Easement. The Declarant reserves the right to develop and

thereafter maintain, repair, rebuild, reconstruct and/or reconfigure, the Variable Width Drainage Easement as shown on the Plat. Such activities by the Declarant may include the construction, maintenance, repair, rebuilding, reconstruction and/or reconfiguration of certain levies, ponds, including retention or detention ponds, dams, embankments, and spillways, and the landscaping thereof. No owner of any Lot included within the Variable Width Drainage Easement shall take any action that would in any way impair, destroy, alter, or reconfigure any such work done by or on behalf of Declarant or its assigns, with respect to the Variable Width Drainage Easement. The Declarant may transfer its rights with respect to the Variable Width Drainage Easement to the Association.

3. Use Restrictions.

3.1 Permitted Use. A Lot may be used only for an approved Residence and approved Structures for use as a residence by a Single Family. Occupying a Structure that does not comply with the construction standards of a Residence is not permitted. The type of Residence commonly referred to as a barndominium is permitted only on Lots 4 and 5, provided it otherwise meets the requirements of Section 4.

3.2 Use of Temporary Structures. No Structure of a temporary character, whether basement, tent, shack, garage, barn (other than barndominium) or other outbuilding may be maintained or used on any Lot at any time as a residence, either temporarily or permanently. Notwithstanding the terms of this Section 3.2, a camper, recreational vehicle, a 5th wheel camper trailer, may be maintained or used on any Lot as a temporary residence for a period not to exceed twelve months, provided however that the use of a camper, recreational vehicle, a 5th wheel camper trailer as temporary residence may only occur during the construction of permanent residence on the Lot.

3.3 Mobile Homes and Off-Site Built Residences. No mobile home, manufactured home, manufactured housing, or house trailer may be maintained on a Lot. Moving a previously constructed or off-site constructed Residence onto a Lot is not permitted.

3.4 Illegal, Noxious, or Offensive Activities. No illegal, noxious, or offensive activity may be carried on upon any Lot nor will anything be done therein which may be or become an annoyance or nuisance to other Owners.

3.5 Storage, Garbage, Refuse, and Prohibited Items. No Lot will be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be allowed to accumulate, shall be kept in sanitary containers and shall be disposed of regularly. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No Lot will be used for the open storage of any materials whatsoever, which storage is visible from any street. However, any new building materials used in the construction of Residences or Structures may be placed upon a 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 will 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 will be permitted to be placed, disposed of or burned within any street or right-of-

way. No household trash or garbage may be burned anywhere on a Lot. No dumping or placing of unsightly objects of any kind in the Subdivision is permitted.

3.6 Vehicles. No Vehicle will be abandoned in the Subdivision. All operable Vehicles must be parked on a driveway, garage or enclosed Structure. This restriction does not apply to vehicles and equipment temporarily on the Subdivision in connection with the construction or maintenance of a Residence or Structure. Vehicles that transport inflammatory or explosive cargo are prohibited from the Subdivision at all times.

3.7 Unsightly Objects Storage. All unsightly objects must be completely shielded by a Structure.

3.8 Sewage Treatment. No outside toilet will be permitted except during construction of a Residence. No sanitary sewage disposal system will be installed on any Lot until a permit is issued by the regulatory authority having jurisdiction over same.

3.9 Signs. No signs, advertisements, billboards or advertising structure of any kind may be erected or maintained on any Lot except: (i) one professionally made sign not more than five square feet advertising an Owner's Lot for sale, rent or during Residence construction; and (ii) political signage not prohibited by law. Declarant has the right to remove any such sign, which is placed on any Lot in violation of these restrictions, and in doing so, will not be liable, and are hereby expressly relieved from any liability for trespass or other action in connection therewith, or arising from such removal. Declarant has the right to erect any size sign for the purpose of carrying on Declarant's business.

3.10 Drainage. No Residences or Structures may constructed nor may any activity be conducted, which interferes with a drainage pattern or the natural flow of surface water.;

3.11 Hunting and Firearms. Any use of a Lot in the Subdivision must conform to the regulations and ordinances governing hunting and fishing as promulgated by Commissioner's Court of Wilson County, Texas.

