AMENDED COVENANTS AND RESTRICTIONS

FOR

O W PROPERTY OWNERS ASSOCIATION, INC.

(hereinafter referred to as "The Association")

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AMENDED COVENANTS AND RESTRICTIONS FOR O W PROPERTY OWNERS ASSOCIATION, INC.

(hereinafter referred to as "The Association")

THE STATE OF TEXAS §
§
COUNTY OF HENDERSON §

RECITALS

The official document titled Covenants and Restrictions for a Portion of the Oakwood Subdivision was recorded in Volume 973, Page 573 of the Official Public Records of Henderson County Texas on March 16, 1982, which placed the covenants and restrictions on the Oakwood Subdivision property shown in the map and plat filed in the plat records of Henderson County, Texas ("Original Restrictions"); and

The official document titled Amendment to the Covenants and Restrictions of the Oakwood Subdivision was recorded under Volume 1006, Page 475 of the Official Public Records of Henderson County, Texas on February 4, 1983 (the "1983 Amendment"); and

The official document titled Amended Covenants and Restrictions on and for the Oakwood Subdivision and Oakwood – Unit II Subdivision was recorded under Volume 1195, Page 290 of the Official Public Records of Henderson County, Texas on April 13, 1987, which placed the covenants, conditions, and restrictions on all land within the Oakwood Subdivision and Oakwood – Unit II Subdivision (collectively, the "Subdivision") (the "April 1987 Restrictions"); and

The official document titled Amended Covenants and Restrictions for the Oakwood Subdivision and Oakwood Unit II Subdivision was recorded under Volume 1219, Page 446 of the Official Public Records of Henderson County, Texas on November 16, 1987, which amended and replaced the covenants, conditions, and restrictions applicable to the Subdivision (the "November 1987 Restrictions"); and

The official document titled Amended Covenants and Restrictions October 21, 2003, Amendment No. 2 for the Oakwood Unit I and Unit II Subdivisions and ("The Property") Unit III was recorded under Volume 2361, Page 571 of the Official Public Records of Henderson County, Texas on November 12, 2003, which amended and replaced the covenants, conditions, and restrictions applicable to the Subdivision (the "2003 Restrictions"); and

The official document titled Amended Covenants and Restrictions July 13, 2004, Amendment No. 3 for the Oakwood Unit I and Unit II Subdivisions and ("The Property") Unit III was recorded under Volume 2465, Page 45 of the Official Public Records of Henderson County, Texas on September 29, 2004, which amended and replaced the covenants, conditions, and restrictions applicable to the Subdivision (the "2004 Restrictions"); and

The official document titled Amended Covenants and Restrictions July 10, 2006, Amendment No. 4 for the Oakwood Unit I and Unit II Subdivisions and ("The Property") Unit III was recorded under Volume 2674, Page 024 of the Official Public Records of Henderson County, Texas on July 25, 2006, which amended and

replaced the covenants, conditions, and restrictions applicable to the Subdivision (the "2006 Restrictions"); and

The official document titled Amended Covenants and Restrictions May 7, 2007, Amendment No. 6 for the Oakwood Unit I and Unit II Subdivisions and ("The Property") Unit III was recorded under Volume 2767, Page 103 of the Official Public Records of Henderson County, Texas on May 31, 2007, which amended and replaced the covenants, conditions, and restrictions applicable to the Subdivision (the "2007 Restrictions"); and

The official document titled Amended Covenants and Restrictions January 13, 2015, Amendment No. 7 for the Oakwood Unit I and Unit II Subdivisions and ("The Property") Unit III was recorded under Document No. 2015-00006473 of the Official Public Records of Henderson County, Texas on May 15, 2015, which amended and replaced the covenants, conditions, and restrictions applicable to the Subdivision (the "2015 Restrictions"); and

The official document titled Amended Covenants and Restrictions November 6, 2017, Amendment No. 8 for the Oakwood Unit I and Unit II Subdivisions and ("The Property") Unit III was recorded under Document No. 2017-00017354 of the Official Public Records of Henderson County, Texas on November 13, 2017, which amended and replaced the covenants, conditions, and restrictions applicable to the Subdivision (the "2017 Restrictions"); and

Section 209.0041(h) of the Texas Property Code provides that, notwithstanding any contrary requirement in a dedicatory instrument, a declaration may be amended **only by a vote of at least sixty-seven percent (67%)** of the total votes allocated to property owners entitled to vote on the amendment of the declaration; and

Owners holding at least **sixty-seven percent (67%)** of the total votes in OW Property Owners Association, Inc. (the "Association") allocated to Owners, wish to amend the Covenants and Restrictions as stated below.

NOW, THEREFORE, owners who hold at least sixty-seven percent (67%) of the total votes in the Association allocated to Owners amend and fully restate the Covenants and Restrictions as described here. The property within the Subdivision will be managed, transferred, sold, occupied, and used according to the covenants, restrictions, easements, liens, and charges in this Amended Covenants and Restrictions for Oakwood (called the "Declaration"). This Declaration can also be amended and supplemented in the future. Once effective, this document replaces the previous Covenants and Restrictions.

ARTICLE I
DEFINITIONS

As used in this Declaration, the terms set forth below shall have the following meanings:

A. ANNUAL MAINTENANCE CHARGE - The annual assessment made and levied by the Association against each Owner and the Owner's Lot in accordance with the provisions of this Declaration.

B. ARCHITECTURAL REVIEW COMMITTEE - The Architectural Review Committee (hereinafter referred to as **ARC**) established and empowered in accordance with Article III of this Amended Covenants and Restrictions.

C. ASSOCIATION – O W Property Owners Association, Inc., a Texas non-profit corporation, its successors, and assigns.

D. BOARD or BOARD OF DIRECTORS - The Board of Directors of the Association.

E. BUILDING SITE – A Lot as defined herein, or a site which results from the combination of two (2) or more contiguous Lots (i.e., lots which share a common boundary line), as approved by the ARC. For future construction on interior lots (lots not located on the lake), lot owners are encouraged to build on two (2) or more adjoining lots. Single-lot owners are encouraged to work with the POA Board or other Oakwood property owners to purchase adjoining lots for consolidation prior to building.

F. BYLAWS - The Bylaws of the Association.

G. CERTIFICATE OF FORMATION - The Certificate of Formation or Articles of Incorporation of the Association.

H. COMMON AREA - Any real property and improvements thereon and amenities owned or maintained by the Association for the common use and benefit of the Owners.

I. COMMUNITY - The Property, together with all Improvements, now or hereafter situated thereon and all rights and appurtenances thereto.

J. GENERAL RULES AND REGULATIONS – The General Rules and Regulations (hereinafter referred to as the **GR&Rs**) are adopted by the Board concerning the management and administration of the Community for the use, benefit, and enjoyment of the Owners. The General Rules and Regulations are recorded in the Official Public Records of Henderson County, Texas. Residents will be notified of any change within thirty (30) days of the filing of the document. Nothing in the General Rules and Regulations shall be construed to conflict with the Amended Covenants and Restrictions.

