

**Declaration of Restrictive Covenants of the
Rolling Ridge Estates**

Date: April 10, 2012

Declarant: MBar Land & Cattle, LP, a Texas limited partnership

2264

Declarant's Address:

4306 Markwardt Road
Round Top, Texas 78954

Property:

Rolling Ridge Estates, a subdivision of 64.119 acres, situated in the Philip Coe Survey, A-31, of Washington County, Texas, as recorded in Plat Cabinet No. ~~616B-617A&B~~, Plat Records of Washington County, Texas.

Definitions

As used in this Declaration, the following terms have the following meanings:

"ACC" means the Architectural Control Committee established in this Declaration.

"Assessment" means any amount due to the Association by an Owner or levied against an Owner by the Association under this Declaration.

"Association" means a Texas non-profit corporation formed under the laws of the State of Texas pursuant to the terms of paragraph F, below.

"Board" means the Board of Directors of the Association.

"Bylaws" means the Bylaws of the Association adopted by the Board.

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

"Declarant" means MBar Land & Cattle, LP, a Texas limited partnership, and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.

"Developer" means any Person, other than Declarant, who owns seven (7) or more Lots for the purpose of construction of Residences for resale, regardless of whether such Lots were acquired simultaneously; additionally, once a Person is a Developer, their sale of Lots on which Residences have been constructed shall not cause them to lose their status as a Developer.

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

"Governing Documents" means this Declaration, as may be amended from time to time. To the extent the same exist, Governing Documents shall also include standards of the ACC, and the Certificate of Formation, Bylaws, rules of the Association, as each may be amended from time to

time. In accordance with Tex. Prop. Code §202.006, all Governing Documents, as amended, shall be recorded in the Public Records of Washington County, Texas to be effective.

"Lot" means each tract of land designated as a lot on the Plat.

"Member" means Owner.

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

"Plat" means the Plat of the Property recorded in Plat Cabinet File No. _____ of the Plat Records of Washington County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

"Person" means any individual, business entity, trust, estate, executor or administrator.

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

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

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

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

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

Other terms defined herein have the meaning so given.

Clauses and Covenants

A. Imposition of Covenants

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

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

3. Each Owner and occupant of a Lot agrees to comply with the Governing Documents and agrees that failure to comply may subject him to a fine, an action for amounts due to the Association, damages, or injunctive relief.

B. Plat and Easements

1. The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.

2. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.

3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.

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

C. Use and Activities

1. *Permitted Use.* A Lot may be used only for an approved Residence and approved Structures for use by a Single Family.

2. *Prohibited Activities.* Prohibited activities are -

- a. any activity that is otherwise prohibited by the Governing Documents;
- b. any illegal activity;
- c. any nuisance, noxious, or offensive activity;
- d. any dumping of rubbish;
- e. any storage of -
 - i. building materials except during the construction or renovation of a Residence or a Structure;
 - ii. Vehicles, except Vehicles in a garage or Structure or operable automobiles on a driveway, an Owner may store one (1) mobile home or travel trailer that is titled in the Owner's name on a Lot behind the Residence; or
 - iii. unsightly objects unless completely shielded by a Structure;
- f. any use of the surface of any Lot by an Owner for the exploration of minerals by an Owner;
- g. any keeping or raising of animals, except for common domesticated household pets, such as dogs and cats, is expressly prohibited. In no event may more than five (5) total domesticated household pets, no more than three (3) of which housed outside be kept on any Lot. At all times Owners with domesticated household pets must be able to demonstrate proof of rabies vaccinations from a licensed veterinarian. No pets shall be permitted to roam freely. No domesticated household pets shall be kept for breeding or commercial purposes. Livestock, poultry, pit bulls (including pit bull mixes), wolves, and exotic pets, including without limitation, reptiles, swine, monkeys, arachnids, and large cats or other species of a wild or non-domesticated nature are strictly prohibited;
- h. any commercial or professional activity except reasonable home office use;