3.12 Prohibited Use of Lot as Roadway. No Lot or any part of a Lot will be used as a street, access road, or public thoroughfare without the prior written consent of Declarant. No access through the Subdivision is allowable by adjacent property owners, without the express written consent of Declarant.

3.13 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:

3.13.1 Household pets, such as cats, dogs and birds.

3.13.2 Livestock animals raised for 4-H or FFA school supervised programs, as long as used for a school project.

3.13.3 Livestock, 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.

3.13.4 No pigs or hogs may be raised, kept or bred, except for 4-H or FFA school supervised programs.

3.17.5 Dogs must be kept in fenced in area or under leash.

3.14 No Commercial Activity. Except for the commercial breeding or raising of horses and cattle in accordance with Section 3.13.3, above, no commercial or professional activity on a Lot is permitted except reasonable home office use. Without limiting the definition of "reasonable home use" to be considered "reasonable home office use", the activity must: (i) not be conducted on a Lot owned by someone other than the Owner conducting the activity; (ii) be conducted solely by the Owner, i.e. no employees; (iii) not include any signage or window displays; (iv) not include retail sales or use of the Lot as a point for customer visits, customer pick-up or customer deliveries; (v) not increase traffic volume or parking; and (vi) the activity is incidental and secondary to the use of the Lot for residential purposes. For the purposes of this Section, the term "Owner" includes members of the Owner's Single Family residing in the Residence. This restriction is not applicable to Declarant's business, i.e. Declarant may conduct its business in the Subdivision.

3.15 No Renting. No Residence or Structure may be rented except for rentals to Single Families as a residence for a term of at least six months.

3.16 Mineral Exploration. Exploration for or extraction of minerals is prohibited.

3.16 Soil and Timber Removal. Owners may not excavate, remove or sell the soil, nor cut, sell or remove timber other than as necessary for the construction of a Residence or Structures and associated improvements upon a Lot and as may be necessary for the reasonable use, upkeep and maintenance of the Lot.

3.18 Declarant Privileges. Declarant has reserved a number of rights and privileges to use the Subdivision in ways that are not available to other Owners, as provided in Section 5 of this Declaration. Declarant's exercise of a Development Period right that appears to violate a rule or a use restriction of this Section 3 does not constitute waiver or abandonment of the restriction by Declarant or Owners as applied to Owners other than Declarant.

3.19 Short Term Leases. No residence, garage apartment, or guest house, on any Lot may be leased for a term of less than one year.

4. Construction and Maintenance Standards.

4.1 Consolidation of Lots. An Owner of adjoining Lots may consolidate those Lots into one site for the construction of a Residence.

4.2 Subdivision Prohibited. No Lot may be further subdivided without the written consent of Declarant which consent may be granted or withheld at the sole discretion of Declarant.

4.3 Easements. No easement in a Lot may be granted.

4.4 Maintenance. Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition.

4.5 Utilities. All Residences 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.

4.6 Approval of Plans. All plans and specifications for Residences and Structures must be approved in writing by Declarant prior to construction.

4.7 Single Family. No building may be constructed on any Lot other than one single family residential dwelling with a detached or attached garage or carport. In addition to the primary residence, there may be constructed either (a) garage apartments as part of the garage or (b) guest houses. There may be only one garage apartment or one guesthouse, but not both. There may also be constructed pool houses, cabanas, workshops, barns, and outbuildings so long as they are of good construction, and kept in good repair, and are not used for permanent residential purposes. Any pre-existing outbuildings, barns or similar improvements may continue to remain on the property. Duplex houses, four-plexes, condominiums, or apartment houses are not permitted.

4.8 Maximum Height. The maximum height of a Residence is two stories.

4.9 Required Area. Any single story Residence must have at least 2,300 square feet of living area, and any two story Residence must have at least 2,500 square feet of living area. All porches, garages, guest dwellings, and outbuildings and other Structures 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.