K. IMPROVED LOT or IMPROVED BUILDING SITE – Each of the Lots or Building Sites on which an Improvement has been placed.

L. IMPROVEMENT - Any Residential Dwelling or addition to garage, building, structure, fixture, fence, or any transportable structure placed on a Lot, whether or not affixed to the land.

M. LOT or LOTS - Each of the Lots that constitute or are a part of the property or properties identified as the Oakwood subdivision Unit I, the Oakwood Unit II subdivision, and ("The Property") Unit III, according to the maps and plats thereof filed of record in the plat records of Henderson County, Texas, or subject to the Declaration.

N. MAINTENANCE FUND – Any accumulation of the Annual Maintenance Charges collected by the Association in accordance with the provisions of this Declaration and interest, penalties, assessments and other sums and revenues collected by the Association pursuant to the provisions of this Declaration.

O. MEMBER or MEMBERS - Each Owner is a Member of the Association as provided in Article IV.

P. MORTGAGE - A security interest, mortgage, deed of trust, or lien instrument granted by an Owner to secure the payment of a loan made to such Owner, duly recorded in the Official Public Records of

Henderson County, Texas, and creating a lien or security interest encumbering a Lot or Lots and some or all Improvements thereon.

Q. NUISANCE. A nuisance is an act, object, or condition that substantially interferes with someone's use and enjoyment of their property or the public's health, safety, or comfort.

R. OWNER or OWNERS - A person or persons, firm, corporation or other entity or any combination thereof that is the record owner of fee simple title to a Lot, including contract sellers, but excluding those having an interest merely as a security for the performance of an obligation.

S. PLANS - The final construction plans and specifications (including a related site plan) of any Residential Dwelling or other Improvement of any kind proposed to be erected, placed, constructed, maintained, or altered on a Building Site.

T. PLAT - The plat for Oakwood, Unit I, recorded under Cabinet D, Page 19 of the Map or Plat Records of Henderson County, Texas; the plat for Oakwood, Unit II, recorded under Cabinet D, Page 109 of the Map or Plat Records of Henderson County, Texas; the plat for any other section of the Community that is subject to the Restrictions, or is hereafter annexed and subjected to the provisions of this Declaration recorded in the Map or Plat Records of Henderson County, Texas; and any replat of any such plat.

U. PROPERTY-- Oakwood Unit I, Oakwood Unit II, and Oakwood Unit III, subdivisions in Henderson County, Texas as shown on the respective Plats, and any other property that has been or may be subjected to the provisions of this Declaration by annexation document or other legal means.

V. RESIDENTIAL DWELLING - The single-family residence and appurtenances constructed on a Building Site.

ARTICLE II
PROVISIONS RELATING TO USE, PERMITTED IMPROVEMENTS AND ARCHITECTURAL DESIGN

SECTION 2.1. USE RESTRICTIONS

A. GENERAL. The Property shall be held, transferred, sold, conveyed, used, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in this Declaration.

A.1. RESTRICTION ON FURTHER SUBDIVISION. No single lot, as it exists as of the date of this Declaration, may be further subdivided. No portion less than the entirety of a Lot may be conveyed by any Owner.

A.2. CONSOLIDATION OF LOTS. The consolidation of adjoining Lots into a single Building Site is permitted. Each consolidation of Lots into a single Building Site must be replatted and recorded in the Map and Plat Records of Henderson County, Texas, and must include and be subject to the setbacks and easements as set forth in Section 2.3.C and Section 2.6.A. of this Declaration. Any such Building Site, once recorded in the Map and Plat Records of Henderson County, Texas, may not be subdivided unless approved in writing by the Board. No less than the entirety of an Approved Building Site may be conveyed by the Owner. For multiple lots which have previously been consolidated and the property owner wishes to unconsolidate the

multiple lots, upon approval of the Henderson County Appraisal District, the property owner may subdivide the multiple lots into at least two or more contiguous lots.

A.3. COMMON AREA. The use of Common Areas must be in accordance with General Rules and Regulations governing the Common Areas adopted and published by the Board of Directors. Each Owner or other person who uses the Common Area does so at his/her own risk. Use of any Common Area(s) is not allowed by any Owner (including any lessee and occupant of said Owner's Lot(s) and all guests of said Owner, lessee or occupant) who is in arrears on any amounts of money owed to the Association for whatever reason(s).

B. SINGLE-FAMILY RESIDENTIAL USE. No Lot or Lots may be used for any purpose other than the purpose(s) explicitly permitted by the provisions of this Declaration. Each Owner shall use his Lot(s) and the Residential Dwelling on his Lot(s) for single-family residential purposes only. "Single-family residential purposes" shall be deemed to specifically prohibit, without limitation, the use of a Lot for a duplex apartment, a garage apartment or any other apartment or for any multi-family use or for any business, professional or other commercial activity of any type, unless such business, professional or commercial activity is unobtrusive and merely incidental to the primary use of the Lot and the Residential Dwelling on the Lot for residential purposes. As used herein, the term "unobtrusive" means, without limitation, that there is no business, professional or commercial-related sign, logo or symbol displayed on the Lot; that there are no clients, customers, employees or the like who go to the Lot for any business, professional or commercial-related purpose on any regular basis; and the conduct of the business, professional, or commercial activity is not otherwise apparent by reason of noise, odor, vehicle and/or pedestrian traffic and the like.

No Owner may use or permit such Owner's Lot or the Residential Dwelling or other Improvement on the Lot to be used for any purpose that would (i) void any insurance in force with respect to the Community; (ii) make it impossible to obtain any insurance required by this Declaration; (iii) constitute a public or private nuisance as defined herein, which determination may be made by the Board acting in good faith; (iv) constitute a violation of the provisions of this Declaration or any applicable law; or (v) unreasonably interfere with the use, occupancy, and enjoyment of the Community by other Owners.

By acquisition of any Lot, each Owner covenants with and represents to the Association that the Lot is being acquired for the specific and singular purpose of constructing and using a Residential Dwelling thereon or using an existing Residential Dwelling thereon: (a) as a residence for such Owner and/or Owner's family members; or (b) if the Owner is a business entity, as a primary residence for an existing officer, director, key employee, substantial shareholder, or general partner of the Owner (as identified and designated to the Association), to be occupied as such, **and not for the purpose of speculation, leasing, renting, corporate retreat, hospitality suite, or other similar disposition. Each Owner agrees and covenants that no speculation, leasing, renting, corporate retreat, or hospitality suite use(s) may occur on any Lot.**

Lots may also be acquired for later use, investment, or Lot consolidation.

C. ANIMALS. Dogs and cats are permitted. No livestock such as cows, pigs, or poultry of any kind may be kept on any Lot. No pet is allowed to make an unreasonable amount of noise or to become a nuisance as defined herein. Owners and guests must restrain their dogs on physical leashes when their dogs are not on the Owner's property, except owners may have their dogs off leash in the park (Common Area) when under owner's control. As a courtesy to your neighbors, Owners shall pick up and dispose of all pet excrement when not on the Owner's property. Feeding of wildlife or feral animals on Common Areas is prohibited.

D. CLOTHES DRYING. No permanent outside clotheslines are allowed.

E. DISEASES AND INSECTS. Owners shall not permit any thing or condition to exist on a Lot which shall induce, breed, or harbor infectious plant diseases or noxious insects, including, without limitation, a swimming pool or hot tub that is not properly maintained.