- i. Multi-family residences, including, without limitation, the renting of a portion of a Residence; provided, however, this provision shall not prohibit the renting of a guest house to a family member;
- j. the drying of clothes in a manner that is visible from any street;
- k. the display of any sign except -
 - i. one not more than five square feet, advertising the Lot for sale or rent or advertising a garage or yard sale; and
 - ii. political signage not prohibited by law or the Governing Documents;
- l. installing a mobile home, manufactured home, manufactured housing, motor home, or travel trailer on a Lot as a dwelling;
- m. any structure of a temporary character used as a residence;
- n. moving a previously constructed house onto a Lot; provided, however, this provision shall not be construed as prohibiting the use of modular or preconstructed building components in the construction of a Residence or Structure on a Lot;
- o. interfering with a drainage pattern without ACC approval;
- p. hunting and shooting;
- q. occupying a Structure that does not comply with the construction standards of a Residence;
- r. the permanent or semi-permanent storage of a vehicle in a public street or right-of-way; provided, however, an Owner may store the Owner's operating vehicles in a Structure or screened from public view, behind the Owner's Residence. No inoperable vehicles may be permanently or semi-permanently stored outside of a Structure;
- s. the operation of unlicensed self-propelled vehicles on the streets of the Subdivision. The Association has the right to adopt rules and regulations controlling the operation of self-propelled vehicles on Lots, to protect other Owners from excessive noise, annoyance and hazards.
- t. burning of trash.

D. Construction and Maintenance Standards

- 1. *Lots*
 - a. *Consolidation of Lots.* An Owner of adjoining Lots, with ACC approval, may consolidate those Lots into one site for the construction of a Residence. In the event of an approved consolidation, the setback lines along the common boundary of the adjoining Lots shall not apply; provided, however, the Owner shall pay all costs of re-routing any utilities placed within the setback lines of the adjoining Lots.

- b. *Subdivision Prohibited.* No Lot may be further subdivided.
- c. *Easements.* Declarant has reserved Easements for utilities as shown on the Plat and no Residences or Structures may be placed in such Easements. Other than additional easements which utility providers may require beyond those reserved by Declarant, no Owner may grant any Easement without ACC approval.
- d. *Maintenance.* Each Owner shall maintain his Lot, all easements within the Lot and from the Lot boundary to the edge of the road pavement.
 - i. It is likely that the paved surface of the roads in the Subdivision will not extend to the boundary of any Lot. Each Owner is responsible for the maintenance of driveways and drainage ditches between the Lot boundary and the edge of the paved surface of the road.
 - ii. Owners shall keep all Residences, Structures, and landscaping in a neat, well maintained, and attractive manner. Any Owner that chooses to cultivate native Texas wildflowers and grasses shall keep the same at heights of less than thirty inches (30") tall. All native wildflowers shall be promptly mowed after such plants have dropped seeds.

2. *Residences and Structures*

- a. *Aesthetic Compatibility.* All Residences and Structures must be aesthetically compatible with the Subdivision, as determined by the ACC.
- b. *Maximum Height.* No Residence may exceed two and one-half (2 ½) stories in height. No Structure on a Lot may exceed the height of the Residence.
- c. *Required Area.* The total area of a Residence, exclusive of porches, garages, or carports, must be at least 2,000 square feet, with not less than 1,800 square feet on the ground floor. The square footage of any other Structure on a Lot may not exceed sixty percent (60%) of the ground floor square footage of the Residence.
- d. *Location on Lot.* No Residence or Structure may be located in violation of the setback lines shown on the Plat. Each Residence must face the front Lot line. All Structures must be located behind the front wall of the Residence.
- e. *Garages.* Each Residence must have at least a two-car garage accessed by a driveway. The entry to the garage must not face the front Lot line except as approved by the ACC. To the extent any garage is constructed separately from the Residence, the same shall be constructed of the same exterior material and covered with the same roofing material as the Residence.
- f. *Damaged or Destroyed Residences and Structures.* Any Residence or Structure that is damaged must be repaired within forty-five (45) days (or within a period approved by the ACC) and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within ninety (90) days and the Lot restored to a clean and attractive condition.

g. *Fences, Walls, and Hedges.* No fence, wall, or hedge may be located forward of the front wall line of the Residence, except for trellises and decorative fences that are approved by the ACC. Game fencing and chain link fencing is strictly prohibited.

h. *Antennae.* No antenna may be erected on any Lot unless the same is located behind the Residence and in no event shall the height of the antenna exceed the height of the roof ridge line by more than fifteen feet (15'). All antenna must be erected in a manner such that they are installed without guy wires. The placement of antenna is subject to ACC approval.