4.10 Location on Lot. No Residence or Structure may be located in violation of the setback lines shown on the Plat. Each Residence must face the front Lot line. All Structures must be set back a minimum of 100 feet from any street.

4.11 Garages. Each Residence must have at least a two-car garage accessed by a driveway. The garage may be a separate structure.

4.12 Damaged or Destroyed Residences and Structures. Any Residence or Structure that is damaged must be repaired within 180 days and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within 180 days and the Lot restored to a clean and attractive condition.

4.13 Traffic Sight Lines. No landscaping that obstructs traffic sight lines may be placed on any Lot.

4.14 Water Wells. A water well is permitted. 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 because of the water well and sanitation requirements related to same.

4.15 Sewage Treatment. No sanitary sewage disposal system will be installed on any Lot until a permit is issued by the regulatory authority having jurisdiction over same.

4.16 Roofs. Only composition, metal, or tile roofs may be used on Residences and Structures. All roof stacks must be painted to match the roof color.

4.17 Air Conditioning. Window or wall type air conditioners may not be used in a Residence.

4.18 Materials. 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. Each residence must have a minimum of fifty percent (50%) brick, rock or stucco masonry construction on exterior walls. Cement siding (for example, Hardi-Plank) may not be used to fulfill any portion of the masonry requirement hereunder.

4.19 Construction Period. Any Residence or Structure commenced on any Lot will be completed as to exterior finish and appearance within six months from the commencement date. During construction of a Residence or Structure, it is required to have 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 purposes" will 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.

4.20 Driveways and Sidewalks. All driveways and sidewalks must be surfaced with gravel base, concrete or asphalt.

4.21 Fences. All fences must be constructed with new materials.

5. Declarant Provisions

5.1 Variances. Declarant reserves the right to grant any waiver or variance from any of the Covenants. 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 Subdivision for Single Family Residences.

5.2 Additional Roads. Declarant reserves the right to construct and develop additional dedicated public roads over and across any Lot owned by Declarant, along with any re-platting as may be required. Each Owner consents, without protest, to non-notification and without notice publication, as stated in the Wilson County Subdivision Regulations, under Re-plat Revisions Procedures, and further allows the Wilson County Commissioner's Court to permit the re-plat.

5.3 Annexation of Additional Property. Declarant expressly 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.

5.4 Development Period Reservations. Declarant reserves the following easements and rights, exercisable at Declarant's sole discretion, at any time during the Development Period:

5.4.1 Withdrawal. During the Development Period, Declarant may withdraw real property from the Subdivision and the effect of this Declaration (1) if the Owner of the withdrawn property consents to the withdrawal, and (2) if the withdrawal does not significantly and detrimentally change the appearance, character, operation, or use of the Subdivision.

5.4.2 Changes in Development Plan. Declarant may modify the initial development plan to respond perceived or actual changes and opportunities in the marketplace. Subject to approval by (1) a governmental entity, if applicable, and (2) the Owner of the land or lots to which the change would directly apply (if other than Declarant), Declarant may (a) change the sizes, dimensions, and configurations of lots and streets; (b) change the minimum dwelling size; (c) change the building setback requirements; and (d) eliminate or modify any other feature of the Subdivision.

5.4.3 Completion. During the Development Period, Declarant has (1) the right to complete or make improvements indicated on the plat; (2) the right to sell or lease any lot owned by Declarant; and (3) an easement and right to erect, construct, and maintain on and in the Common Area and lots owned or leased by Declarant whatever Declarant determines to be necessary or advisable in connection with the construction, completion, management, maintenance, leasing, and marketing of Subdivision, including, without limitation, parking areas, temporary buildings, temporary fencing, portable toilets, storage areas, dumpsters, trailers, and commercial vehicles of every type.

5.4.4 Easement to Inspect and Right to Correct. During the Development Period, Declarant reserves for itself the right, but not the duty, to inspect, monitor, test, redesign, correct, and relocate any structure, improvement, or condition that may exist on any portion of the Subdivision, including the lots, and a perpetual nonexclusive easement of access throughout the Subdivision to the extent reasonably necessary to exercise this right. Declarant will promptly repair, at its sole expense, any damage resulting from the exercise of this right. By way of illustration but not limitation, relocation of a screening wall located on a lot may be warranted by a change of circumstance, imprecise siting of the original wall, or desire to comply more fully with public codes and ordinances. This Section may not be construed to create a duty for Declarant.

