70 2022 00450766

Leon County
Christie Wakefield
Leon County Clerk
Centerville, Texas 75833

Instrument Number: 2022- 00450766

As
Recordings

Recorded On: May 09, 2022

Parties: THREE LAKES RANCH
To
TO THE PUBLIC

Billable Pages: 23

Recorded By: THREE LAKES RANCH

Num Of Pages: 24

Comment: RESTRICTIONS

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

Recordings	104.00
Recording Charge:	**104.00**

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

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Leon County, TX

File Information:

Document Number: 2022- 00450766
Receipt Number: 171359
Recorded Date/Time: May 09, 2022 03:33:30P
Book-Vol/Pg: Bk-OR Vl-1881 Pg-593

Record and Return To:

THREE LAKES RANCH
HAND DELIVER 5-9-22
CENTERVILLE TX 75833

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS FOR THREE LAKES RANCH SUBDIVISION

STATE OF TEXAS	§	
	§	**KNOWN ALL MEN BY THESE**
COUNTY OF LEON	§	**PRESENTS**

This Declaration is made on the date hereinafter set forth by LSLP Centerville Land, LLC a Delaware Limited Liability Company, hereinafter referred to as "Developer" or "Declarant".

WITNESSETH:

WHEREAS, Developer is the owner of that certain tract of land located in Leon County, Texas, containing 1218.59 acres, said land being more fully described on the map and plat recorded under Clerks Instrument Number 2022-00450764 Env 223A-226B of the Plat Records of Leon County, Texas, hereinafter referred to as "Three Lakes Ranch Subdivision," "Property" or "Subdivision"; and

WHEREAS, it is the desire and purpose of Developer to place certain restrictions, easements, covenants, conditions, charges, liens and reservations (hereinafter referred to as "Restrictions" or "Declaration") upon the Subdivision in order to establish a uniform plan for its development, insure the use of the Property for residential purposes only, prevent nuisances, prevent the impairment of the value of the Property, maintain the desired character of the community, and insure the preservation of such uniform plan for the benefit of the present and future Owners of the Property;

NOW, THEREFORE, Developer hereby adopts, establishes and imposes upon the Property, the following Restrictions for the purposes of enhancing and protecting the value, desirability and attractiveness of the Property, which Restrictions shall run with the land and inure to the benefit of each Tract Owner and his invitees:

ARTICLE I
DEFINITIONS

1.01. Architectural Control Committee or ACC. "Architectural Control Committee" or "ACC" shall mean the Developer until the Control Transfer Date and thereafter a committee initially appointed by the Developer pursuant to these Restrictions to review and approve plans for the construction of Improvements as more specifically provided by Article VIII hereof.

1.02. Annual Assessment. "Annual Assessment" means the amount set forth in Section 5.02 hereof.

1.03. Assessment. "A
Assessments or other charges, i
together with the cost and exper
limited to court costs and attorn

1.04. Association. "As
Control Transfer Date and there
Inc. and its successors and assig

1.05. Board of Directo
prior to the Control Transfer
Association appointed by the De

1.06. Bylaws. "Bylaws
amended.

1.07. Common Area. '
including any applicable easeme
Date) or the Association for the c
not limited to, the entrance gat
pavilion, landscaping, easemen
Association may acquire in the f
Any lake that is a Common A
responsible for the liability and r

1.08. Common Area E
necessary to maintain, replace, re
expense to operate the Associa
insurance, directors and officer's
expenses of the Association. A
mowing of the Common Area an
floating docks (c) Common A
maintenance and repair of the dar
as such other expense and capit
Directors to promote the safet
maintain the Subdivision in an at

1.09. Control Transfer
date of 1.) Developer no longer c
limited to Common Area; 2.)
Declaration; or 3.) Developer, in
Association as set forth herein. N
after the date seventy five percen
to this Declaration are conveyed
board members must be elected b

Subdivision which has been dedicated for the purpose of ingress and egress through the Subdivision for the benefit of the Tract Owners. The Roads in the Subdivision will be paved and maintenance of the Roads shall be sole the responsibility of the Three Lakes Ranch Property Owners' Association.

1.18. Special Assessment. "Special Assessment" shall have the meaning given to that term in Section 5.03 hereof.

1.19. Tract or Lot. "Tract" or "Lot" means the 182 individual tracts of land or lots identified on the Plat or any amendments thereto.

1.20. Vote of Members. "Vote of Members" means the affirmative vote of two thirds (2/3) of the Members entitled to vote who are present at a meeting of Members, either in person or by written proxy. In accordance with Section 4.04, only one Member is entitled to vote for each Tract and only one vote shall be counted for each Tract even though a Tract may have several Owners.

ARTICLE II
RESTRICTIONS

2.01. Single Family Residences. Each Tract shall be used for single family residential purposes only.

2.02. Minimum Square Footage. The main residence constructed on a Tract shall have least one thousand twelve hundred (1,200) square feet within its outside walls and must be constructed with a minimum of three feet (3') of masonry wainscoat on all sides of the exterior.

2.03. Timeline for Construction. Upon start of construction, the exterior of any main residence must be completed within twelve (12) months from the slab being poured and must be built to applicable building and windstorm/flood codes.

2.04. Limit on Structures. No more than three (3) structures may be constructed on a Tract. This limitation is to limit the number of major structures, such as the main residence, outbuilding, storage building, barn, guest quarter and detached garage. Specifically, not considered as a major structure, includes, but is not limited to a well house or a doghouse.

2.05. Construction Materials. All Improvements must be built with new construction materials and must be built in place on the Tract. All construction materials used shall be of materials such as wood, rock, brick, hardiplank, stucco or metal. The use of aluminum siding or vinyl siding is prohibited. The Architectural Control Committee or the Developer (prior to Control Transfer Date) may authorize the use of other materials on a case by case basis. Barndominium style homes are allowed for the main residence. As a clarification, a bardominium style home is allowed for the main residence, but this does not alter the prohibition set forth in paragraph 2.09 that an Owner may not permanently

live in a quest quarter constructed within a barn. Log cabins may be built as long as they comply with building requirements (including the three foot (3') masonry wainscoat on all sides).

2.06. Temporary Structures & Use of RVs. No structure of a temporary character, whether trailer, motor home, recreational vehicle, tent, basement, shack, garage, barn or other outbuilding shall be maintained or used on any Tract at any time as a residence, either temporarily or permanently, except as provided below. No Tract shall be used as a camping ground, and no tent camping is allowed.

Prior to the construction of a residence on a Tract, an Owner may use a recreational vehicle camper or motor home ("Recreation Vehicle" or "RV") for camping purposes no more than seven (7) days out of any thirty (30) day period and no more than twenty-five (25) days per year. TEMPORARY RV CAMPING OR USING ANY TYPE OF RECREATIONAL VEHICLE, WILL NO LONGER BE PERMITTED, ONCE EIGHTY (80) OR MORE RESIDENCES HAVE BEEN BUILT ON THE LOTS IN THE SUBDIVISION. With written approval from the ACC, an RV may be used as a temporary residence during construction, not to exceed twelve (12) months, provided an approved septic system has been installed for the RV and the RV is placed at the rear of the construction site.

Temporary structures, including a business office, portable restroom facilities, or construction storage facilities may be located on a Tract while the main residence for a Tract is actively under construction, provided that such are removed upon substantial completion of construction and are not located on a Tract for longer than the time allowed for construction of a main residence pursuant to Section 2.03 above.

2.07. Storage of Trailers, RVs, and Boats. All trailers, RV's, trucks (other than pickups with a rated capacity of (1) Ton or less), boats, personal watercraft, tractors, wagons, buses, motorcycles, motor scooters, all-terrain vehicles, golf carts, and other recreational vehicles, lawn or garden equipment, farm or ranch equipment, construction equipment, and other similar items must be screened from view of the road unless they are stored under a carport.

2.08. Guest Quarter. A guest quarter may be built upon each Tract provided the guest quarter contains no less than five hundred (500) square feet and is no more than half the size of the main residence. A guest quarter must be built along with or after the construction of the main residence and may not be built or occupied prior to the main residence unit being occupied. Guest quarters must be constructed with material harmonious with the main dwelling. A guest quarter shall not be rented for income, unless it is rented along with the main residence.