i. *Flags and Flagpoles Restrictions.* Prior to the placement of any flagpole or flagpole lighting (whether free standing or attached to a Residence) on any Lot, the Owner's plans must be approved by the ACC.

i. No more than one (1) flagpole per Lot shall be permitted, and the height of a flagpole shall not exceed twenty (20) feet.

ii. An Owner may display only flags of the United States of America, the State of Texas, and an official or replica flag of any branch of the United States armed forces.

iii. During such times that the Owner displays a United States flag, it shall be displayed in accordance with 4 U.S.C. Sections 5 to 10.

iv. During such times that the Owner displays a Texas flag, it shall be displayed in accordance with Chapter 3100, Texas Government Code.

v. Any flagpole, whether attached to a dwelling or freestanding, shall be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling.

vi. The display of a flag and the location and construction of the supporting flagpole shall comply with all applicable zoning ordinances, easements and setbacks of record.

vii. A displayed flag and the flagpole on which it is flown shall be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole shall be repaired, replaced or removed.

viii. A displayed flag shall not exceed three feet by five feet (3' x 5').

ix. The lighting used on any flagpole shall not exceed two (2) lights, shall be located entirely on the flagpole or on the Lot of the Owner within three feet (3') of the flagpole, and shall be limited to 2,000 lumens of light. A light may not be pointed or positioned so that direct light from it is visible from any property other than the Lot of the Owner. Shielding may be used to achieve this requirement. It is preferred, but not required that lighting be located on the top of the flagpole and directed downward so as to preserve a dark sky.

- x. Owners who have flagpoles shall take reasonable measures to abate noise that might otherwise be caused by the external halyard on a flagpole.
- xi. No Owner shall locate or place a flagpole otherwise permitted by these covenants on property that is owned or maintained by the Association, nor on any property that is owned in common by the members of the Association.
- j. *Traffic Sight Lines.* No landscaping that obstructs traffic sight lines may be placed on any Lot.
- k. *Landscaping.* Landscaping must be installed within fourteen (14) days after occupancy. The ACC or the Association may establish minimum requirements for landscaping.
- l. *Trash Receptacles.* All trash receptacles, containers, dumpsters and other objects used to store trash shall be kept out of site of all streets and the storing of trash at or near the road is strictly prohibited; provided, however, movable trash containers may be placed near the entrance to each Lot the night before or morning of a scheduled trash pick up day by a hired garbage company.
- m. *Mail Boxes.* Mail boxes and newspaper delivery bins must be placed within twenty (20) feet of the driveway of the Lot they serve, on either side of the street, as may be required by the United States Postal Service. Mail boxes and newspaper delivery bins shall be of a type and material consistent with the standards of the Subdivision and are subject to ACC approval.
- n. *Signage.*
- i. *Non-Political Signage.* No sign or advertisement may be placed on any Lot except that an Owner may place a sign, not to exceed four feet by four feet (4' x 4') on the Owner's Lot advertising: [i] a Lot for sale; provided however, the Declarant and any Developer, or their agents, may maintain signs and Structures as they determine necessary or convenient for the marketing of Lots owned by the Declarant or Developer, respectively; or [ii] a garage sale on the Lot on which such sale is being held; provided, however, no Owner may conduct more than one (1) sale in a calendar year.
- ii. *Political Signage.* With respect to signs advertising a political candidate or ballot item for an election, no such sign shall be allowed prior to ninety (90) days before the date of such election or ten (10) days after such election. All political signs shall be ground mounted and no Owner may display more than one sign for each candidate or ballot item. Additionally, no signs advertising a political candidate or ballot item may contain roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component; may be attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object; may include the painting of architectural surfaces, may threaten public health, may be larger than four feet by six feet (4' x 6'); may violate law; may contain

language, graphics or any display that would be offensive to the ordinary person; may be accompanied by music or other sounds or by streamers or be otherwise distracting to motorists. The Association may remove any sign displayed in violation of these requirements.