5.4.5 Promotion. During the Development Period, Declarant reserves for itself an easement and right to place or install signs, banners, flags, display lighting, potted plants, exterior decorative items, seasonal decorations, temporary window treatments, and seasonal landscaping on the Subdivision, including items and locations that are prohibited to other Owners, for purposes of promoting, identifying, and marketing Subdivision and/or Declarant's houses, lots, developments, or other products located outside the Subdivision. Declarant reserves an easement and right to maintain, relocate, replace, or remove the same from time to time within the Subdivision. Declarant also reserves the right to sponsor marketing events, such as open houses, MLS tours, and brokers parties, at the Subdivision to promote the sale of lots.

5.4.6 Offices. During the Development Period, Declarant reserves for itself the right to use dwellings owned or leased by Declarant as models, storage areas, and offices for the marketing, management, maintenance, customer service, construction, and leasing of the Subdivision and/or Declarant's developments or other products located outside the Subdivision. Also, Declarant reserves for itself the easement and right to make structural changes and alterations on and to lots and dwellings used by Declarant as models, storage areas, and offices, as may be necessary to adapt them to the uses permitted herein.

6. Amendment

6.1 Amendment By Declarant At Any Time. Declarant at any time may amend this Declaration provided such amendment: (i) corrects, improves, or reforms this Declaration and does not terminate this Declaration; and(ii) is not illegal or against public policy.

6.2. Amendment By Declarant During Development Period. To the extent permitted by law, Declarant, during the Development Period, reserves the sole and exclusive right, without joinder or consent of any Owner or other party, to (i) amend, restate, modify or repeal, this Declaration and other dedicatory instruments; and (ii) amend, revise, modify, or vacate any Plat.

6.3 Amendment By Owners. This Declaration may be amended or restated by the written agreement or by signed ballots voting for such of not less than sixty-seven percent (67%) of all of the Owners. There shall be one vote per Lot. Anyone owning more than one Lot shall have one vote for each Lot owned. Such amendment must be approved by said Owners within three hundred and sixty-five days of the date the first Owner executes such amendment. Otherwise, such amendment shall fail. If the amendment is adopted it shall bind and affect the respective Lots whose Owners shall approve such amendment from the time alter the date such amendment is approved by each Owner. The date an Owner's signature is acknowledged shall constitute prima facia evidence of the date of execution and adoption of said amendment by such Owner.

6.4 Effectiveness of Amendment. Any such amendment shall become effective when an instrument is filed for record in the real property records of Wilson County, Texas.

6.5 Declarant Protection. No amendment may affect Declarant's rights under this Declaration without Declarant's written and acknowledged consent, which must be part of the

recorded amendment instrument. This Section may not be amended without Declarant's written and acknowledged consent.

6.6 Corrections. Declarant may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

7. General Provisions

7.1 Term. This Declaration runs with the land and is binding for a term of 20 years, after which this Declaration will be automatically extended for successive terms of 10 years each.

7.2 No Waiver. Failure by an Owner to enforce this Declaration is not a waiver.

7.3 Severability. If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

7.4 Notices. Any notice required or permitted by this Declaration must be given in writing by certified mail, return receipt requested. Unless otherwise required by law or this Declaration, actual notice, however delivered, is sufficient.

7.5 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose and intent of this Declaration.

7.6 Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of Declarant, the Owners, and respective heirs, legal representatives, executors, administrators, successors and assigns.

7.7 Effect of Violations on Mortgages. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgagee under any such mortgage, the holder of any such lien or beneficiary of any such deed of trust; and any such mortgage, lien or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

7.8 No Representations or Warranties. No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by Declarant or Declarant's agents or employees in connection with any portion of the Subdivision, or any improvement thereon, its or their physical condition, compliance with applicable laws, fitness for intended use, or in connection with the sale, operation, maintenance, cost of maintenance, taxes, or regulation thereof, unless and except as specifically shall be set forth in writing.