F. FLAGS. Flags are allowed to be flown on the Owner's lot as permitted by law. Permitted flags include the United States flag, the Texas flag, flags of the United States Armed Forces, and school flags. Flag poles may have a maximum height of twenty (20) feet.

G. GARAGE SALES. The Oakwood Board may elect to have an annual community garage sale with restrictions. Individual estate sales or moving sales must be approved by the Board. Individual/personal garage sales, rummage sales, or similar types of activities are not permitted on an owner's Lot for the safety of the community.

H. LEASES. The covenant against leasing a Residential Dwelling does not prohibit an Owner from leasing his Lot for single-family residential purposes during periods in which he or his family is not occupying the Lot, provided such lease is for at least a 12-month term. For purposes of this Declaration, "leasing" as permitted in this Section 2.1.H. does not permit leases such as, but not limited to, "VRBO," boarding house rentals, backyard rentals, swimming pool rentals, "Swimply," "Airbnb," "HomeAway," party venue rentals, bed and breakfast, or other short-term rental uses. Such uses are strictly prohibited. Further, no Lot may be subject to any type of time-sharing, fraction sharing, or similar program whereby the right to exclusive use of the Lot rotates among members of the program.

Lessees are bound by and subject to all the obligations under this Declaration. A failure to do so shall be a default under the lease. Lessees are permitted to use the amenities, as outlined in the General Rules and Regulations. The Owner who leases his/her lot is not released from any obligation to comply with the provisions of this Declaration by virtue of the lease. An Owner is not permitted to lease a room in the Residential Dwelling or other structure on the Owner's Lot or any portion less than the entirety of the lot and the Residential Dwelling and other Improvements on the Lot.

I. NUISANCES. Owners are prohibited from creating any nuisances as described in Article I, paragraph Q.

J. PROHIBITED ACTIVITIES. Ground fires are prohibited in the Community except for ground fires contained in a fire pit. The discharge of fireworks in the Community is prohibited. The discharge of firearms anywhere within the community is prohibited.

K. SIGNS. Owners are allowed to post certain signs as allowed by law or by the General Rules and Regulations provided by the Association.

L. TRASH, TRASH CONTAINERS. Homeowners' garbage or trash containers should be concealed from view as much as reasonably possible. Garbage and trash must be in tied trash bags and discarded in the Community dumpsters provided for owners in accordance with the General Rules and Regulations. Empty boxes placed in the Community dumpsters must be collapsed.

M. TREES. Cutting of live trees shall be limited to the extent necessary for clearing a foundation site for construction. No clear-cutting of trees on any lot unless permitted in writing by the Board. No soil shall be removed from any lot for any commercial use. Cutting of live trees for installing a pool shall not be allowed until pool construction is commenced. Trees that are damaged, diseased, or dying may be removed.

N. VEHICLES.

N.1. The term "vehicle" is limited to (a) a vehicle used to transport persons and designed to accommodate 10 or fewer passengers, including the operator, and with a Texas vehicle license or a license plate issued by another state, eligible for a passenger vehicle license plate from the State of Texas, and (b) a sport utility vehicle used as a family vehicle. A "pickup truck" is limited to a one-ton capacity pickup truck.

N.2. No Owner, lessee, or occupant of a Lot, including all persons who reside with such Owner, lessee, or occupant, shall regularly park or store a vehicle on the Lot other than a passenger vehicle or pickup truck, as defined above. Vehicles may be parked **temporarily** on side or back lots of the Owner; however, parking in the front yard is not permitted. For safety reasons, overnight parking on the paved portion of the street is not allowed. Additional parking is available at the office parking lot and the clubhouse parking lot.

N.3. Vehicles of any kind which are inoperable may not be parked on a street or stored on a Lot if visible from a street in the Community. As used herein, a vehicle is deemed to be inoperable if it does not display all required current permits and licenses, is on a jack or jack stand(s), does not have fully inflated tires, or is not otherwise capable of being legally operated on a public street or right of way.

N.4 Operation of Vehicles. For the protection of our children, pedestrians, and wildlife, every driver in the Community is required to comply with all traffic rules and signs, including speed limit signs and stop signs. It is the responsibility of the property owner to inform family, guests, and contractors of the speed limits.

N.5. Other Vehicles. Pickup trucks larger than one (1) ton, mobile home trailers, utility trailers, RVs, boats, watercraft trailers, ATVs, RTVs, UTVs, and golf carts can be parked in the garage on a Lot. However, pickup trucks larger than one (1) ton, mobile home trailers, utility trailers, RVs, boats, or trailers shall not be parked on a lot or on the paved portion of a street. RVs and watercraft trailers can be parked in driveways (or on road easements with permission from the property owner) for a maximum of four consecutive days during any seven-day period for loading and unloading. Golf carts/UTVs do not have this four-day limit. To protect the lawn and irrigation in Common Areas, only golf carts and UTVs are permitted to be driven on the unpaved sections of the Common Areas.

N.6. Vehicle Repairs. No passenger vehicle, pickup truck, mobile home trailer, utility trailer, recreational vehicle, boat, watercraft trailer, or other vehicle of any kind may be constructed, reconstructed, or repaired on a Lot within the Community or on a street, except for minor maintenance and repairs to a vehicle owned by an Owner of a Lot (e.g., oil change, spark plugs, belts, tire changes, batteries, etc.).

O. WATER WELLS. The drilling of a water well in the Community is prohibited unless drilled by the Association for the Community's central water supply and distribution system.

SECTION 2.2. EXTERIOR DECORATION, ALTERATION, MAINTENANCE, AND REPAIR

A. EXTERIOR DECORATION AND ALTERATION. Each homeowner can change, fix, or improve the outside of their home and other structures, including repainting or refinishing of the exterior of the improvement on their property. However, these changes require approval from the ARC. Homeowners

must provide all necessary details in their application to get written approval from the ARC. Simply repainting or refinishing with the same colors or materials does not require approval from the ARC.

The ARC may require an Owner to remove or eliminate any exterior modification or improvement on the lot if the item does not comply with the recorded Covenants and Restrictions herein or General Rules and Regulations, or if the item was not approved by the ARC before construction.

Approval from the ARC shall not be required for interior painting or for routine maintenance and repairs which do not involve substantial alterations to the improvements. According to Texas law, any water fixture-related improvements or additions are subject to inspection.

B. MAINTENANCE AND REPAIR. Owners shall keep their property and improvements in good condition, repair, and adequately painted. If an Owner of a Lot fails to keep the exterior of the Residential Dwelling or other Improvement on the Lot in good condition and repair and said condition becomes a safety issue, the issue must be addressed immediately and may be subject to fine. If the Owner of a Lot fails to keep the exterior of the Residential Dwelling or other Improvement in good condition and said condition becomes a nuisance issue, and if such failure continues after 30-day written notice from the Board, the Board may issue a fine to the property owner or the homeowner in accordance with the fine policy set out in the General Rules and Regulations.