3. *Building Materials for Residences and Structures*

a. *Roofs.* Only composition, tile or metal roofs may be used on Residences and Structures. All roof stacks must be painted to match the roof color. Nothing herein shall be interpreted to prohibit or restrict an Owner who is otherwise authorized to install shingles on the roof of the Owner's property from installing shingles that are:

- i. designed primarily to be wind and hail resistant;
- ii. provide heating and cooling efficiencies greater than those provided by customary composite shingles; or
- iii. provide solar generation capabilities; and that, when installed:
 - (1) resemble the shingles used or otherwise authorized for use on property in the subdivision;
 - (2) are more durable than and are of equal or superior quality to the shingles used or otherwise authorized for use on property in the subdivision; and
 - (3) match the aesthetics of the property surrounding the Owner's property.

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

c. *Exterior Walls.* All Residences must have at least seventy percent (70%) of their exterior walls, including exposed foundation, of stone, brick or stucco, minus windows and doors, unless otherwise approved by the ACC.

d. *Color Changes.* No change to the color of the exterior walls, trim, or roof of a Residence will be permitted, unless otherwise approved by the ACC.

e. *Driveways and Sidewalks.* All driveways and sidewalks must be surfaced with concrete, asphalt, gravel, shell or crushed rock, unless otherwise approved by the ACC.

f. *Lot Identification.* Lot address numbers and name identification must be aesthetically compatible with the Subdivision.

g. *Septic Systems.* Prior to occupying any Residence, the Owner shall have installed a septic system in compliance with state and county regulations and approved by the Washington County Environmental Department, or the then appropriate governmental agency.

- h. *Water Wells.* Owners may install water wells but the same shall be drilled and maintained in accordance with state and county regulations. Owners are advised that not all Lots may be of sufficient acreage to have both a septic system and water well under current Washington County Subdivision Rules.
- i. *Rainwater Harvesting Systems.* To the extent any Owner desires to install a rainwater harvesting system, the aesthetic design of such system must be approved by the ACC. All rain barrels, piping and other components (other than those affixed to the roof) shall be located behind the Residence and not visible from the street.
- j. *Solar Energy Devices.* To the extent any Owner desires to install solar energy device, all such components must be placed on the roof of a Residence, behind the Residence and not visible from the street. If mounted on a roof, the components may not extend higher than or beyond the roofline; may be located only on one side of the roof, must conform to the slope of the roof and have a top edge parallel to the roofline; and must have a frame, support bracket or visible piping or wiring that of a color that is black or consistent with the color of the roof.
- k. *Wind Energy Devices.* To the extent any Owner desires to install a wind turbine or other Structures and components related thereto, the same must be approved by the ACC, which consent may be withheld in the ACC's absolute discretion. No Owner may erect more than one (1) wind turbine and the same shall be erected behind the Residence, and installed in such a way as to abate any noise that may be caused by such Structures. In no event may any Structure related to any wind turbine exceed thirty feet (30') in height and no individual blade may exceed eight feet (8') in length.

E. ACC

1. *Establishment*

- a. *Purpose.* The ACC is established as a committee to assist in ensuring that all Residences, Structures, and landscaping within the Subdivision are aesthetically compatible and conform to the Governing Documents.
- b. *Members.* The ACC consists of at least three (3) persons. The initial members of the ACC are Max Baranowski, Jr., Randy Hodde, and Jon Hodde. Each Developer, if any, will have the right to appoint one (1) additional member to the ACC. Upon creation of the Association, the Board shall appoint new members of the ACC, other than those appointed by any Developer. The Board may remove or replace an ACC member at any time; provided, however, any member appointed by a Developer shall on the ACC until such time as replaced by the Developer or the Developer ceases to own a Lot.
- c. *Term.* ACC members serve until replaced by the Board or they resign.
- d. *Standards.* Subject to the approval of the Declarant (or the Board after the formation of the Association), the ACC may adopt standards that do not conflict with the other Governing Documents to carry out its purpose. On request, Owners will be provided a copy of any standards.

2. *Plan Review*

a. *Required Review by ACC.* No Residence or Structure may be erected on any Lot, or the exterior altered, unless plans, specifications, and any other documents requested by the ACC have been submitted to and approved by the ACC. The plans and specifications must show exterior design, height, building materials, color scheme, location of the Residence and Structures depicted horizontally and vertically, and the general plan of landscaping, all in the form and detail the ACC may require.

b. *Procedures*

i. *Complete Submission.* Within fourteen (14) days after the submission of plans and specifications by an Owner, the ACC must notify the submitting Owner of any other documents or information required by the ACC. In the absence of timely notice from the ACC requesting additional documents or other information, the submission is deemed complete.