2.09. Barns With A Guest Quarter. Guest quarters located inside of a barn which is constructed on a Tract shall be allowed, so long as the guest quarters are not used as a permanent residence. Guest quarters shall not be rented for income, unless it is rented along with the main residence, and cannot compromise more than fifty percent (50%) of the interior space of such barn. Such guest quarters may be used as a "weekend getaway" for

such Tract Owner prior to the construction of the main residence but cannot be as used as a Tract Owner's permanent residence; this prohibition applies even on a temporary basis when the main residence is being constructed.

2.10. Barns and Workshops. One permanent metal, rock, brick, stucco and/or hardiplank barn or workshop shall be allowed but it must have the required three foot (3') masonry wainscoat on all sides. Barns shall not exceed 3,600 square feet on Tracts that are greater than 5 acres. Barns located on Tracts that have that are 4.99 acres or less shall not exceed 2,400 square feet. Such structures must be located behind the main residence and may be constructed on the Tract prior to the main residence being constructed or occupied. No portable storage buildings shall be allowed.

2.11. Garages. All single family residential units, except an approved guest quarter, must have a garage or carport. All garages and carports must be constructed out of the same materials as used for the main residence. All garages must open from the side or rear of the residence.

2.12. Fencing and Light Posts. Fences and light posts, if any, must be approved prior to Construction and must be constructed of new material unless otherwise permitted by the Architectural Control Committee or Developer (prior to the Control Transfer Date). Fences must be ranch style fencing. No privacy fences are allowed. Fence heights shall not exceed five feet (5'). Chain link fencing is prohibited, except if used as a dog run and only if such fencing is not visible from any road.

2.13. Driveways. The first fifty linear feet (50') of any driveway which is connected to any Road shall be constructed of oil sand, concrete, chip seal, hot mix asphalt, or brick paving. All driveways shall begin where the paved portion of any Road ends. All driveways must be shown on the plans submitted to the Architectural Control Committee or Developer (prior to the Control Transfer Date), completed no later than thirty (30) days after the completion of the main residence and approved by the Architectural Control Committee or Developer (prior to the Control Transfer Date) prior to construction. Driveway culverts must be installed and shall be of sufficient size to afford proper drainage of ditches without allowing water to pool, back up or be diverted from its natural course.

2.14. Docks. Lakefront properties may install a dock with the written approval of the Architectural Control Committee or Developer (prior to the Control Transfer Date). Docks will be size restricted and cannot extend more than thirty feet (30') from the shoreline. Encapsulated Styrofoam floaters are required on all docks. Barrels may not be used as a material for dock construction. The construction of a fixed dock is encouraged. A dock may be installed prior to the construction of any Improvements on the Tract. Plans and Specifications for the boat dock must be submitted in PDF format. A non-refundable fee of one hundred and twenty five dollars ($125.00) is required at time of plan submittal to cover administrative costs involving the approval process.

2.15. No Gasoline Powered Watercraft. Gasoline powered watercraft is prohibited on the Common Area lakes.

2.16. No Mobile Homes, Manufactured Homes or Modular Cabins. Mobile homes, manufactured homes or modular cabins are prohibited on a Tract.

2.17. Junk and Debris. No junk cars, abandoned cars or scrap, trash, landscaping trimmings or other debris may be placed on a Tract. The designation of such an item as being a violation under this section is at the sole and absolute discretion of the Association.

2.18. Animal Husbandry. Domestic livestock and exotic animals shall be allowed only on Tracts ten (10) acres or larger, so long as such animals do not exceed one (1) animal for every two (2) fenced acres and do not become a nuisance or threat to other Owners. Domestic livestock and exotic animals are not allowed on a Tract until after the main residence is constructed and occupied. The Association shall have the sole discretion in determining if any animal is a nuisance and make regulations on banning such animal. Pigs, hogs and peacocks are not allowed on any Tract. Chickens, turkeys and other birds shall only be allowed so long as such birds are kept in a coup and do not exceed twenty (20) birds per Tract. Regardless of lot size, coups must be preapproved by the ACC in writing to ensure they are screened from view. All animals being raised by the individual Tract Owners must be kept in a fenced area on the Owner's Tract. No overgrazing is permitted on any portion of the Tract as determined by the sole discretion of the Association. Dogs, cats or other common household pets may be kept on a Tract. Dogs will not be permitted to run loose in the Subdivision. Dogs and cats must be vaccinated for rabies and other diseased required by applicable laws, rules and regulations and shall be licensed or registered as may be required by applicable laws, rules and regulations. No feedlots for any type shall be permitted.

2.19. Signs. No signs for advertising, or billboards, may be placed on a Tract with the exception of one professionally made "for sale" sign. Signs erected on any Tract advertising a Tract for sale shall not be permitted during the Developer's control of the Subdivision. However, a Builder can place one professional sign on a Lot advertising his services or residence for sale.

2.20. Subdividing is Prohibited. No Tract of land in the Subdivision can be subdivided.

2.21. Consolidated Building Site. Any Owner of one or more adjoining Tracts may, with the prior written approval of the Board of Directors and with the approval of the Leon County Commissioners Court, consolidate two or more Tracts into one Tract or building site, in which case the common boundary line between any combined Tract shall be eliminated and the setback lines shall be measured from the remaining exterior boundary lines. Any portion of any utility easement located within the common boundary lines of any combined Tract shall be eliminated if such utility easements are not being used at the time any Tracts are combined. No Tract shall be deemed to be combined with another Tract until such time as an appropriate re-plat of the combined Tracts is filed with the Leon County Plat Records and all necessary approvals have been obtained. Any Tracts which are combined as provided above shall be assessed as one Tract for Assessment purposes.

Developer shall not be liable for any fees associated with Tract consolidation.

2.22. Limit on Activity. Subject to the prohibition in paragraph 2.23 below, no activity whether for profit or not, shall be conducted on a Tract which is not related to the occupation of a Tract for single family residential purposes, unless said activity meets the following criteria: (a) no exterior sign of the activity is present, (b) no additional traffic is created as a result of the activity, and (c) no toxic substances (as determined at the sole discretion of the Association) are stored on the Property. Nothing herein shall prohibit the use of home offices in compliance with the preceding subsections (a), (b) and (c). This restriction is waived in regard to the customary sales activities required to sell homes in the Subdivision.

2.23. Prohibition on Short Term Rentals. No leasing or rental of a Tract shall be permitted, unless said lease or rental has a duration of at least thirty (30) days and the entirety of the Tract is leased or rented.

2.24. Hunting. Hunting, of any form, including, but not limited to firearms or bow and arrow, on any Common Area is strictly prohibited. Hunting on an individual tract must conform to state and local laws.

2.25. Fishing Restrictions for Common Areas. Fishing on any lake that is a Common Area of the Association is limited to catch and release only, unless and until such time the Developer, or after the Control Transfer Date the Association, enacts a written policy to allow otherwise.

2.26. No Water Pumping. Absolutely no water may be pumped or drained from any lake within the Subdivision.

2.27. Nuisance. No activity which constitutes a nuisance or annoyance shall occur on a Tract. The Association shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance.

2.28. Wildlife Association. Developer has formed or will form a Wildlife Management Association that as determined by Texas Property Code Section 23.51 will allow for an Ag 1-D-1 Open Space Wildlife ad valorem tax valuation on each participating Tract Owner's property. The Wildlife Management Association is voluntary, but it is the intention of the Developer, who is the Developer of the Three Lakes Ranch Subdivision, for itself, and subsequently, for the Association and all Tract Owners in the Three Lakes Ranch Subdivision, to maintain this status.

2.29. 18-Wheelers. No Owner shall be allowed to drive an 18-wheeler into the Subdivision on a regular basis, 18 wheelers are only allowed during construction or for deliveries.

2.30. Maintenance. It is the responsibility of each Owner to prevent the development of any unclean, unsightly, or unkempt condition of buildings or grounds on

their Tract which would tend to substantially decrease the beauty of the Subdivision as a whole or the specific area. Each Owner is required to landscape the area around an Improvement that faces a Road. Occupancy prior to completion of landscaping shall require the written approval of the ACC, shall be for good cause only, and shall be no earlier than one hundred twenty days prior to completion of landscaping.