An Owner may not use any lot for storage of materials and equipment (except for normal residential requirements or incident to construction of Improvements thereon) or permit the accumulation of trash or rubbish of any kind thereon. The Association provides a burn pit to be used in accordance with the General Rules and Regulations; therefore, for the safety of the Community, an Owner may not burn anything on the Owner's Lot. This provision shall not be construed to prohibit cooking on an outdoor grill or pit, or burning fires in permitted fire pits as provided in Section 2.1.Q.

SECTION 2.3 SIZE AND LOCATION OF RESIDENTIAL DWELLINGS

A. MINIMUM ALLOWABLE AREA OF INTERIOR LIVING SPACE. The minimum allowable area of interior living space in a Residential Dwelling on a Building Site of two or more contiguous lots is 2,000 square feet. (The minimum area of living space for single-lot owners is 1,750 square feet.) The minimum allowable area of interior living space on the ground floor of a two-story Residential Dwelling on a Building Site is 1,000 square feet. For purposes of this Declaration, the term "interior living space" includes all heated and air-conditioned spaces.

B. MAXIMUM ALLOWABLE HEIGHT OF BUILDING. No Residential Dwelling on a Building Site may exceed a reasonable height required for two stories of living space (above finished grade) plus a pitched roof. No Residential Dwelling may have more than two stories of living space above finished grade, except in a case where a third story of living space is contained within the volume defined by the roof planes of the Residential Dwelling. In no event may the height of a Residential Dwelling or any other Improvement on a Building Site exceed 36 feet above finished grade, including the roof. A permitted storage building or greenhouse may not exceed one story. The roof pitch for any improvement on a Building Site shall not be steeper than the pitch of the largest Residential Dwelling on that Building Site.

C. LOCATION OF IMPROVEMENTS - SETBACKS. No Residential Dwelling or other Improvement may be located nearer than twenty-five (25) feet to the front property line. No Residential Dwelling or other Improvement (excluding fences) may be located nearer to the side property line of a Building Site than five

(5) feet, except in the case of a corner Building Site, in which event no Residential Dwelling or other Improvement may be located nearer than fifteen (15) feet from the side property line that is adjacent to the side street. No Residential Dwelling or other Improvement (excluding fences) may be located nearer to the rear property line of the Building Site than ten (10) feet, provided that this requirement does not apply to any portion of the rear Building Site property line of a waterfront Lot that shares a common boundary line with property owned or controlled by the Athens Municipal Water Authority. A permitted storage building or green house must be located in the rear yard of the Building Site and within the applicable building setbacks.

SECTION 2.4. CONSTRUCTION AND MODIFICATION OF RESIDENTIAL DWELLINGS

A. COMPLIANCE WITH GENERAL RULES AND REGULATIONS. All Owners are required to comply with the provisions of the General Rules and Regulations in effect as of the date of recording this Declaration or that may hereafter be adopted and/or amended by the Board of Directors. The General Rules and Regulations may address, without limitation, acceptable and unacceptable exterior building materials, construction procedures, hours during which construction work is permitted, parking of construction vehicles, and the like. Nothing in the General Rules and Regulations shall be construed to conflict with the Covenants and Restrictions.

B. TYPES OF BUILDINGS. A single-lot owner is only allowed to erect, alter, or place on a SINGLE Lot one (1) detached, single-family Residential Dwelling, which dwelling must include an attached or detached garage of not less than 440 square feet, and may also include one permitted storage building and one greenhouse, all of which are subject to approval by the ARC.

A permitted storage building or greenhouse may not exceed 14 feet in width or 20 feet in length. The storage building must be constructed of the similar materials and complementary design and color of the house.

Additional Improvements may be erected or permitted to remain on such Building Site of two or more contiguous consolidated lots, including, but not limited to, additional garage(s) and guest quarters. All Improvements erected or permitted to remain on a Lot or Building Site must be site built (except for greenhouses) and constructed of new materials. Plastic or corrugated metal siding or roofing is not permitted.

C. STORAGE OF BUILDING MATERIALS. Prior to commencement of construction, building materials may be placed on a Lot only when commensurate with normal building material(s) lead times. All materials placed on a Lot must be placed within the property lines of the Lot.

D. COMPLETION OF CONSTRUCTION. After the commencement of construction of a Residential Dwelling or other Improvement on a Lot, the work must be prosecuted diligently such that the Residential Dwelling or Improvement does not remain in a partly finished condition any longer than reasonably necessary for completion. The construction or modification of all Improvements on a Lot will be conducted expeditiously, consistent with normally accepted industry standards for professional builders at the time. Upon completion of construction, all unused building materials and waste products must be promptly removed from the Lot. Thirty (30) days shall be considered a reasonable time to remove these items.

E. INSPECTION DURING CONSTRUCTION/REMODEL. With documented approval (such as text, letter, or email) by the Owner and during reasonable hours, any authorized representative of the Board or the ARC has the right to enter upon and inspect a Lot and the exterior of the Improvements thereon, for the purpose of ascertaining whether the provisions of this Declaration have been or are being complied with. Such person(s) shall **not** be deemed guilty of trespass by reason of such entry.

SECTION 2.5. OTHER IMPROVEMENTS AND EXTERIOR ELEMENTS

A. ANTENNAS. Satellite dish antennas which are forty (40) inches or smaller in diameter and antennas designed to receive television broadcast signals may be installed, provided they are installed in the least obtrusive location that allows reception of an acceptable quality signal.

B. BASKETBALL GOALS. Portable basketball goals are permitted. Roof and wall-mounted and pole-mounted basketball goals are prohibited on the front of a Residential Dwelling.

C. CARPORTS/GARAGES. A carport is not permitted on a Lot. A porte-cochere may be permitted on a Lot if approved in writing by the ARC. A porte-cochere must be an integral part of the Residential Dwelling or garage from the standpoint of both appearance and construction. Garages must be provided for all Residential Dwellings, and in no case may a porte-cochere act as or be substituted for a garage. No garage may be placed or maintained on an easement. All garages must be enclosed by metal or wood garage doors with a paneled design that are harmonious in quality and color with the exterior of the appurtenant Residential Dwelling.

D. DRIVEWAYS. All driveways constructed on a Building Site require prior approval of the ARC. All driveways must be constructed of concrete unless otherwise approved by the ARC. Each garage on a Building Site must have a driveway which extends from that garage to a street abutting the Building Site or an existing driveway.

E. EXTERIOR FINISH. All exterior materials used on a Residential Dwelling or other Improvement must be in accordance with the General Rules and Regulations and approved in writing by the ARC prior to the commencement of construction. The exterior walls and roofs of all detached structures on a Lot (including garages and storage buildings) must be finished with similar materials and complementary design and color as the Residential Dwelling on the Lot. Any concrete, concrete block, or cinder block utilized in the construction of a Residential Dwelling or for retaining walls and foundations must be finished in the same type and quality materials utilized for the remainder of the Residential Dwelling

F. EXTERIOR LIGHTING. Exterior lighting should be limited in location and illumination intensity. Its primary purpose should be to provide for safety. Care should be taken not to pollute the night sky. All exterior lighting other than ground landscape lighting is required to have a top, cone-shaped casting or other type of approved shield that prevents upward or horizontal illumination, the intent being to require all exterior lighting other than ground landscape lighting to be directed downward. No exterior lighting may be directed toward another Lot or illuminate beyond the boundaries of the Building Site on which the lighting fixture is located. High intensity area lighting such as mercury vapor or high-pressure sodium is not permitted. High lumen flood lighting is discouraged.