ii. *Deemed Approval.* If the ACC fails to give notice of disapproval of the plans and specifications to the submitting Owner within forty-five (45) days after complete submission, the submitted plans and specifications are deemed approved.

c. *Appeal.* Owners have the right of appeal only after the formation of the Association. An Owner may appeal any action of the ACC to the Board. The appealing Owner must give written notice of the appeal to the Board, and if the appeal is by an Owner who is not the submitting Owner, the appealing Owner must also give written notice to the submitting Owner within five (5) days after the ACC's action. The Board shall determine the appeal within ten (10) days after timely notice of appeal is given. The determination by the Board is final.

d. *Records.* The ACC will maintain written records of all requests submitted to it and of all actions taken. The Board will maintain written records of all appeals of ACC actions and all determinations made. Any Owner may inspect the records of the ACC and Board, but no Owner may inspect or copy the interior floor plan or security system design of any other Owner.

e. *No Liability.* The Declarant, Association, the Board, the ACC, and their members will not be liable to any Person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any request.

F. Association

1. *Establishment and Governance.* Once ten (10) lots are owned by Persons other than the Declarant, those Owners may form the Association. The Association will be established by filing its Certificate of Formation with the Texas Secretary of State and is governed by the Certificate, this Declaration, as may be amended, and its Bylaws. Upon the filing of the Certificate of Formation (bearing the Texas Secretary of State's file mark) and its Bylaws in the Official Records of Washington County, Texas, and providing a copy to all Owners of the same, the Association will have the power and authority of a nonprofit corporation under the Texas Business Organizations Code and power and authority granted to a property owners' association under Texas Property Code,

and the Governing Documents. The Board shall consist of at least five (5) individuals and no more than nine (9) individuals, as determined by the Board, from time to time.

2. *Rules.* The Board may adopt rules that do not conflict with applicable Texas or federal law or the Certificate of Formation, Declaration, or Bylaws. On request, Owners will be provided a copy of any rules.

3. *Membership and Voting Rights.* Every Owner is a Member of the Association. Membership is appurtenant to and may not be separated from ownership of a Lot. The Association has two classes of voting Members:

a. *Class A.* Class A Members are all Owners, other than Declarant. Class A Members have one vote per Lot. When more than one person is an Owner, each is a Class A Member, but only one vote may be cast for a Lot. Any number of Lots that have been consolidated are considered one (1) Lot.

b. *Class B.* The Class B Member is the Declarant. The Class B Member has the number of votes for each Lot owned. The Class B Membership ceases and converts to Class A Membership when the Class A Members' votes exceed the total of any Class B Member's votes. The Class B Member has no right to consolidate Lots.

G. Assessments

1. *Authority.* After its establishment, the Association may levy Assessments to promote the recreation, health, safety, and welfare of the residents in the Subdivision, to fund operating expenses of the Association, and to improve and maintain any common areas that may be established, including without limitation, the maintenance of any subdivision signage.

2. *Personal Obligation.* An Assessment is a personal obligation of each Owner when the Assessment accrues.

3. *Creation of Lien.* Assessments are secured by a continuing vendor's lien on each Lot, which lien is reserved by the Declarant and assigned to the Association. By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Association to secure Assessments.

4. *Commencement.* Only after establishment of the Association do Lots become subject to Assessments. A Lot becomes subject to Assessments on conveyance of the Lot by Declarant or a Developer. No Lot owned by the Declarant or a Developer is subject to any Assessment.

5. *Regular Assessments*

a. *Rate.* Regular Assessments are levied by the Board, annually, to fund the anticipated operating and maintenance expenses of the Association. Until changed by the Board, the Regular Assessment is \$150.00.

b. *Changes to Regular Assessments.* Regular Assessments may be changed annually by the Board. Written notice of the Regular Assessment will be sent to every Owner at least thirty (30) days before its effective date.

c. *Collections.* Regular Assessments will be collected yearly in advance, payable on the first (1st) day of January of each year. In the first year a Lot is subject to Assessments, the Regular Assessments shall be prorated and due on the following first (1st) day of January with the next year's Regular Assessment.

6. *Special Assessments.* In addition to the Regular Assessments, the Board may levy Special Assessments for the purpose of funding the cost of any construction, reconstruction, repair, or replacement of any capital improvement on common areas, if any, or for any other purpose benefitting the Subdivision but requiring funds exceeding those available from the Regular Assessments. Special Assessments must be approved by the Members. Written notice of the terms of the Special Assessment will be sent to every Owner.