2.31. Height Restrictions. No Improvement shall be erected, altered or placed on any Tract which exceeds the lesser of forth feet (40') in height (measured from the ground to the topmost part of the roof) or 2½ stories in height.

2.32. Swimming Pools. Above ground pools are prohibited. All swimming pools must be in-ground and shall be fenced with fencing approved by the ACC. The ACC may not deny a swimming pool enclosure that is black in color and consists of transparent mesh set in metal frames.

2.33. Water Retainage Structures. All water retainage structures (ponds, dams, and other facilities) not already existing within the Subdivision must be reviewed by and receive written approval of the Architectural Control Committee or Developer (prior to the Control Transfer Date) prior to construction and must comply with all governmental rules and regulations. Plans for these structures must be submitted in PDF format to the ACC or Developer (prior to the Control Transfer Date). A non-refundable fee of one hundred and twenty five dollars ($125.00) is required at time of plan submittal to cover administrative costs involving the approval process.

2.34. Restrictions on Vehicles in Common Area Park. The only vehicles permitted to drive over the dam located in the Common Area Park shall be ATV, UTV and golf cart type vehicles. No street legal vehicles are allowed except in the case of an emergency. Designated parking will be identified on the north side of the Common Area Park, and only ATV, UTV and golf cart type vehicles may travel beyond the designated parking area. Only in emergency situations may a street legal vehicle drive through the Common Area Park.

ARTICLE III
RESERVATIONS, EXCEPTIONS AND DEDICATIONS

3.01. Property Subject to Restrictions. The Subdivision, including all the individual Tracts, are subject to these Restrictions which shall run with the land and be binding on all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof. As of the date of this Declaration, there are some existing structures built in the Subdivision on Lots 1, 5, 24, 116, 146, 176, 181 and 182 consisting of a pavilion, barns, houses, a well house, water wells and fencing. Any building restriction contained herein shall not apply to the existing improvements that are located on Lots 1, 5, 24, 116, 146, 176, 181 and 182 and any variance that exists from these Restrictions shall have been deemed accepted by the Architectural Control Committee.

3.02. Utility Easements. The Subdivision and each Tract shall be subject to the easements reserved herein and in favor of the Association, the Owners, and the utility companies. The utility easements set forth herein, if they are greater than what is set forth on the Plat, control over the utility easements on the Plat. For all Tracts that are equal to or greater than 3 acres a utility easement measuring fifty feet (50') in width is reserved along the front and rear lot lines of the Tract and a utility easement measuring fifty feet (50') in width and centered on the common boundary line that any Tract in the Subdivision shares with another Tract is reserved. For all Tracts that are less than 3 acres a utility easement measuring thirty feet (30') in width is reserved along the front and rear lot lines of the Tract and a utility easement measuring thirty feet (30') in width and centered on the common boundary line that any Tract in the Subdivision shares with another Tract is reserved. The utility easements shall be used for the construction, maintenance and repair of utilities, including but not limited to, electrical systems, telephone, cable, water, gas and any other utilities which the Developer or utility providers may install for the benefit of the Owners. Notwithstanding the foregoing, the Developer has no obligation to provide utilities and all such utilities shall be provided by the local utility companies in accordance with the policies of such utility companies. All utility easements in the Subdivision may also be used for the construction of drainage facilities in order to provide for improved surface drainage of the Tracts. The Developer reserves the right to grant specific utility easements without the joinder of any Owner to public utility providers within the boundaries of any of the easements herein reserved. Any utility company serving the Subdivision shall have the right to enter upon any utility easement for the purpose of installing, repairing, and maintaining their respective facilities. Neither Developer nor any utility company, political Subdivision or other authorized entity using the easements herein reserved shall be liable for any damages done by them or their assigns, agents or employees to fences, shrubbery, trees and lawns or any other property of the Owners located within the easements.

3.03. Construction of Improvements on Utility Easements. No buildings or walls shall be located over, under, upon or across any portion of any utility easement. The Owner of each Tract shall have the right to construct, keep and maintain concrete drives, landscaping, fences and similar improvements across any utility easement, and shall be entitled to cross such easements at all times for purposes of gaining access to and from such Tracts, provided, however, any concrete drive, landscaping, fencing or similar improvement placed upon any utility easement shall be constructed, maintained and used at the Owner's risk and each Tract Owner shall be responsible for repairing any damage caused by the utility providers to Improvements constructed within the easements located on his Tract.

3.04. Dam Maintenance Easement and Dam Access Easement. A variable width Dam Maintenance Easement, as shown on the Plat of the Subdivision, is reserved along the rear lot lines of Tracts 106, 107, 108, 109, 162 and 163. The Dam Maintenance Easement shall be used for the maintenance and repair of the dam. Owners of Tracts 106, 107, 108, 109, 162 and 163 may not construct any improvements within the Dam Maintenance Easement without the written approval of the Architectural Control Committee or Developer (prior to the Control Transfer Date). A dock may be built on Tracts 106, 107, 108, 109, 162 and 163, but due regard must be made to not damage or

impair the dam. A thirty foot (30') Dam Access Easement is reserved over and across Tract 163, this access easement is exclusively for the purpose of accessing the dam for maintenance and repair, and shall not be used for any other purpose. Developer (prior to the Control Transfer Date) and then the Association shall have the right to maintain the Dam Access Easement across Tract 163 in order to access the dam. The location of the Dam Access Easement is shown on the Plat of the Subdivision.

3.05. Setback lines. Except for fencing, light posts, driveways, walkways and landscaping, for Tracts that are equal to or greater than 3 acres no Improvements shall be located nearer than fifty feet (50') from a lot line that abuts an interior road of the Subdivision or any side or rear lot line. For Tracts that are less than 3 acres, this setback shall be thirty feet (30'). The Architectural Control Committee or Developer (prior to the Control Transfer Date) may waive or alter any setback line, if in the Architectural Control Committee's or Developer's (prior to the Control Transfer Date) sole discretion, such waiver or alteration is necessary to permit effective utilization of a Tract due solely to drainage or land contour related concerns.

3.06. Mailboxes. All mailboxes located within the subdivision will be erected at the designated location on an easement held by the Association. The construction of mailboxes will be coordinated with the United States Postal Service. The Association or the Developer (prior to the Control Transfer Date) shall have the right to make such other rules and regulations regarding the location and construction of mailboxes as may be reasonable and necessary.

3.07. No Highway 7 Access. As per the requirements of the Texas Department of Transportation, no Tract can obtain access from Highway 7. Any Tract that adjoins Highway 7 must be accessed from the internal Roads of the Subdivision.

ARTICLE IV
THREE LAKES RANCH PROPERTY OWNERS' ASSOCIATION, INC.

4.01. Non-Profit Corporation. Three Lakes Ranch Property Owners' Association, Inc., a non-profit corporation, has been organized and it shall be governed by the Certificate of Formation and Bylaws of said Association; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

4.02. Bylaws. The Association has adopted, whatever Bylaws it may choose to govern the organization and operation of the Association, provided that the same are not in conflict with the terms and provisions contained herein.

4.03. Membership. Every person or entity who is a record Owner of any Tract shall be a "Member" of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation or those only having an interest in the mineral estate. Memberships shall be appurtenant to and may not be separated from the Tracts. Regardless of the number of persons who may own a Tract, there shall be but one membership for each Tract and one (1) vote for each

Tract. Ownership of the Tracts shall be the sole qualification for Membership.

4.04. Voting Rights. The Association shall have two classes of voting memberships. Developer shall be entitled to ten (10) votes for each Tract owned. Each Tract, other than those owned by the Developer, shall have only one vote regardless of the number of Owners of the Tract. In the event that more than one person owns a Tract and the group of Owners do not have a unified vote for purposes hereunder, then the Association shall not recognize the vote for that Tract and such vote shall not be counted when the calculating membership votes. Notwithstanding the foregoing, the presence of any Tract Owner at a meeting of Members permits the inclusion of the Tract represented when calculating any necessary quorum.