G. FENCES. The perimeter fence of the Community is the property of the Association, and the removal of such fence is prohibited.

Fences to be constructed on a Lot require prior written approval of the ARC. A fence must not exceed 6 feet in height, measured from the ground. A wire fence on a Lot is prohibited except for a vinyl coated black chain link fence. Fencing in the rear yard of lakefront lots is limited to ornamental metal with a maximum height of 4 feet. Each Owner is responsible for maintaining all fences and gates on the Owner's Lot in good repair. Fences may be built on the property line and are not subject to the setback requirements.

H. FOUNDATIONS. Each Residential Dwelling or other building or structure on a Building Site must be constructed on a foundation of solid concrete slab, or pier and beam with stem wall. Not more than 6 inches vertical surface of the concrete slab or stem wall of a Residential Dwelling may be exposed to view from a street in front of the Building Site. Any slab or stem wall more than 6 inches above finished grade from the street view must have that excess height covered with landscaping or with the same type and quality of siding or masonry material used in the construction of the Residential Dwelling. Any Residential Dwelling with a pier and beam foundation must have all mechanical, electrical, plumbing lines and fixtures located thereunder screened from view from a street in the Community.

I. GOLF CARTS. Golf carts may be operated on unpaved areas of the Common Areas. Golf cart paths are not required to be paved with concrete, unless the storage area is located within a vehicle garage.

J. LANDSCAPING. Landscaping on an Improved Building Site must be maintained in a neat and attractive condition. Dead or diseased plant material must be promptly removed and/or replaced. Hedges or shrubbery planting may not obstruct traffic sightlines for streets within the Community. Vegetable, herb, or similar gardens may not be planted or maintained in the front yard of a Building Site. Vegetable and herb plants are permitted for ornamental purposes throughout the landscaping of a Building Site. Owners are encouraged to landscape improved Building Sites in a manner that is neat and attractive. New homes should have landscaping within 12 months after completion.

K. MAILBOXES. The use of rural, individual mailboxes located on or in front of Lots is prohibited as long as central mail receipt facilities, furnished by the U. S. Postal Service, are provided within the Community.

L. MECHANICAL EQUIPMENT. All mechanical equipment, including, without limitation, air conditioning units, generators, utility pedestals, meters, transformers, and pool equipment, must be located to the extent possible at the side or rear of each Residential Dwelling.

M. PLAY STRUCTURES. One free-standing play structure is permitted in the back yard on a Building Site. A play structure may not exceed 14 feet in height.

N. ROOFING. All roofing materials on a Residential Dwelling or other Improvement on a Building Site must be in accordance with the General Rules and Regulations and approved in writing by the ARC prior to the commencement of construction. All plumbing or heating vents, stacks, and other projections from the roof of a Residential Dwelling must, to the extent possible, be located on the rear roof of the Residential Dwelling and must blend with the color of the roofing material.

O. SEPTIC REQUIREMENTS. Septic tank installation and sanitary plumbing shall conform to all applicable governmental requirements.

P. SWIMMING POOLS AND OTHER AMENITY STRUCTURES. Swimming pools, outdoor hot tubs, reflecting ponds, sauna, whirlpool, lap pool, or other water amenities may not be constructed, installed, and maintained on a Lot **without prior written approval of the ARC**. Waterfall or similar type of water feature may not extend more than 6 feet above grade on a Lot. All pools and spas must be constructed in accordance with the current version of the International Swimming Pool and Spa Code in effect at the time of construction.

Q. TEMPORARY STRUCTURES. No building or structure of a temporary character, trailer, mobile home, modular or prefabricated home, tent, or other building may be placed on a Lot, either temporarily or

permanently. No Residential Dwelling, garage, or other structure, other than an approved play structure, may be moved onto a Lot from another location unless after application and approval by the ARC.

R. WINDOW TREATMENTS AND DOORS. Reflective glass is not permitted on the front of a Residential Dwelling or other Improvement. No foil may be installed on or in any window or used for a sunscreen, blind, shade, or other purposes.

SECTION 2.6. RESERVATIONS AND EASEMENTS

A. UTILITY AND DRAINAGE EASEMENTS. A Building Site shall have a ten (10) foot wide utility and drainage easement along the front and rear Building Site property lines, and a five (5) foot wide utility and drainage easement along the side Building Site property lines. Said Building Site easements, and the building setback lines set forth in Section 2.3.C herein, are to be clearly shown on the Building Site plat which must be recorded in the Map and Plat Records of Henderson County, Texas. Except as otherwise provided in Section 2.3.C, no structure, planting, or other material shall be placed or permitted to remain within these easements which may damage or interfere with installation and maintenance of utilities or which may change, obstruct, or retard the flow of water through drainage paths or channels in such easements. The easement area of such Building Sites shall be maintained by the Owner of the Building Site except for those improvements, if any, for which a public authority or utility company assumes responsibility. No Owner shall create a condition that causes rainwater or other surface water on a Building Site to drain onto a Lot not owned by that owner, or onto a Common Area.

B. MINERAL RIGHTS. It is understood that the title conveyed by Declarant to a Lot or other parcel of land in the Community shall not in any event be held or construed to include the title to any oil, gas, coal, lignite, uranium, iron ore, or any other minerals, water (surface or underground), gas, sewer, storm sewer, electric light, electric power, telegraph or telephone lines, poles or conduits, or any utility or appurtenances constructed by or under authority of Declarant or its agents or Utility Companies through, along, or upon said easements or any part thereof to serve said Lot or other parcel of land or any other portions of the Community. Declarant shall have no surface access to the Community for mineral purposes.

C. COMMON AREAS. Common Areas exist within the Community and may be used for landscape, open space, and recreational purposes. Owners of Lots within the Property hereby agree to hold harmless the Association and release them from any liability for the operation and maintenance of the Common Areas and agree to indemnify the parties released for any incidental noise, lighting, odors, parking, and/or traffic which may occur in the normal operation of the Common Areas.

D. Owners whose Lots are adjacent to Common Areas may not allow any drainage pipes or conduits, grass clippings, dead plants, grass, trash, fertilizers, chemicals, petroleum products, environmental hazards, or any other foreign matters to infiltrate or penetrate the Common Areas. An Owner who causes such infiltration or penetration shall indemnify the Association for all costs of clean up, repair, and remediation necessary to restore the Common Areas to their condition immediately prior to said infiltration or penetration. Each Owner hereby acknowledges that the Association, its directors, officers, managers, agents, or employees have made no representations or warranties, nor has such Owner or any tenant, guest, or invitee of such Owner relied upon any representations or warranties, expressed or implied, relative to the Common Areas.