7. *Approval of Special Assessments.* Any Special Assessment must be approved by a majority vote at a meeting of the Members in accordance with the Bylaws.

8. *Fines.* The Board may levy a fine against an Owner for a violation of the Governing Documents as permitted by law.

9. *Subordination of Lien to Mortgages.* The lien granted and reserved to the Association is subordinate to any valid lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Association's lien as to Assessments due before the foreclosure.

10. *Delinquent Assessments.* Any Assessment not paid within fifteen (15) days after it is due is delinquent.

H. Remedial Rights

1. *Late Charges and Interest.* A late charge of five percent (5%) of the delinquent amount is assessed for delinquent payments. Delinquent Assessments accrue interest at the rate of nine percent (9%) per year. The Board may change the late charge and the interest rate.

2. *Judicial Enforcement.* The Association may bring an action against an Owner to collect delinquent Assessments, foreclose the Association's lien, or enforce or enjoin a violation of the Governing Documents. An Owner may bring an action against another Owner to enforce or enjoin a violation of the Governing Documents.

3. *Costs, Attorney's Fees, and Expenses.* The Owner is liable to the Association for all costs and reasonable attorney's fees incurred by the Association in collecting delinquent Assessments, foreclosing the Association's lien. The Owner is liable to the Association or another Owner, as the case may be, for all costs and reasonable attorney's fees incurred in enforcing the Governing Documents or enjoining a violation thereof.

4. *Remedy of Violations.* The Association may access an Owner's Lot to remedy a violation of the Governing Documents.

5. *Suspension of Voting.* An Owner delinquent in payment of any Assessment may not vote except on the following matters: (a) an election of board members; and (b) on any matter concerning the rights or responsibilities of the Owner.

6. *Suspension of Other Rights.* If an Owner violates the Governing Documents, the Association may suspend the Owner's rights under the Governing Documents in accordance with law

until the violation is cured, provided, however, that the right of an Owner to run for a position on the Board shall not be limited except as provided by law.

7. *Damage to Property.* An Owner is liable to the Association for damage to common areas, if any, caused by the Owner or the Owner's family, guests, agents, independent contractors, and invitees in accordance with law.

J. General Provisions

1. *Term.* This Declaration runs with the land and is binding until May 1, 2045, and for successive ten (10) year periods unless sixty-seven percent (67%) of the Owners of Lots vote to terminate the Declaration.

a. *Termination if Association is Established.* The Association shall conduct a vote of Owners to terminate the Declaration if prior to March 1, 2045, or March 1st of a ten (10) year period, if the Board votes to submit termination to the Owners or, if prior to March 1, 2045, or March 1st of a ten (10) year period, fifty percent (50%) of the Owners notify the Board, in writing, of their desire to conduct such vote. Such vote of Owners to terminate the Declaration may be held at anytime between April 1st and April 15th according to the rules and standards determined by the Board. Each Owner shall have one (1) vote per Lot; a consolidated Lot has one (1) vote.

b. *Termination if Association is not Established.* In the event the Association is not established, the Declaration shall be terminated on May 1, 2045, or the May 1st of a ten (10) year period thereafter, if sixty-seven percent (67%) of Owners of Lots execute an acknowledged, written statement expressing their desire to terminate the Declaration between March 1 and April 15, 2045, or of a ten (10) year period, and all such executed, acknowledged, written statements are recorded in the Official Records of Washington County, Texas prior to May 1, 2045, or the May 1st of any ten (10) year period. Each Owner shall have one (1) vote per Lot; a consolidated Lot has one (1) vote.

2. *No Waiver.* Failure by the Association or an Owner to enforce the Governing Documents is not a waiver.

