

**SECOND AMENDED DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS OF VINEYARD VISTA, LLC AND MODERN COUNTRY MANAGEMENT LLC**

THE STATE OF TEXAS

§

COUNTY OF FAYETTE

§

KNOW ALL MEN BY THESE PRESENTS:

THIS SECOND AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("the Restrictions") is made by VINEYARD VISTA, LLC A Texas Limited Liability Company, and Modern Country Management, LLC (collectively the "Declarant").

WHEREAS, Declarant is the owner of that certain real property described in Exhibit A attached hereto and made a part hereof for all purposes, located in Fayette County, Texas ("the Property");

WHEREAS, The Tree Tops Landowners' Association, Inc. an affiliate of Declarant had previously filed similar deed restrictions, but this amendment is necessary to properly account impose these deed restrictions on the Property given its chain of title, and The Tree Tops Landowners Association, Inc. has signed and agreed to these amended Deed Restrictions.

Declarant desires to impose upon the Property certain uniform and common covenants, conditions and restrictions as more particularly set forth herein. To the extent these amended deed restrictions conflict with any deed restrictions previously filed by The Tree Tops Landowners' Association, Inc., which has signed this amended document and consents to any changes contained herein, or any other agent or affiliate of Declarant, these restrictions shall control.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall constitute covenants running with the land, and which shall be binding on all parties having any right, title or interest in the Property or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof and the Declarant.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Tree Tops Landowners' Association, Inc., which Declarant has forever designated as its agent for the enforcement of these deed restrictions, its successors and assigns.

Section 2. "Owner" or "Owners" shall mean and refer to the record owner(s), whether one or more persons or entities, of a fee simple title to any Lot out of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to: (a) that certain real property first hereinabove described, and (b) such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area", if any, shall mean all real property owned by the Association

for the common use and benefit of the Owners of the Lots including area containing community mailboxes, entrances to the development and easements as shown on the recorded subdivision plat of the Property.

Section 5. "Lot" shall mean and refer to any parcel or plat of land out of the Property and/or shown upon any recorded subdivision plat of the Property but excluding the Common Area.

Section 6. "Declarant" shall mean and refer collectively to Vineyard Vista Landowners' Association, Inc. and Modern Country Management, LLC and their successors or assigns (whether immediate or remote), as successor developer of all or a substantial portion of the Lots in the undeveloped state but shall not any purchaser of one or more developed Lots. For the purposes of this Declaration, "Developed Lot" shall mean any parcel of land subdivided out of the Property.

Section 7. The "ACC" shall mean the Architectural Control Committee.

Section 8. The "Main Road" shall mean the road constructed by the subdivision that runs down the center of the subdivision and divides the lots as shown in Exhibit A.

Article II

Membership in Association, Voting Rights

Section 1. Members. Each Owner of a Lot will be a member of the Association; membership will be appurtenant to and may not be separated from ownership of a Lot.

Section 2. Voting. The Association will have two classes of voting members as follows:

Class A. Class A members will be all owners with the exception of Declarant and will be entitled to one vote for each Lot owned by such Class A member. When more than one person holds an interest in a given Lot, all such persons will be members and the vote for such Lot will be exercised as they may determine among themselves. In no event may more than one vote be cast with respect to any Lot owned by Class A members.

Class B. The Class B member will be Declarant, who will be entitled to exercise ten votes for each Lot owned by the Declarant. The Class B membership will cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or on March 1, 2025, whichever first occurs.

ARTICLE III

USE RESTRICTIONS AND ARCHITECTURAL CONTROLS

Section 1. Construction of Improvements. Each Lot shall be used only for single-family residence purposes as defined hereafter and shall be in compliance with the following:

- 1.01 The main residences shall be single-family residential dwellings not to exceed two and one-half (2-1/2) stories in height, with a living area of the main residential structure (exclusive of outbuildings, guest houses, porches, garages and servant's quarters) shall not be less than one thousand two hundred (1,200) square feet on Lots 18-22 and one thousand four hundred (1400) square feet on all other Lots. Other structures shall not exceed the main residences in height. The design of other structures shall be consistent with the main residence and no more than 4 total structures, including the main residence, are allowed. Metal buildings are generally prohibited, however, the ACC in its discretion may approve a metal outbuildings that are

consistent in color as the main residence and are positioned in such a way that they do not unreasonably obstruct the views of the other lot owners or negatively impact the character of the neighborhood.

- 1.02 Sheds and small storage buildings are permitted. These improvements must be specifically approved by the ACC.
- 1.03 Manufactured and/or mobile homes are strictly prohibited. This restriction does not apply to modular homes under the definition of the Texas Administrative Code 70.10 (a)(28).
- 1.04 Construction must be completed within eighteen (18) months after commencement of construction.