SECTION 2.7. GRANDFATHER CLAUSE

The provisions of this Declaration will be effective upon recording of the Declaration (the "Effective Date"). Any improvements existing on the effective date not in compliance with the requirements of this declaration shall be considered an "Existing Violation" and shall not be required to be removed or modified. However, if an Existing Violation is removed or modified, whether voluntarily or involuntarily, after the Effective Date, such Existing Violation shall not be permitted to be renewed or replaced in a manner that violates this Declaration. Repairs made to Improvements which are considered an Existing Violation, which do not remove or modify said Improvement, are allowed and said Existing Violation status shall be renewed. In the event of complete destruction by natural disaster or fire of a single residence with a carport, no Owner shall be required to rebuild their structure different from the original design.

ARTICLE III. ARCHITECTURAL APPROVAL

SECTION 3.1. ARCHITECTURAL REVIEW COMMITTEE

The Architectural Review Committee (herein referred to as the ARC) shall consist of three members, all of whom shall be appointed by the Board. All members of the ARC are required to be members of the Association and shall serve for such term as may be designated by the Board, or until resignation or removal by the Board. The vote of a majority of the ARC members will constitute the decision of the ARC.

Within 180 days of the recording of this Declaration in the legal records of Henderson County, Texas, the Board shall develop and adopt a policy for appointing members to the ARC. Such policy shall set forth a procedure for identifying and selecting members and shall adopt procedures for notifying all Owners of upcoming committee openings. Any Owner in good standing shall have the right and the opportunity to request appointment to the committee. Such policy should also set forth the length of time an appointed member may serve on the ARC, and the circumstances under which a member may be reappointed to the ARC. The Board has the right to remove any member from the ARC at its discretion.

SECTION 3.2. APPROVAL OF IMPROVEMENTS REQUIRED

In order to preserve the architectural and aesthetic appearance and the natural setting and beauty of the Community and to protect and promote the value of the Lots and the Residential Dwellings and Improvements thereon, no Improvement of any kind shall be commenced, installed, moved onto, altered, relocated, or permitted to remain on or maintained on a Lot by the Owner, which affect the exterior appearance of the Lot or the Residential Dwelling or other Improvement on the Lot, unless Plans have been submitted in writing to and approved in writing by the ARC in accordance with this Declaration.

Prior to the commencement of construction of a Residential Dwelling or other Improvement on a Building Site, the ARC is hereby authorized by the Board to approve all Plans and the construction of all Residential Dwellings and other Improvements on a Building Site. The ARC may adopt, with the Board review and approval, procedural rules addressing the submission of plans, which may include a submission fee.

The ARC has the right to disapprove plans on any ground which is inconsistent or in conflict with the objectives and purposes of this Declaration, such as failure to comply with any of the provisions of this Declaration or the General Rules and Regulations; failure to provide requested information; or objection to exterior design, appearance, or materials. The ARC has the right to approve Plans with conditions or

stipulations by which the Owner of such Lot is obligated to comply and must be incorporated into the Plans for the Residential Dwelling or other Improvement, so long as such conditions or stipulations are consistent with the provisions of this Declaration and/or General Rules and Regulations adopted by the Board.

Any revisions, modifications, or changes in or deviation from Plans previously approved by the ARC must be approved by the ARC in the same manner specified above.

If construction of the Residential Dwelling or other Improvement has not substantially commenced (e.g., by clearing and grading, pouring of footing and otherwise commencing framing and other related construction work) within 90 days of approval by the ARC of the Plans for such Residential Dwelling or other Improvement (or such longer period if agreed to in writing by the ARC), then no construction may be commenced (or continued) on the Lot, and the Owner of the Lot must resubmit all Plans for the Residential Dwelling or other Improvement to the ARC for approval in the same manner specified above.

The duties of the ARC may be assigned to an architect or other third-party professional as deemed appropriate by the ARC. The assignment may include all duties or only selected duties of the ARC. In the event of such an assignment, the architect or other third-party professional may be compensated in the manner the Board of Directors determines to be appropriate which may include the direct payment of the applicable Submission Fee to the architect or other third-party professional by the Owner submitting Plans for approval or disapproval.

SECTION 3.3. ADDRESS OF COMMITTEE. The address of the ARC shall be at the principal office of the Association unless a notice of an alternate address for the ARC is recorded in the Official Public Records of Henderson County, Texas.

SECTION 3.4. FAILURE OF COMMITTEE TO ACT ON PLANS. The ARC has 45 days to approve or deny building plans. If the ARC asks for more information, the ARC will respond within a reasonable time period, not to exceed fourteen (14) business days. Approval or denial must be in writing. If the ARC doesn't respond in 45 days, the plans are considered approved, unless they violate this document or the General Rules and Regulations.

SECTION 3.5. PROSECUTION OF WORK AFTER APPROVAL. Once plans are approved, construction must start and finish within the agreed timeframe and match the approved plans. Building materials cannot be stored on the lot more than thirty (30) days before construction begins. The job site and streets must be kept clean, and no construction debris can be buried on the lot. Construction vehicles must be parked on the lot or road easements. Construction is complete when the exterior is finished, all debris is removed, and all interior rooms (except attics) are finished. Debris removal must be within 30 days of exterior completion. A dumpster and portable toilet must be on site before construction unless waived by the ARC.

SECTION 3.6. INSPECTION OF WORK. The ARC can inspect construction before or after completion, as described in 2.4.E, but this right ends 60 days after they should reasonably know the work is finished.

SECTION 3.7. DEEMED COMPLIANCE OF CONSTRUCTION. If the ARC doesn't report any problems within 60 days of knowing construction is finished (unless due to the owner's fault), the work is considered approved. However, this doesn't allow violations of this document or the General Rules and Regulations.

SECTION 3.8. NO IMPLIED WAIVER OR ESTOPPEL. Past decisions don't force the ARC or Board to make the same decision in the future. Approving one project doesn't guarantee approval for similar projects.

SECTION 3.9. POWER TO GRANT VARIANCES. The Board can allow exceptions (variances) to certain rules in this document if needed due to unique circumstances. Variances must be in writing and do not change the rules for other lots and require compliance with government regulations. Approval must be documented with reasons given for the variance.

SECTION 3.10. COMPENSATION OF ARC MEMBERS. ARC members are not paid, but they may be reimbursed for expenses. If the ARC members hire architects or other third-party professionals, those professionals may be paid with pre-approval from the Board.

SECTION 3.11. ESTOPPEL CERTIFICATES. The Board can provide written confirmation (certificates) about project approvals. Anyone relying on these certificates is protected.

SECTION 3.12. NONLIABILITY FOR ARC ACTION. The ARC, the Association, and the Board are not responsible for losses unless due to their intentional misconduct. They do not guarantee the quality or safety of construction. They also are not liable for Association debts or the actions of others.

ARTICLE IV: MANAGEMENT AND OPERATION OF COMMUNITY

SECTION 4.1. MANAGEMENT BY ASSOCIATION. The Association manages the community. The Board runs the Association and can enter into contracts for items such as maintenance and security.

SECTION 4.2. MEMBERSHIP IN ASSOCIATION. All lot owners are automatically members of the Association. Owners cease to be members when lots transfer to new owners.

SECTION 4.3. VOTING OF MEMBERS. Each lot gets one vote. Multiple owners of a lot must agree on who votes. Members can vote in person, by written proxy, or by absentee ballot. Fractional votes and split votes are not permitted.