ARTICLE V
ASSESSMENTS

5.01. Assessments. Each Tract Owner by acceptance of a deed therefore, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association the Assessments provided herein. The Assessments shall be a charge on the Tracts and shall be a continuing lien upon the Tract against which each such Assessment is made. Both Annual and Special Assessments must be fixed at a uniform rate for all Tracts subject to assessment and may be collected on a monthly basis or on an annual basis at the discretion of the Board of Directors.

5.02. Annual Assessment.

(a) An Annual Assessment shall be paid by each of the Tract Owners and the Annual Assessment shall be used to pay all reasonable and necessary operating expenses and reserve requirements of the Association as herein provided and the Common Area Expenses. The Annual Assessment for the year of purchase shall be pro-rated as of the purchase date and then shall be paid annually.

(b) The initial amount of the Annual Assessment applicable to each Tract within the Three Lakes Ranch Subdivision shall be six hundred dollars ($600.00) per Tract. The Annual Assessment is payable in advance and is due on the thirty first (31st) day of January during each calendar year. All other matters relating to the collection, expenditure and administration of the Annual Assessment shall be determined by the Board of Directors of the Association, subject to the provisions hereof.

(c) The Board of Directors of the Association, from and after control is transferred from the Developer, shall have the further right at any time to adjust, alter, increase or decrease the Annual Assessment from year to year as it deems proper to meet the reasonable operating expenses and reserve requirements of the Association and to enable the Association to carry out its duties hereunder. However, the Board of Directors shall not increase the Annual Assessment by

more than ten percent (10%) from the previous year without the affirmative Vote of the Members.

5.03. Special Assessments. In addition to the Annual Assessment, the Association, upon the Vote of the Members, may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted.

5.04. Interest of Assessment. Any Assessment which is not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) the rate of eighteen percent (18%) per annum or (ii) the maximum rate permitted by law.

5.05. Purpose of the Assessments. The Annual Assessments and Special Assessments shall be used exclusively for the purpose of promoting the health, safety, security and welfare of the Subdivision and the maintenance of the Common Area. In particular, the Assessments shall be used for any improvement or services in furtherance of these purposes and the performance of the Association's duties described herein, including the maintenance of any Subdivision Roads, Subdivision drainage easements, Common Area, Common Area Expenses, the enforcement of these Restrictions and the establishment and maintenance of reserve funds. Any questions regarding whether an item is a Common Area or a Common Area Expense shall be determined by the Board. The Assessments may be used by the Association for any purpose which, in the judgment of the Association's Board of Directors, is necessary or desirable to maintain the property value of the Subdivision, including but not limited to, providing funds to pay all taxes, insurance, repairs, utilities and any other expense incurred by the Association. Except for the Association's use of the Assessments to perform its duties as described in these Restrictions, the use of the Assessments for any of these purposes is permissive and not mandatory. It is understood that the judgment of the Board of Directors as to the expenditure of Assessments shall be final and conclusive so long as such judgment is exercised in good faith.

5.06. Creation of Lien and Personal Obligation. In order to secure the payment of the Assessments, each Tract Owner hereby grants the Association a contractual lien on such Tract which may be foreclosed by non-judicial foreclosure, pursuant to the provisions of Chapter 51 of the Texas Property Code (and any successor statute); and each such Tract Owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with non-judicial foreclosure pursuant to the provisions of said section 51.002 of the Texas Property Code, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the association by means of written instrument executed by the President or any Vice-President of the Association and filed for record in the Official Public Records of Real Property of Leon County, Texas. In the event the Association has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of said Chapter 51 of the Texas Property Code and to exercise the power of sale hereby granted, the Association, or the Association's agent, shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended. Upon request by the Association, the Trustee

shall give any further notice of foreclosure sale as may be required by the Texas Property Code as then amended and shall convey such Tract to the highest bidder for cash by Trustee's Deed. Out of the proceeds of such sale, if any, there shall first be paid all expenses incurred by the Association in connection with collecting the Assessments and foreclosing on the Tract, including reasonable attorney's fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association and amount equal to the amount of the Assessment in default; and third, the remaining balance shall be paid to the Tract Owner or Lien Holder for the benefit of the Tract Owner. Following any such foreclosure, each occupant of a Tract which is foreclosed upon shall be deemed a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action for forcible detainer.

In the event of non-payment by any Tract Owner of any Assessment or other charge, fee, assessment levied hereunder, the Association may, in addition to foreclosing the lien hereby retained, and exercising the remedies provided herein, exercise all other rights and remedies available at law or in equity, including but not limited to bringing an action at law against the Tract Owner personally obligated to pay the same.

It is the intent of the Provisions of this Article to comply with the provisions of said Section 51.002 of the Texas Property Code relating to non-judicial sales by power of sale. In the event of the amendment of Section 51.002 of the Texas Property Code, the Association, acting without joinder of any Tract Owner or Mortgagee, may, by amendment to these Restrictions, file any required amendments to these Restrictions so as to comply with said amendments to Section 51.002 of the Texas Property Code or any other statute applicable to foreclosures.

Notwithstanding anything contained this Article, all notices and procedures relating to foreclosures shall comply with Chapter 209 of the Texas Property Code.

5.07. Notice of Lien. In addition to the right of the Association to enforce the Assessment, the Association may file a claim of lien against the Tract of the delinquent Tract Owner by recording a Notice ("Notice of Lien" or "Affidavit of Lien") setting forth (a) the amount of the claim of delinquency, (b) the interest thereon, (c) the costs of collection which have been accrued thereon, (d) the legal description and street address of the Tract against which the lien is claimed, and (e) the name of the Tract Owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall continue until the amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien have been paid or satisfied, the Association shall execute and record a notice releasing the lien upon payment by the Tract Owner of a reasonable fee as fixed by the Association to cover the preparation and recordation of such release of lien instrument.

5.08. Developer Exemption. In consideration of the Property infrastructure, the Developer shall be exempt from the payment of all Assessments.

5.09. Liens Subordinate to Mortgages. The lien described in this Article V shall be deemed subordinate to any lien in favor of any bank, mortgage company, real estate lending establishment, financial institution, insurance company, savings and loan association, or any other third party lender, including the Developer, who may have advanced funds, in good faith, to any Tract Owner for the purchase, improvement, equity lending, renewal, extension, rearrangement or refinancing of any lien secured by a Tract, provided that any such lien holder has made due inquiry as to the payment of any required assessments at the time the lien is recorded. Any consensual lien holder who obtains title to any Tract pursuant to the remedies provided in a deed of trust or mortgage or by judicial foreclosure shall take title of the Tract free and clear of any claims for unpaid assessments or other charges against said Tract which ad prior to the time such holder acquired title to such Tract. No such sale or transfer shall relieve such holder from liability for any Assessments or other charges or assessments thereafter becoming due. Any other sale or transfer of a Tract shall not affect the Association's lien for Assessments or other charges or assessments. The Association shall make a good faith effort to give each such mortgage sixty (60) days advance written notice of the Association's foreclosure of an Assessment lien, which notice shall be sent to the nearest office of such mortgage by prepaid United State registered or certified mail, return receipt requested, and shall contain a statement of delinquent Assessment or other charges or assessments upon which the said action is based, provided however, the Association's failure to give such notice shall not impair or invalidate any foreclosure conducted by the Association pursuant to the provisions of this Article V.

ARTICLE VI
DEVELOPER'S RIGHTS AND RESERVATIONS

6.01. Period of Developer's Rights and Reservations. Developer shall have, retain and reserve certain rights as set forth in these Restrictions with respect to the Association from the date hereof, until the earlier of the date the Developer gives written notice to the Association of Developer's termination of the rights described in this Article VI or the Control Transfer Date. The Developer rights, those being the same as Declarant Rights, set forth in these Restrictions shall not be released until such time as a document relinquishing said rights is filed of record or the Developer no longer holds record title to any Common Area or Tract in the Subdivision. The rights and reservations hereinafter set forth shall be deemed accepted and reserved in each conveyance by the Developer whether or not specifically stated therein. The rights, reservations and easements set forth herein shall be prior and superior to any other provisions of this Declaration and may not, without Developer's prior written consent, be modified, amended, rescinded or affected by any amendment to this Declaration. Developer's consent to any amendment shall not be construed as consent to any other amendment.