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

4. *Amendment.*

a. *Amendment if Association is Established.* The Declaration may be amended at any time by vote of sixty-seven percent (67%) of the votes of Owners in the Association at a meeting in accordance with the Bylaws. An instrument containing the approved amendment will be signed on behalf of the Association by the President and Secretary and recorded in the Official Records of Washington County, Texas. Such Amendment shall be effective upon recording. Each Owner shall have one (1) vote per Lot; a consolidated Lot has one (1) vote.

b. *Amendment if Association is not Established.* In the event the Association is not established, the Declaration may be amended by the Owners of sixty-seven percent (67%) of Lots, evidenced by their acknowledged signature to such

amendment. The amendment bearing the acknowledged signatures of sixty-seven percent (67%) of Owners shall be filed in the Official Records of Washington County, Texas. Such Amendment shall be effective upon recording. Each Owner shall have one (1) vote per Lot; a consolidated Lot has one (1) vote.

c. *Amendment by Declarant.* As long as Declarant owns fifty percent (50%) or more of the Lots in the Subdivision, Declarant may amend this Declaration at any time, without the approval or consent of any other Owner or the Association. Such Amendment shall be by signed, acknowledged, written instrument recorded in the Official Records of Washington County, Texas. Such an amendment shall be effective upon recording.

5. *Conflict.* This Declaration controls over the other Governing Documents.

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

7. *Notices.* Any notice required or permitted by the Governing Documents must be in writing. To the extent required by law, notices regarding remedial rights must be given by certified mail, return receipt requested. All other notices may be given by regular mail. Notice is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed to a Member, at the Member's last known address according to the Association's records, and the Association, the Board, the ACC, or a managing agent at the Association's principal office or another address designated in a notice to the Members. Unless otherwise required by law or the Governing Documents, actual notice, however delivered, is sufficient.

8. *Annexation of Additional Property.* On written approval of the Board and not less than sixty-seven percent (67%) of the Members at a meeting in accordance with the Bylaws, the Owner of any property who desires to subject the property to this Declaration may record an annexation agreement that will impose this Declaration and the Covenants on that property.

MBar Land & Cattle, LP, a Texas limited partnership,

By: **MBar Management, LLC**, a Texas limited liability company,

By: 

MAX BARANOWSKI, JR., Manager

Consent and Subordination of Citizens State Bank

Citizens State Bank joins herein solely for the purposes of subordinating its liens of record against the Property to the covenants, conditions and restrictions contained in this Declaration; provided, however, such subordination of Citizens State Bank's liens does not extend to any lien or charge authorized or imposed by this Declaration. Without limiting the foregoing, it is expressly understood and agreed that in the event that Citizens State Bank or its successors and assigns become the owners of any Lot or any portion of the Property, Citizens State Bank or its successors and assigns shall not be subject to any Assessments, Regular Assessments, Special Assessments or Fines as described in Article G. of this Declaration, but on a subsequent transfer of a Lot to an Owner who intends to construct and occupy a Residence on such Lot, or an Owner who intends to occupy a Residence constructed on such Lot, the Lot will become subject to the Assessments, Regular Assessments, Special Assessments or Fines as described in Article G.

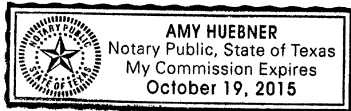
CITIZENS STATE BANK

By: *Ervin B. Flencher, Jr.*
ERVIN B. FLENCER, JR., President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF WASHINGTON §

This instrument was acknowledged before me on the 7th day of May, 2012, by **MBar Land & Cattle, LP**, a Texas limited partnership, by its general partner, **MBar Management, LLC**, a Texas limited liability company, by its Manager, **MAX BARANOWSKI, JR.**, on its behalf.

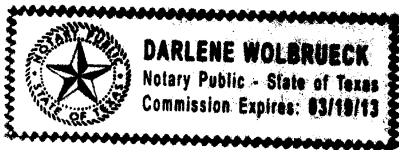


[Signature]
NOTARY PUBLIC, STATE OF TEXAS

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF BURLESON §

This instrument was acknowledged before me on this 4 day of May, 2012, by **ERVIN B. FLENCER, JR.**, President of **CITIZENS STATE BANK**, on its behalf.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS
COUNTY OF WASHINGTON

I hereby certify that this instrument was FILED on the date and at the time affixed hereon by me and was duly RECORDED in the volume and page of the OFFICIAL RECORDS of Washington County, Texas, as stamped hereon by me on

**FILED FOR RECORD
WASHINGTON COUNTY, TEXAS**

2012 MAY 14 PM 4:39

Beth A. Rothermel
WASHINGTON COUNTY CLERK

MAY 15 2012



Beth A. Rothermel
Beth Rothermel, County Clerk
Washington County, Texas