SECTION 4.4. MEETINGS OF THE MEMBERS. Meetings are held as described in the Association's Bylaws and in the General Rules and Regulations. All members may attend meetings of the Association.

SECTION 4.5. PROFESSIONAL MANAGEMENT. The Board can hire professional managers.

SECTION 4.6. BOARD ACTIONS IN GOOD FAITH. Board members are not liable for actions or omissions taken in good faith.

SECTION 4.7. STANDARD OF CONDUCT. Board members must act fairly. Their decisions are protected if made in good faith.

SECTION 4.8. IMPLIED RIGHTS; BOARD AUTHORITY. The Association can use its rights and powers, and the Board can act without a member vote unless required. The Board can handle legal matters, but is not required to sue.

ARTICLE V.
MAINTENANCE EXPENSE CHARGE AND MAINTENANCE FUND

SECTION 5.1. MAINTENANCE FUND. The Maintenance Fund is used for community expenses. The Board decides how to use the Maintenance Fund and will not be liable unless the Board acts in bad faith.

SECTION 5.2. COVENANTS FOR ANNUAL MAINTENANCE CHARGES AND ASSESSMENTS. Lot owners must pay annual maintenance fees as determined by the Board, which can be enforced by a lien on the property. Owners are responsible for fees while they own the lot.

SECTION 5.3. BASIS AND MAXIMUM ANNUAL MAINTENANCE CHARGE

The Annual Maintenance Charge, fifty percent (50%) of which shall be imposed each January 1 and fifty percent (50%) each July 1, will be comprised of a "Lot Fee" and a "Homeowner Fee." On January 1 immediately following the recording of this Declaration, the Annual Maintenance Charge shall be in the amount described on the attached Exhibit A, which is incorporated herein. The Annual Maintenance Charge may be increased or decreased as provided in this Article V. In addition, the Annual Maintenance Charge may include a "Road Maintenance Fee" in certain years when determined to be necessary and appropriate in the sole discretion of the Board.

SECTION 5.4. DETERMINATION OF ANNUAL MAINTENANCE CHARGE

On or before the 30th day of November in each year following the recordation of this Declaration, the Board of Directors of the Association shall fix the amount of the Annual Maintenance Charge to be levied against each Lot in the next calendar year based upon the budget adopted by the Board for that calendar year. Written notice of the figure at which the Board has set the Annual Maintenance Charge for Lots shall be sent to every Lot Owner. Provided that, the failure to fix the amount of the Annual Maintenance Charge or to send written notice thereof to all Owners shall not affect the authority of the Association to levy Annual Maintenance Charges or to increase Annual Maintenance Charges as provided in this Declaration. However, the Board may not increase the Annual Maintenance Charge by more than fifteen percent (15%) above the prior year's Annual Maintenance Charge, unless such increase is approved either in writing by not less than a majority of the Members without a meeting, or by the vote of not less than **two-thirds (2/3)** of the Members present and voting, in person or by proxy or absentee ballot, at meeting of the Members called for that purpose at which a quorum is present. The Association is not required to send a copy of the applicable budget to all Owners with written notice of the amount of the Annual Maintenance Charge; however, the budget shall be available for review upon proper request in accordance with the Association's open records or documents production policy.

SECTION 5.5. SPECIAL ASSESSMENTS

If the Board at any time determines that the Annual Maintenance Charges assessed for any period are insufficient to provide for the continued operation of the Community contemplated by the provisions of this Declaration, the Board may propose a Special Assessment in an amount deemed necessary to provide for such continued maintenance and operation of the Community. The Board may only consider a Special Assessment to cover extraordinary or unbudgeted expenses for essential services or for critical infrastructure of the Community such as major repairs (e.g., storm damage), capital improvements (e.g., road paving), or emergencies. Any discussion or vote by the Board on levying a special assessment must occur during an open board meeting with prior notice to all owners. The amount of any Special Assessment levied against Lots must be uniform.

SECTION 5.6. ENFORCEMENT OF ANNUAL MAINTENANCE CHARGE/ SUBORDINATION OF LIEN

Fees are due in two installments (January 1st and July 1st) and are subject to late fees and interest of twelve percent (12%) per year, or the maximum rate allowed by law, after thirty (30) days. A lien shall be created and placed on the property to secure payment. This lien is secondary to purchase mortgages and must be filed in the official Public Records of Henderson County, Texas. The Association can foreclose on the property for any unpaid fees, Special Assessments, late charges, interest, costs, and attorney's fees. The Association shall have all legal remedies accorded to the enforcement of a lien.

SECTION 5.7. NOTICE OF SUMS OWING. The Association can provide a statement of owed fees upon written request and is entitled to a reasonable fee.

SECTION 5.8. FORECLOSURE OF MORTGAGE. If a superior Mortgage is foreclosed upon, the purchaser of the property is not responsible for the previous owner's unpaid fees or other sums owing. However, the purchaser is responsible for any Annual Maintenance Charges, Special Assessments, or other sums which become due to the Association after the date of the foreclosure.

SECTION 5.9. ADMINISTRATIVE FEES AND RESALE CERTIFICATES. The Association can charge reasonable fees for processing lot sales, changing ownership records of the Association, Transfer of Title, and providing Resale Certificates.

ARTICLE VI. INSURANCE/ SECURITY

SECTION 6.1. GENERAL PROVISIONS. The Board decides if the Association needs insurance and, if so, what kind. Insurance premiums shall be paid from the Maintenance Fund. The Association must have liability insurance for directors and officers.

SECTION 6.2. INDIVIDUAL INSURANCE. Owners are responsible for insuring their own property and liability of the Owner, tenant, or occupant.

SECTION 6.3. INDEMNITY OF ASSOCIATION. Owners are responsible for costs caused by their negligence or misuse by their family, tenants, guests, invitees, agents, employees, or any resident or occupant of his Residential Dwelling. Owners, by acceptance of a deed to a lot, indemnifies the Association, its officers, directors, and agents from those costs.

SECTION 6.4. SECURITY. The Association, its directors, officers, managers, employees, agents, and attorneys are in no way an insurer or guarantor of security within the property. They shall not be liable for any loss or damage for failure to provide security. The Association and related parties do not warrant any protection for the following--but not limited to--fire, burglary, patrol services, surveillance, monitoring devices, or other security. Each Owner shall assume the risk for any loss and is responsible to protect themselves, their guests, lessees, or other occupants.

ARTICLE VII. FIRE OR CASUALTY / REBUILDING

SECTION 7.1. REBUILDING.

If a fire or other event damages or destroys an owner's home or another structure on their property, the owner has 180 days to start a contract to repair or rebuild it. The owner must either restore it according to the original plans or get new plans approved by the ARC. The owner should begin the repairs or reconstruction promptly to ensure the home or structure is not left in an incomplete state longer than necessary.

If the owner does not start repairing or reconstructing the damaged home or structure within 180 days of the fire or other event, or if the Owner has not opted to demolish the damaged structure and restore the lot to its original condition within that time frame, the Association can send written notice giving 30 days to comply. If the Owner fails to act, the Association or a contractor they hire has the right, but not the obligation, to enter the property, demolish the damaged structure, and restore the lot as close as possible to its original state.