6.02. Developer's Rights to Grant and Create Easements. Developer shall have and hereby reserves the right, without the consent of any Owner or the Association, to grant

or create temporary or permanent easements throughout the Subdivision, for ingress, egress, utilities, cable and satellite television systems, communication and security systems, drainage, water and other purposes incidental to the development, sale, operation and maintenance of the Subdivision or purposes deemed necessary by the Developer. The rights reserved to the Developer under this section apply to the entire Subdivision.

6.03. Developer's Rights to Convey Common Area to the Association. Developer shall have and hereby reserves the right, but shall not be obligated to, convey real property and improvements thereon, if any, to the Association for use as Common Area at any time and from time to time in accordance with these Restrictions, without the consent of any Owner or the Association.

6.04. Annexation of Additional Areas. Developer may cause additional real property to be annexed into Subdivision, by causing a written Annexation Declaration confirming the annexation thereof, to be recorded in the Official Public Records of Real Property in Leon County, Texas. No consent shall be required of the Association or any Member thereof, each Tract Owner being deemed to have appointed the Developer as his agent and attorney-in fact to affect this Annexation, which power hereby granted to the Developer is and shall be a power coupled with any interest. Thereafter, the Association shall be the Association for the entirety of the Development, including the annexed property.

ARTICLE VII
DUTIES AND POWERS OF THE THREE LAKES RANCH PROPERTY OWNERS' ASSOCIATION

7.01. General Duties and Powers of the Association. The Association has been formed to further the common interest of the Members. The Association, acting through the Board of Directors or through persons to whom the Board of Directors has designated such powers (and subject to the provisions of the bylaws), shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interest of the Members and to improve and enhance the attractiveness, desirability and safety of the Subdivision. The Board of Directors shall minimally be composed of three individuals serving three-year staggered terms, with the titles of President, Vice-President, and Secretary/Treasurer, being assigned annually by the board of Directors.

7.02. Duty to Accept the Property and Facilities Transferred by Developer. The Association shall accept title to any real property, improvements to real property, personal property and any related equipment which the Developer transfers to the Association, together with the responsibility to perform any all maintenance and administrative functions associated therewith, provided that such property and responsibilities are not inconsistent with the terms of these Restrictions. Property interest transferred to the Association by the Developer may include fee simple title, easements, leasehold interests and licenses to use such property. Any property or interest in property transferred to the Association by the Developer shall, except to the extent otherwise specifically approved

by resolution of the Board of Directors, be transferred to the Association free and clear of all liens and mortgages (other than the lien for property taxes and assessments not then due and payable) but shall be subject to the terms of any declaration of covenants, conditions and restriction or easements set forth in the transfer instrument. Except as otherwise specifically approved by resolution of the board of Directors, no property or instrument transferred to the Association by the Developer shall impose upon the Association any obligation to make monetary payments to the Developer or any affiliate of the Developer including, but not limited to, any purchase price, rent charge or fee.

7.03. Other Insurance Bonds. The Association shall obtain such insurance as may be deemed necessary or desirable by the Board or by law, including but not limited to, comprehensive liability and casualty insurance, worker's compensation insurance, fidelity and indemnity insurance, officers and director's liability insurance, as well as such other insurances or bonds as the Association shall deem necessary or desirable.

7.04. Duty to Prepare Annual Budgets. The Association shall prepare an annual budget for the Association.

7.05. Duty to Levy and Collect Assessments. The Association shall levy, collect and enforce the Assessments as provided in these Restrictions.

7.06. Duty to Provide Annual Financial Statement. The Association shall prepare an annual financial statement, including a balance sheet, for review by the Members.

7.07. Duties with Respect to Architectural Approvals. The Association, through the ACC, shall perform the ACC duties described in these Restrictions after the Control Transfer Date. Prior to the Control Transfer Date, the Developer shall perform the ACC duties.

7.08. Power to Acquire Property and Construct Improvements. The Association may acquire property or an interest in property (including leases and easements) for the common benefit of Owners including any improvements and personal property. The Association may construct improvements and may demolish any existing improvements in the Common Area.

7.09. Power to Adopt Rules and Regulation. The Association shall have the power to make reasonable rules and regulations regarding the use of the Common Area. The Association shall also have the right to promulgate such rules and regulations with respect to the Subdivision so long as the Board of the Association deems such rules and regulations necessary to promote the recreation, health, safety and welfare of the Members of the Association, or may be necessary or desirable to further the common interest of the Members and to improve and enhance the attractiveness, desirability and safety of the Subdivision all in accordance with the provisions of these Restrictions. The rules and regulations may be enforced in the same manner as any other provision of these Restrictions.

7.10. Enforcement of Restrictions. The Association (or any Owner if the Association fails to do so after reasonable written notice) shall enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these Restrictions. Failure by the Association or any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. If it becomes necessary for any Owner or the Association to file a Court action to enforce these Restrictions, the defaulting Owner shall be liable for all reasonable attorney's fees and costs incurred by the enforcing Owner or the Association to obtain compliance by the defaulting Owner. The defaulting Owner shall be liable for all damages suffered by the enforcing Owner or the Association which shall be in an amount established by the Court.

7.11. Remedies. In the event a Tract Owner fails to remedy any violation of these Restrictions within ten (10) days after written notice, or the number of days given in the written notice to allow for a remedy, the Association, or its authorized representatives, may take any one or more of the following actions:

(a) Enter upon the Tract Owner's property and remove the violating condition, document the violating condition and/or cure the violation, at the expense of the Tract Owner, and the violating Tract Owner shall pay on demand all costs and expenses, including reasonable attorney's fees, incurred by the Association in removing such violating condition;

(b) Assess a charge of $50.00 per day against any Tract Owner and/or his Tract until the violating condition is corrected. The Violation charge may be increased by the Association in accordance with increases in the National Consumer Price Index using 2022 as a base year. Failure to pay such assessment by the violating Tract Owner within ten (10) days from receipt of assessment will result in a lien against the Tract with the same force and effect as the lien for Annual or Special Assessments;

(c) File suit in order to enforce the above remedies and/or pursue any other remedy which may be available at law or in equity;

(d) Suspend an Owner's right to use the Common Area; and/or

(e) Take any action allowed by the Texas Property Code.

After a Tract Owner receives a written notice of a violation of these Restrictions, the violating Tract Owner shall not be entitled to any further notice of the same violation if it occurs within a six (6) month period. The Association reserves the easement across each Owner's Tract for the purpose of correcting or removing conditions in violation of these Restrictions, and in doing so, shall have no liability for trespass or other tort in connection therewith, or arising from such correction or removal of a violating condition. The Association shall further have the right to have any vehicle or other property stored or

used in violation of these Restrictions removed from the Owner's Tract at the expense of the Owner and stored at the expense of the Owner.

ARTICLE VIII
ARCHITECTURAL CONTROL COMMITTEE

8.01. Basic Control & Applications.

(a) No Improvements of any character shall be erected or placed, or the erection or placing thereof commenced, or changes made to the exterior design or appearance of any Improvement, without first obtaining the Architectural Control Committee's or Developer's (prior to the Control Transfer Date) written approval. No demolition or destruction of any Improvement by voluntary action shall be made without first obtaining the Architectural Control Committee's or Developer's (prior to the Control Transfer Date) written approval.

(b) Each application made to the Architectural Control Committee or Developer (prior to the Control Transfer Date) for approval, shall contain an application in the form specified by the Architectural Control Committee or Developer (prior to the Control Transfer Date), two sets of professionally drawn Plans and Specifications for all proposed Improvements, showing the location of all Improvements on the Tract, and any applicable fees or deposits together with such other reasonable necessary information as the Architectural Control Committee or Developer (prior to the Control Transfer Date) shall request. These plans must be submitted in PDF format to the Developer, or after the Control Transfer Date, to the ACC. A non-refundable fee of $250.00 is required at time of plan submittal to cover administrative costs involving the home plan approval process.