Section 2. Architectural Control and Approval of Builders. No buildings or improvements of any character shall be erected or placed or the erection thereof begun, or changes made in the design thereof after original construction, on any Lot until the construction plans and specifications and a site plan showing the location of the structure or improvements have been submitted to and approved, in writing by the ACC, as to compliance with these restrictions, quality of material, harmony of external design with existing and proposed structures and as to location with respect to topography and finish grade elevation and consistent with a design that is compatible with the setting and style of the Vineyard Vista subdivision. The ACC shall be comprised with two members and shall exercise sound discretion when considering contemplated improvements. The initial members of the ACC shall be James Kastleman and Amir Mireskandari. If there exists at any time one or more vacancies in the ACC, the remaining member or members of the ACC may designate successor member(s) to fill such vacancy or vacancies. The ACC and the individual members thereof shall not be liable for any act or omission in performing or purporting to perform the functions delegated hereunder. In the event the ACC fails to indicate its approval or disapproval within thirty (30) days after the receipt of the required documents, approval will not be required, and the related covenants set out herein shall be deemed to have been fully satisfied. Declarant hereby retains its right to assign the duties, powers and responsibilities of the ACC to the Association when one hundred percent (100%) of all Lots and any other areas annexed to the Property have been conveyed to Owners, and the term "Architectural Control Committee" or "ACC" herein shall include the Association as such assignee. The approval or lack of disapproval by the ACC shall not be deemed to constitute any warranty or representation by the ACC including, without limitation, any warranty or representation relating to fitness, design or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations. The Association may charge a reasonable fee not to exceed the sum of \$500.00 to retain an architect to review plans engineering and specifications for improvements.

The ACC may, but shall not be required to, from time to time promulgate an outline of minimum acceptable architectural and/or construction guidelines; provided, however, that such outline will serve as a minimum guideline and the ACC will not be bound thereby. The ACC may provide detailed style or construction specifications in the Architectural Guidelines, and the ACC may from time to time amend and update the Architectural Guidelines.

The ACC shall have the power to and may allow reasonable variances and adjustments to the restrictions set forth herein in order to overcome practical difficulties and to prevent unnecessary hardships in the application of the restrictions contained herein; provided, however, that such is done in conformity with the intent and purposes hereof; and provided further, that in every instance such variance or adjustment will not be materially detrimental or injurious to other property, improvements or the Owners thereof. Furthermore, such variances and adjustments as may be granted hereunder may include without limitation the height, size and building setback restrictions as set forth herein or on the plat maps for the subdivision.

Further, all builders performing construction on a Lot must be pre-approved in advance by Developer in its sole discretion.

Section 3. Minimum Square Footage within Improvements. The living area of the main residential structure (exclusive of outbuildings, guest houses, porches, garages and servants' quarters) shall not be less than one thousand two hundred (1,200) square feet on Lots 18-22 and one thousand four hundred (1400) square feet on all other Lots. The ACC, at its sole discretion, is hereby permitted to approve deviations in any building area herein prescribed in instances when in its sole judgment, such deviations would result in a beneficial common use consistent with the Subdivision. Such approvals must be granted in writing in recordable form and when given shall become a part of these restrictions to the extent of the particular Lot involved.

Section 4. Exterior Materials. Unless otherwise approved by the ACC, in its sole and exclusive discretion, the exterior materials of the main residential structure and any attached garage, guest houses, and servants' quarters shall be constructed of masonry, 3d printed specialty concrete, stucco, hardiplank, cedar, or other wood siding.

Section 5. Inner and Outer Lots

It is the intention to keep as many trees as possible. Each of the lots contains within its bounds an inner area or "envelope," being .75 of an acre, hereinafter designated as the "Inner Lot" and being specifically delineated and bounded as set forth on Exhibit B. The owner reserves the right to modify the location of each "Inner Lot" as located on Exhibit B, provided nevertheless that such modification shall require the consent of the lot owners of abutting lots, which consent shall not be unreasonably withheld.

All residences, garages, swimming pools and structures of any and every kind to be constructed, or erected or built on each lot, shall be built only within the confines of the Inner Lot except for docks, piers, wharves, and access walkways and driveways.

All landscaping shall be confined to the Inner Lot. All land not included with the Inner Lot is designated as "Reserved Area".

All land being a part of the lots to be conveyed and not included within the designated "Inner Lot" is hereby designated "Reserved Area". The Reserved Area with respect to each lot shall be subject to the following restrictions:

1. The Reserved Area shall always remain in its natural state except for improvements and/or changes as expressly provided for herein and otherwise provided, or except as may be necessary for access or to preserve the land in its natural state if it is threatened by erosion or other natural danger, consequence or phenomenon.
2. Each lot owner shall have a right to use the Reserved Area for any necessary or required utility lines and connections. The Reserved Area may be used for constructing septic systems or leaching fields.
3. The Reserved Area may contain view corridors, and cutting and removal of trees may be permitted for the purpose of maintaining and enjoying said view corridor. The removal of trees within said view corridor shall not exceed .75 of an acre.
4. The Reserved Area may be used for driveways necessary for purposes of access to certain lots as shown on said Plan.
5. Nothing herein shall be construed to preclude the reasonable removal of dead trees and other selective cutting as may be necessary and proper within the Reserved Area.