If the Association incurs any costs to demolish the damaged structure and restore the lot, the owner will be responsible for those costs, including legal fees. Additionally, an extra twenty-five percent (25%) of those costs will be added to cover overhead and supervision. Interest will also be charged from the date the invoice is submitted to the owner, at a rate of twelve percent (12%) per year, or the maximum rate allowed by law, whichever is lower. These charges will be added to the owner's assessment account, secured by a lien, and collected as specified in Article V of the Declaration.

ARTICLE VIII.
AMENDMENT, DURATION, ANNEXATION AND MERGER

SECTION 8.1. AMENDMENT. The provisions of this Declaration may be amended at any time by an instrument in writing signed by the Secretary of the Association certifying that Owners representing not less than **sixty-seven percent (67%)** of the total votes allocated to Owners in the Association approved such amendment, setting forth the amendments and duly recorded in the Official Public Records of Henderson County, Texas. Any legal challenge to the validity of an amendment to this Declaration must be initiated by filing a suit not later than one year after the date the amendment document is recorded in the Official Public Records of Henderson County, Texas.

SECTION 8.2. DURATION. The provisions of this Declaration (as amended) shall remain in full force and effect until January 1, 2040, and shall be extended automatically for successive ten (10) year periods each; provided, however, that the provisions of this Declaration may be terminated on January 1, 2040, or on the commencement of any successive ten-year period by filing for record in the Official Public Records of Henderson County, Texas, an instrument in writing signed by Owners representing not less than ninety percent (90%) of the Lots.

SECTION 8.3. ANNEXATION. Additional land may be annexed and subjected to the provisions of this Declaration with the consent of not less than two-thirds (2/3) of the Members of the Association present and voting, in person or by proxy or absentee ballot, at a meeting of the Members called for that purpose at which a quorum is present. The annexation of additional land shall be effective upon filing of record an annexation instrument in the Official Public Records of Henderson County, Texas.

ARTICLE IX. MISCELLANEOUS

SECTION 9.1. SEVERABILITY. In the event of the invalidity or partial invalidity or partial unenforceability of any provision in this Declaration, the remainder of the Declaration will remain in full force and effect.

SECTION 9.2. NUMBER AND GENDER. Pronouns, whenever used herein, and of whatever gender, include natural persons and corporations, entities and associations of every kind and character, and the singular includes the plural, and vice versa, whenever and as often as may be appropriate.

SECTION 9.3. ARTICLES AND SECTIONS. Article and section headings in this Declaration are for convenience of reference and shall not affect the construction or interpretation of this Declaration. Unless the context otherwise requires, references herein to articles and sections are to articles and sections of this Declaration.

SECTION 9.4. DELAY IN ENFORCEMENT. No delay in enforcing the provisions of this Declaration with respect to any breach or violation thereof shall impair, damage, or waive the right of any party entitled to enforce the same to obtain relief against or recover for the continuation or repetition of such breach or violation, or any similar breach or violation thereof, at any later time.

SECTION 9.5. ENFORCEABILITY. The provisions of this Declaration shall run with the Property and shall be binding upon and inure to the benefit of and be enforceable by the Association, each Owner and occupant of a Lot in the Community, or any portion thereof, and their respective heirs, legal representatives, successors, and assigns. Provided that, only the Association is authorized to enforce the lien established in Section 5.6 of this Declaration. If notice and an opportunity to be heard are given as provided by law, the Association is authorized to impose reasonable fines for violations of the provisions of this Declaration, or any General Rules and Regulations adopted by the Association or the ARC pursuant to any authority conferred on either of them by the provisions of this Declaration, and to collect reimbursement of actual attorney's fees and other reasonable costs incurred by it relating to violations of the provisions of such documents. Such fines, fees, and costs will be added to the Owner's assessment account, secured by the lien, and collected in the manner provided in Article V of this Declaration.

SECTION 9.6. REMEDIES. In the event any one or more persons, firms, corporations, or other entities shall violate or attempt to violate any of the provisions of this Declaration or the General Rules and Regulations, the Association, each Owner or occupant of a Lot within the Community, or any portion thereof, may institute and prosecute any proceeding at law or in equity to abate, preempt, or enjoin any such violation or attempted violation or to recover monetary damages caused by such violation or attempted violation.

SECTION 9.7. INTERPRETATION. The provisions of this Declaration shall be liberally construed to give full effect to their intent and purposes. If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible to more than one conflicting interpretation, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration and the general plan of development established by this Declaration will govern.

September 8, 2025 - Amended Covenants and Restrictions

The undersigned, being an officer of O W Property Owners Association, Inc. (the "Association"), does hereby confirm that the foregoing Amended Covenants and Restrictions for O W Property Owners Association was approved by not less than **sixty-seven percent (67%)** of the total votes in The Association allocated to Owners, to become effective upon recording in the Official Public Records of Henderson County, Texas.

O W PROPERTY OWNERS ASSOCIATION, INC.

By: Eddie Lick

Name: Eddie Lick

Its: President / ~~Vice President~~ / ~~Secretary~~

THE STATE OF TEXAS §

COUNTY OF HENDERSON §

BEFORE ME, the undersigned authority, on this day personally appeared Eddie Lick, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that s/he executed the same for the purposes and considerations therein expressed and in capacity therein and herein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this day 7 day of OCTOBER, 2025.

Robin Anne Foleen

Notary Public in and for the State of Texas

Robin Anne Foleen
My Commission Expires
7/22/2029
Notary ID135518579

Exhibit A

(Exhibit A, as referenced in Section 5.3, is an example of the Annual Maintenance Charge, which can be increased each year. The Annual Maintenance Charge will be comprised of a "Lot Fee" and a "Homeowner Fee" as described in this exhibit.)

EXAMPLE - 2026 MAINTENANCE DUES

LOT FEES:	Semi Annual Fee	Annual Fee
1 Lot	$260.00	$520.00
2 Lots (2nd lot +$130)	$390.00	$780.00
3 Lots (3rd lot +$65)	$455.00	$910.00
4 Lots (4th lot +$33)	$487.00	$974.00
5 Lots & Up (5th lot and on +$24/ea)	$ 24 each additional lot	+ $48/each
+	+	+
HOMEOWNER FEE: *(A Homeowner fee per residence; not applied to owners with lots only)*	$150.00	$300.00

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Henderson County
Mary Margaret Wright
County Clerk
Athens, TX 75751

Instrument Number: 2025-00014406
As
Recorded On: 10/07/202502:29 PM **Recordings - Land**

Parties: O W PROPERTY OWNERS ASSOCIATION INC

To: PUBLIC **Number of Pages:** 26 Pages

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(Parties listed above are for Clerks reference only)

****Examined and Charged as Follows:****

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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.

I hereby certify that this instrument was filed and duly recorded in the Official Records of Henderson County, Texas

County Clerk
Henderson County, Texas

Record and Return To:

O W PROPERTY OWNERS ASSOCIATION
8799 CHARLYA DR

ATHENS, TX 75752