8.02 Architectural Control Committee.

(a) All ACC authority is initially vested in the Developer. The ACC authority of the Developer shall cease upon the appointment of a three (3) member Architectural Control Committee by the Developer. The Developer shall continue to have ACC authority as to any Plans and Specifications or Construction projects submitted to the Developer prior to the initial appointment of the ACC members.

(b) After the initial members of the ACC are appointed by the Developer, the Developer shall cause an instrument transferring ACC authority to the Association to be recorded in the Official Public Records of Real Property in Leon County, Texas. Subsequent appointments of the ACC members shall be by the Board of Directors. The ACC members shall serve staggered terms with the first term ending on the date of the next succeeding annual meeting of Members following the Control Transfer Date. After the Control Transfer Date, each Member of the ACC must be a Tract Owner in the

Subdivision.

(c) After the Control Transfer Date, members of the Architectural Control Committee may not include a board member, a board member's spouse, or anyone living in a board member's household.

8.03 Effect of Inaction. All approvals or disapprovals issued by the ACC shall be in writing. In the event the ACC fails to approve or disapprove any request received by it in compliance with Article VIII within thirty (30) days following the submission of a completed application and full compliance with the Declarations set out herein, such request shall be deemed approved and the construction of any Improvements may commence in accordance with the Plans and Specifications submitted for approval. Any ACC approval obtained as a result of inaction by the ACC shall not authorize the construction of any Improvement in violation of these Restrictions.

8.04 Effect of Approval. The granting of an ACC approval (whether in writing or by lapse of time) shall constitute only an expression of opinion by the ACC that the proposed Improvement to be erected complies with these Restrictions; and such approval shall not prevent the Association from requiring removal of any Improvement which fails to comply with these Restrictions. Further, no ACC member shall incur any liability by reason of the good faith exercise of the authority granted hereunder.

8.05 Variance. The ACC or the Developer, may on a case by case basis, authorize variances from the requirements of the Restrictions if, in the reasonable opinion of the ACC or the Developer, the Restrictions unreasonably restrain the development of a Lot in accordance with the general scheme of the Subdivision. The Developer will retain the right to grant variances after the Control Transfer Date so long as the Developer continues to own a Lot or Common Area in the Subdivision. All variances shall be in writing and signed by the Developer or if granted by the ACC then it must be signed by at least two (2) members of the ACC. No violation of these Restrictions shall be deemed to have occurred with respect to any matter for which a variance is granted. The granting of such a variance shall not operate to waive any of the terms and provisions of these Restrictions for any purpose except as to the particular Lot and improvements and the particular provision covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of the Owner's Lot.

8.06. Construction Deposit. A deposit of $1,000.00 must be paid at the time Plans and Specifications are submitted for the construction of a new residence, barn, workshop or storage building. This deposit will be held for the purpose of securing a Tract Owner's performance, during the construction process, of the obligations imposed by these Restrictions, for wear and tear on the Subdivision Roads by construction equipment and construction traffic, and for damage to the Common Area. Tract Owners shall be responsible for any damage caused to the Roads or Common Area by construction equipment or trucks making deliveries to their Tract. Upon completion of construction, the Tract Owner will be refunded the deposit less any obligations incurred as a result of any uncured violation of these Restrictions, any damage to the Roads of the Subdivision and

any damage to the Common Area.

ARTICLE IX
GENERAL PROVISIONS

9.01. Term. The provisions hereof shall run with the land and shall be binding upon all Owners, their guests and invitees and all other persons claiming under them for a period of forty (40) years from the date these Restrictions are recorded. These Restrictions shall be automatically extended for successive periods of twenty (20) years each time unless these Restrictions are cancelled by a two-thirds (2/3) affirmative vote of every Member entitled to vote and an appropriate document is recorded evidencing the cancellation of these Restrictions.

9.02. Amendments. Except for any amendment affecting any existing Improvements, these Restrictions may be amended or changed, in whole or in part, at any time by a two-third (2/3) affirmative vote of every Member entitled to vote. Copies of any records pertaining to such amendments shall be retained by the Association permanently.

9.03. Amendment by the Developer. The Developer shall have and reserve the right at any time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend these Restrictions by an instrument in writing duly signed, acknowledged, and filed for record so long as the Developer owns any land in the Subdivision and provided that any such amendment shall be consistent with and is furtherance of the general plan and scheme of development of the Subdivision and evidenced by these Restrictions or if needed to comply with state law.

9.04. Severability. Each of these provisions of these Restrictions shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partially unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

9.05. Effect of Violation 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 mortgage under any such mortgage, the holder of any such lien or beneficiary of any such mortgage, lien or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

9.06. Liberal Interpretation. The provisions of these Restrictions shall be liberally construed as a whole to effectuate the purpose of these Restrictions.

9.07. Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners, the Developer and the Association, and their respective guests, invitees, heirs, legal representatives, executors, administrators, successors and assigns.

9.08. Terminology. All personal pronouns used in these Restrictions, whether used in the masculine, feminine or neuter gender, shall include all other genders, the singular shall include the plural and vice versa. Title of Articles and Sections are for convenience only and neither limits nor amplifies the provisions of these Restrictions. The terms "herein", "hereof" and similar terms, as used in this instrument, refer to the entire document and are not limited to referring only to the specific paragraph, Section or Article which such terms appear.

IN WITNESS WHEREOF, the undersigned, being the Developer, herein, has hereunto set its hand on this 9th day of May 2022.

[SIGNATURE FOLLOWS ON NEXT PAGE]

LSLP Centerville Land, LLC, a Delaware Limited Liability Company

By: American Land Partners, LLC, a Delaware limited liability company, Manager

By: _____
Price Keever, Authorized Agent

STATE OF TEXAS §
§
COUNTY OF Leon §

CERTIFICATE OF ACKNOWLEDGEMENT

Before me, the undersigned Notary Public, on this day personally appeared Davy Roberts who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he executed the instrument for the purposes and consideration therein expressed and in the capacity stated herein.

Given under my hand and seal of office on the 9th day of May 2022.

HEIDI S. SNOW
Notary Public, State of Texas
Comm. Expires 11-05-2025
Notary ID 133433765

_____
NOTARY PUBLIC, State of Texas

70 2022 00451123

Leon County
Christie Wakefield
Leon County Clerk
Centerville, Texas 75833

Instrument Number: 2022- 00451123

As
Recordings

Recorded On: May 20, 2022

Parties: LSLP CENTERVILLE LAND LLC
To
TO THE PUBLIC

Billable Pages: 3

Recorded By: LSLP CENTERVILLE LAND LLC

Num Of Pages: 4

Comment: AMD DECLARATION

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

Recordings	24.00
Recording Charge:	**24.00**

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

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Leon County, TX

File Information:

Document Number:	2022- 00451123
Receipt Number:	171542
Recorded Date/Time:	May 20, 2022 11:54:30A
Book-Vol/Pg:	Bk-OR Vl-1889 Pg-260

Record and Return To:

LSLP CENTERVILLE LAND LLC
HAND DEL
5/2/2022
CENTERVILLE TX 75833

FIRST AMENDED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS FOR THREE LAKES RANCH SUBDIVISION TO AMEND RESTRICTIONS ON GARAGES AND ACCESS TO FM 811

STATE OF TEXAS	§	
	§	**KNOWN ALL MEN BY THESE PRESENTS**
COUNTY OF LEON	§	

THIS First Amended Declaration is made by LSLP Centerville Land, LLC, a Delaware Limited Liability Company, hereinafter referred to as the "Declarant":

W I T N E S S E T H:

WHEREAS, on May 9, 2022, Declarant filed of record the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Three Lakes Ranch Subdivision under Instrument Number 2022-00450766, Volume 1881, Page 593 of the Official Public Records of the Leon County Clerk, Leon County Texas ("Original Declaration"); and

WHEREAS, the Declaration had a restriction in Section 2.11 that required all garages to open from the side or the rear of the residence; and

WHEREAS, the Texas Department of Transportation is requiring limited access to and from FM 811; and

WHEREAS, the Declarant, as the sole owner of land located in the Three Lakes Subdivision, files this First Amended Declaration to remove the requirement of side or rear facing garages and to limit access from FM 811.