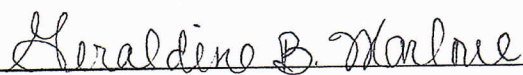
7.9 Captions. The titles, headings, captions, articles and section numbers used in this Declaration are intended solely for convenience of reference and shall not be considered in construing any of the provisions of this Declaration. Unless the context otherwise requires,

references herein to articles and sections are to articles and sections of this Declaration.

7.10 Governing Law. This Declaration shall be construed and governed under the laws of the State of Texas.

7.11 Association. Every owner of a lot in the Subdivision shall be a member of the association of Owners ("Association"). There shall be one vote per Lot. Anyone owning more than one Lot shall have one vote for each Lot owned. The Association will be governed by this Declaration, its Certificate of Formation, if any, and its bylaws and rules adopted by its board of directors (collectively, "Dedictory Instruments"). Every Owner will be a member and agrees to comply with the Dedictory Instruments with the same consequences for failure to comply as are contained in this Declaration for failure to comply with it. Membership in the Association is appurtenant to and may not be separated from ownership of a Lot. If more than one person is an Owner of a Lot, only one vote may be cast for the Lot. The Association will have the powers of a Texas nonprofit corporation and a property owners association for the Subdivision under the Texas Business Organizations Code, the Texas Property Code, and the Dedictory Instruments. The Association may levy assessments to pay the expenses of its formation; to promote the recreation, health, safety, and welfare of Owners in the Subdivision; to fund its operating expenses; and to improve and maintain any Common Areas, including and retention or detention ponds. An assessment is a personal obligation of each Owner when the assessment accrues. Assessments are secured by a continuing vendor's lien on each Lot, and the lien is reserved by Declarant and assigned to the Association. By acceptance of a deed to a Lot, each Owner grants a lien, together with the power of sale, to the Association to secure assessments. The lien granted and reserved to the Association is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Association's lien as to assessments due before the foreclosure. The bylaws or the rules of the Association establish when assessments are due, how assessment amounts may be changed, and the Association's rights to collect assessments. Regular assessments will be equal for all Lots. The bylaws and rules will also specify the Association's remedial rights to charge late fees for late payment of assessments; enforce compliance with the Dedictory Instruments; and assess an Owner for attorney's fees and costs arising out of enforcement actions, foreclosure of the Association's lien, or suspension of an Owner's rights, including voting rights, for a delinquency in paying an assessment or other violations of the Dedictory Instruments.

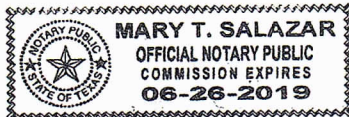

Mark L. Marlowe


Geraldine B. Marlowe

STATE OF TEXAS)

COUNTY OF GUADALUPE)

This instrument was acknowledged before me on Nov 27, 2018, by Mark L. Marlowe.



Mary T. Salazar
Notary Public, State of Texas
My commission expires: 06-26-2019

STATE OF TEXAS)

COUNTY OF GUADALUPE)

This instrument was acknowledged before me on Nov 27, 2018, by Geraldine B. Marlowe.



Mary T. Salazar
Notary Public, State of Texas
My commission expires: 06-26-2019

After recording, please return to:

Christopher H. Moore
Knobles, Ratzsch, Moore & Eveld, LLP
202 N. Camp Street
Seguin, Texas 78155

For Rocky Point
7150 Whipperwill ✓
San Antonio Tx 78263

Filed for Record in:
Wilson County
by Honorable Eva Martinez
County Clerk

On: Nov 27, 2018 at 02:23P
As a Recording

Document Number: 88079176
Total Fees: 74.00

Receipt Number - 325674
By: [Signature]
Buyer's Name:

Any provision hereof which restricts transfer, 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: 2064 and Page: 279 of the named records of Wilson County as stamped hereon by me.

Nov 27, 2018