NOW THEREFORE, the Declarant declares that the Original Declaration is amended as set forth below in Article II.

ARTICLE I
Definitions

Section 1. Any words not defined in this First Amended Declaration shall have the same meaning assigned in the Original Declaration

ARTICLE II
Amended Provisions

Section 1. Section 2.11 of the Original Declaration is deleted in its entirety and is

replaced with the following:

> Section 2.11. Garages. All single family residential units, except an approved guest quarter, must have a garage or carport. All garages and carports must be constructed out of the same materials as used for the main residence.

Section 2. The following provision is added to the Original Declaration as Section 3.08:

> Section 3.08 Limited Access To FM 811. As per the requirements of the Texas Department of Transportation, unless noted below, no Lot can obtain access to and from FM 811. The only exceptions to this prohibition are that the Texas Department of Transportation has authorized and will issue permits for: (a) a predetermined driveway access to FM 811 for Lot 4; and (b) a predetermined shared driveway access to FM 811 for Lots 2 and 3. Lots 2 and 3 of the Three Lakes Ranch Subdivision must share this predetermined entrance off of FM 811.

ARTICLE IV
General Provisions

Section 1. Binding Effect. All covenants, conditions, limitations, restrictions, easements, and affirmative obligations set forth in this First Amended Declaration and the Original Declaration shall be binding on the Owners of the Lot(s) and each and every Owner of the properties and their respective heirs, successors, and assigns, and shall run with the land.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Any other terms and conditions of the Original Declaration not amended herein shall remain in full force and effect.

This First Amended Declaration shall become effective upon its recordation in the Official Public Records of the Leon County Clerk's Office, Leon County, Texas.

IN WITNESS WHEREOF, the undersigned, being the Declarant, herein, has hereunto set its hand on this the 20th day of May 2022.

LSLP Centerville Land, LLC, a Delaware Limited Liability Company

By: American Land Partners, LLC, a Delaware limited liability company, Manager

By: _____
Price Keever, Authorized Agent

STATE OF TEXAS §
§
COUNTY OF LEON §

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned Notary Public, on this day personally appeared Price Keever who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he executed the instrument for the purposes and consideration therein expressed and in the capacity stated herein.

Given under my hand and seal of office on the 20 day of May 2022.

TISHA N. WILSON
My Notary ID # 11985202
Expires May 26, 2024

_____
NOTARY PUBLIC, State of Texas

70 2022 00451884

Leon County
Christie Wakefield
Leon County Clerk
Centerville, Texas 75833

Instrument Number: 2022- 00451884

As
Recordings

Recorded On: June 16, 2022

Parties: THREE LAKES RANCH SUBDIVISION
To
TO THE PUBLIC

Billable Pages: 4

Recorded By: THREE LAKES RANCH

Num Of Pages: 5

Comment: MGMT CERTIFICATE

** Examined and Charged as Follows: **

Recordings	28.00
Recording Charge:	28.00

** THIS PAGE IS PART OF THE INSTRUMENT **

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Leon County, TX

File Information:

Document Number: 2022- 00451884
Receipt Number: 171962
Recorded Date/Time: June 16, 2022 02:02:33P
Book-Vol/Pg: Bk-OR Vl-1893 Pg-560

Record and Return To:

THREE LAKES RANCH
HAND DELIVER 6-16-22
CENTERVILLE TX 75833

PROPERTY OWNERS' ASSOCIATION MANAGEMENT CERTIFICATE
SECOND AMENDED
THREE LAKES RANCH PROPERTY OWNERS' ASSOCIATION, INC.

STATE OF TEXAS §
§
COUNTY OF LEON §

1. Name of Subdivision: Three Lakes Ranch Subdivision

2. Name of Homeowners Association: Three Lakes Ranch Property Owners' Association, Inc.

3. Recording Data for Subdivision: Clerk's Instrument Number 2022-00450764, Volume 1881, Page 573, and Plat Env 223A-226B and Replat of Lots 30, 40, 41, 42, 43, 71, 78, 86, 87, 88, 91, 92, 93, 94 and 97 recorded under Instrument Number 2022-00451567, Volume 1891, Page 679, and Plat Envelope 227A-228A of the Map and Plat Records of the County Clerk of Leon County, Texas

4. Recording Data for Declaration: See Exhibit "A"

5. Name and mailing address of Association: Three Lakes Ranch Property Owners' Association, Inc., P.O. Box 1987, Marble Falls, Texas 78654.

6. Contact information for the Association is: Telephone No. (800) 511-2430 and Email mferguson@lonestarlandpartners.com and Website: www.threelakesranchpoa.com

7. The association's designated representative is: Davy Roberts

8. Other information the Association considers appropriate for the governing, administration or operation of the subdivision and homeowners association: Bylaws and governing documents are filed of record with the Leon County Clerk as set forth on Exhibit A.

Prospective purchasers are advised to independently examine all dedicatory instruments and governing documents for Three Lakes Ranch Subdivision, as well as performing a physical inspection of the property and common areas, prior to purchase.

THREE LAKES RANCH PROPERTY OWNERS' ASSOCIATION, INC.

By: _____
Price Keever, Vice-President

THE STATE OF TEXAS §
§
COUNTY OF LEON §

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned Notary Public, on this day personally appeared Price Keever who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he is the Vice-President of Three Lakes Ranch Property Owners' Association, Inc. and that by authority duly given and as the act of Three Lakes Ranch Property Owners' Association, Inc. executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on this the 15th day of JUNE 2022.

_____
Notary Public in and for The State of Texas

MICHELLE ANN FERGUSON
Notary Public, State of Texas
Comm. Expires 01-14-2025
Notary ID 129265542

AFTER RECORDING, RETURN TO:

Three Lakes Ranch Property Owners' Association, Inc.
P.O. Box 1987
Marble Falls, Texas 78654

EXHIBIT "A"

Three Lakes Ranch, a subdivision located in Leon County, Texas, and any other subdivisions which have been or may be subsequently annexed thereto and made subject to the authority of Three Lakes Ranch Property Owners' Association, Inc., which sections were originally encumbered by restrictive covenants filed of record in Leon County, Texas, as follows:

DATE RECORDED	LEON INSTRUMENT NO.	DOCUMENT
May 9, 2022	Inst. #2022-00450766 Vol. 1881, Pg. 593	Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Three Lakes Ranch Subdivision
May 20, 2022	Inst. #2022-00451128 Vol. 1889, Pg. 306	Resolution Of The Board Of Directors Of Three Lakes Ranch Property Owners' Association, Inc. Regarding Records Production And Copying Policy
May 20, 2022	Inst. #2022-00451129 Vol. 1889, Pg. 310	Resolution Of The Board Of Directors Of Three Lakes Ranch Property Owners' Association, Inc. Regarding Records Retention Policy
May 20, 2022	Inst. #2022-00451130 Vol. 1889, Pg. 313	Resolution Of The Board Of Directors Of Three Lakes Ranch Property Owners' Association, Inc. Regarding Payment Plan Policy
May 20, 2022	Inst. #2022-00451131 Vol. 1889, Pg. 317	Resolution Of The Board Of Directors Of Three Lakes Ranch Property Owners' Association, Inc. Regarding Procurement Policy
May 20, 2022	Inst. #2022-00451132 Vol. 1889, Pg. 323	Bylaws Of Three Lakes Ranch Property Owners' Association, Inc., A Nonprofit Corporation
May 20, 2022	Inst. #2022-00451123 Vol. 1889, Pg. 260	First Amended Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Three Lakes Ranch Subdivision to Amend Restrictions on Garages and Access to FM 811

June 16, 2022	Inst. #2022-00451883 Vol. 1893, Pg. 555	Second Amended Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Three Lakes Ranch Subdivision to Amend the Definition of Plat and Subdivision

70 2022 00451883

Leon County
Christie Wakefield
Leon County Clerk
Centerville, Texas 75833

Instrument Number: 2022- 00451883

As
Recordings

Recorded On: June 16, 2022

Parties: THREE LAKES RANCH SUBDIVISION
To
TO THE PUBLIC

Billable Pages: 4

Recorded By: THREE LAKES RANCH

Num Of Pages: 5

Comment: AMENDED RESTRICTIONS

** Examined and Charged as Follows: **

Recordings	28.00
Recording Charge:	28.00

** THIS PAGE IS PART OF THE INSTRUMENT **

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Leon County, TX

File Information:

Document Number: 2022- 00451883
Receipt Number: 171961
Recorded Date/Time: June 16, 2022 01:49:33P
Book-Vol/Pg: Bk-OR Vl-1893 Pg-555

Record and Return To:

THREE LAKES RANCH
HAND DELIVER 6-16-22
CENTERVILLE TX 75833

SECOND AMENDED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS FOR THREE LAKES RANCH SUBDIVISION TO AMEND THE DEFINITIONS OF PLAT AND SUBDIVISION

STATE OF TEXAS	§	
	§	**KNOWN ALL MEN BY THESE PRESENTS**
COUNTY OF LEON	§	

THIS Second Amended Declaration is made by LSLP Centerville Land, LLC, a Delaware Limited Liability Company, hereinafter referred to as the "Declarant":

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of the real property referred to as Three Lakes Ranch Subdivision, which is more particularly described below, and desires to develop thereon a residential subdivision; and

WHEREAS, the Declarant filed a Plat of Three Lakes Ranch Subdivision on May 9, 2022, under Instrument Number 2022-00450764, Volume 1881, Page 573, and Plat Envelope 223A-226B of the Official Public Records of the Leon County Clerk, Leon County, Texas ("Original Subdivision Plat"); and

WHEREAS, also on May 9, 2022, Declarant filed of record the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Three Lakes Ranch Subdivision under Instrument Number 2022-00450766, Volume 1881, Page 593 of the Official Public Records of the Leon County Clerk, Leon County, Texas ("Original Declaration"); and

WHEREAS, on May 20, 2022, Declarant filed of record a First Amended Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Three Lakes Ranch Subdivision to amend restrictions on garages and access to FM 811 under Instrument Number 2022-00451123, Volume 1889, Page 260 of the Official Public Records of the Leon County Clerk, Leon County, Texas; and

WHEREAS, the Declarant now desires to amend the definitions of Plat and Subdivision as a result of having to replat some Tracts in the Subdivision;

NOW THEREFORE, the Declarant declares that the real property known as Three Lakes Ranch is and shall be held, transferred, sold, conveyed and occupied subject to the Texas Property Code and subject to the covenants, restrictions, easements, charges and

liens filed of record under Instrument Number 2022-00450766, Volume 1881, Page 593 of the Official Public Records of the Leon County Clerk, Leon County Texas and also subject to the First Amended Declaration record under Instrument Number 2022-00451123, Volume 1889, Page 260 of the Official Public Records of the Leon County Clerk, Leon County Texas that amends restrictions on garages and access to FM 811 and this Second Amended Declaration as set forth below.

ARTICLE I
Definitions

Section 1. Any words not defined in this Second Amended Declaration shall have the same meaning assigned in the Original Declaration filed of record under Instrument Number 2022-00450766, Volume 1881, Page 593 of the Official Public Records of the Leon County Clerk, Leon County Texas. The following words when used in this Second Amended Declaration (unless the context shall prohibit) shall have the following meanings:

(a) Original Declaration. "Original Declaration" shall mean and refer to the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Three Lakes Ranch Subdivision filed of record under Instrument Number 2022-00450766, Volume 1881, Page 593 of the Official Public Records of the Leon County Clerk, Leon County Texas.

(b) Plat. "Plat" shall mean and refer to the Plat of Three Lakes Ranch Subdivision filed on May 9, 2022, under Instrument Number 2022-00450764, Volume 1881, Page 573, and Plat Envelope 223A-226B in the Official Public Records of Leon County, Texas and to any other amendments thereto or Replats of Three Lakes Ranch Subdivision that are filed of record with the Leon County Clerk, Leon County, Texas, including the Replat which was recorded under Instrument Number 2022-00451567, Volume 1891, Page 679, and Plat Envelope 227A-228A.

(c) Subdivision. "Subdivision" shall mean and refer to that certain tract of land located in Leon County, Texas, containing 1,218.59 acres more or less and being more fully described on the map and plat recorded under Instrument Number 2022-00450764, Volume 1881, Page 573, and Plat Envelope 223A-226B in the Official Public Records of Leon County, Texas, and to any other amendments thereto or Replats of Three Lakes Ranch Subdivision that are filed of record with the Leon County Clerk, Leon County, Texas, including the Replat which was recorded under Instrument Number 2022-00451567, Volume 1891, Page 679, and Plat Envelope 227A-228A.

(d) First Amended Declaration. "First Amended Declaration" shall mean and refer to First Amended Declaration of Covenants, Conditions, Restrictions,

Easements, Charges and Liens for Three Lakes Ranch Subdivision to Amend Restrictions on Garages and Access to FM 811 recorded under Instrument Number 2022-00451123, Volume 1889, Page 260 in the Official Public Records of Leon County, Texas.

(e) Second Amended Declaration. "Second Amended Declaration" shall mean and refer to this Second Amended Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Three Lakes Ranch Subdivision to Amend the Definitions of Plat and Subdivision.

ARTICLE II
Amended Provisions

Section 1. Any reference to the Plat set forth in the Original Declaration shall be to the Plat of Three Lakes Ranch Subdivision filed on May 9, 2022, under Instrument Number 2022-00450764, Volume 1881, Page 573, and Plat Envelope 223A-226B in the Map and Plat Records of Leon County, Texas, including the Replat of Lots 30, 40, 41, 42, 43, 71, 78, 86, 87, 88, 91, 92, 93, 94 and 97 recorded under Instrument Number 2022-00451567, Volume 1891, Page 679, and Plat Envelope 227A-228A in the Map and Plat Records of Leon County, Texas, and to any other amendments thereto or Replats of Three Lakes Ranch Subdivision that are filed of record with the Leon County Clerk, Leon County, Texas.

Section 2. Any reference to Subdivision set forth in the Original Declaration shall be to that certain tract of land located in Leon County, Texas, containing 1,218.59 acres more or less known as Three Lakes Ranch Subdivision and being more fully described on the map and plat recorded under Instrument Number 2022-00450764, Volume 1881, Page 573, and Plat Envelope 223A-226B in the Official Public Records of Leon County, Texas, including the Replat of Lots 30, 40, 41, 42, 43, 71, 78, 86, 87, 88, 91, 92, 93, 94 and 97 recorded under Instrument Number 2022-00451567, Volume 1891, Page 679, and Plat Envelope 227A-228A in the Map and Plat Records of Leon County, Texas, and to any other amendments thereto or Replats of Three Lakes Ranch Subdivision that are filed of record with the Leon County Clerk, Leon County, Texas.

ARTICLE III
General Provisions

Section 1. Binding Effect. All covenants, conditions, limitations, restrictions, easements, and affirmative obligations set forth in this Second Amended Declaration the Original Declaration and the First Amended Declaration shall be binding on the Owners of the Lot(s) and each and every Owner of the properties and their respective heirs, successors, and assigns, and shall run with the land.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Any other terms and conditions of the Original Declaration and First Amended Declaration not amended herein shall remain in full force and effect.

This Second Amended Declaration shall become effective upon its recordation in the Official Public Records of the Leon County Clerk's Office, Leon County, Texas.

IN WITNESS WHEREOF, the undersigned, being the Declarant, herein, has hereunto set its hand on this the 14th day of June 2022.

LSLP Centerville Land, LLC, a Delaware limited liability company

By: American Land Partners, LLC, a Delaware limited liability company, Manager

By: _____
Price Keever, Authorized Agent

STATE OF TEXAS §
§
COUNTY OF LEON §

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned Notary Public, on this day personally appeared Price Keever, who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he executed the instrument for the purposes and consideration therein expressed and in the capacity stated herein.

Given under my hand and seal of office on the 15th day of JUNE 2022.

_____
NOTARY PUBLIC, State of Texas

MICHELLE ANN FERGUSON
Notary Public, State of Texas
Comm. Expires 01-14-2025
Notary ID 129265542