Section 6. Composite Building Site. Any Owner of one or more adjoining Lots may consolidate such Lots into one single-family residence building site with the privilege of placing or constructing improvements on such composite building site, in which case setback lines shall be measured from the resulting combined Lot lines rather than from the singular Lot lines.

Section 7. Easements. As shown on the recorded plat, easements for installation and maintenance of utilities are reserved (or will be reserved) by Declarant, and no structure of any kind shall be erected upon any of said easements.

The Owner shall maintain all the easements located on their Lot if any. Maintaining includes but is not limited to cutting of the drainage ditches, keeping the easement area clean and free of debris and trash. Neither Declarant nor any utility company using the easement shall be liable for any damage done by either of them or their assigns, their agents, employees or servants

to shrubbery, trees, flowers or improvements of the owner located on the land within or affected by said easements.

As shown on the recorded plat, the easements for the Main Roads are wider than the actual paved surface of the Main Roads. The Main Roads shall be constructed according to plans and specifications approved by Fayette County, Texas, for maintenance by Fayette County, Texas. However, each Lot Owner shall be solely responsible for the maintenance of any driveways from a Main Roads to the Lot from that point where such driveways tie into the Main Roads.

Additionally, each Lot owner is responsible and shall cut the grass and maintain the surface of any easement, ditch areas or unimproved right of way from the main road that borders their property.

Lot 24A owner, if requested, must grant the Association an easement for the community use of the restored cabin and fireplace.

Section 8. Prohibition of Trade and Offensive Activities. No retail, industrial, multifamily construction, office building, or mixed-use commercial construction, shall be allowed on any Lot except Lot 25. Noxious or offensive activities of any sort including loud noises, or anything done on any Lot that may be or become an annoyance or a nuisance to the neighborhood shall not be permitted. Short or long term rentals of residences is permitted with the written permission of the Association, which shall not be unreasonably withheld. However, as part of the original purchase by the Developer, there existed an approximately 1,500 square foot metal building on Lot 23/296 Vineyard View Trail that was built for commercial use. The owner of this parcel may use this building for commercial storage and commercial usage so long as it does not violate the noxious or offensive activity clause of this paragraph. Further, no signs are permitted on the building or property, and no more than two workers may be present in the building at any one time.

Section 9. Use of Temporary Structures. No structures of a temporary character including but not limited to mobile home, trailer, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a residence. However, a camper may be allowed on the property for up to 18 months while a residence is being designed and built. Buildings used for accessory or storage purposes shall be limited to not more than two and one-half (2-1/2) stories in height and shall be subject to approval of the ACC. Temporary structures may be used as building offices and for related purposes during the construction period. Such structures shall be inconspicuous and sightly and shall be removed immediately after completion of construction.

Section 10. Storage of Automobiles, Boats, Trailers and other Vehicles. No boat trailers, boats, travel trailers, automobiles, trucks, tractor-trailers, campers or vehicles of any kind shall be semi-permanently or permanently stored in the public street right-of-way or on driveways. Storage of such items and vehicles must be screened from public view, either within the garage or behind a fence which encloses the rear of the Lot. No inoperable boat trailers, boats, travel trailers, automobiles, trucks, tractor -trailers, campers or vehicles of any kind shall be semi permanently or permanently stored on any Lot.

Section 11. Mineral Operations. No oil, gas or other mineral drilling, development operations, refining, quarry, or mining operations of any kind shall be conducted or permitted upon or in any Lot. No wells (excluding water wells and septic tanks), tanks, tunnels, mineral excavation, or shafts shall be conducted or permitted upon or in any Lot. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

Section 12. Firearms No pistol, rifle, shotgun or any other firearm or explosives or any other device capable of killing or injuring or causing property damage shall be discharged on any part of the Property, except as follows:

- a. for the protection of Owners of the Lots and their property or animals from predators or nuisance varmints.
- b. Upon written permission of the Association.

Section 13. Commercial use. Commercial activity, whether for profit or not, open to the public or business invitees is prohibited. Similarly, commercial use that involves, directly or indirectly, the storage, warehousing and/or distribution of goods or services is prohibited. See Section 8 above. Short or long term rental of residences is permitted with the written permission of the Association, which will not be unreasonably withheld.

Section 14. Walls, Fences, Monument, and Hedges. As part of the common scheme and plan Developer may install a fence on along the road frontage of the subdivision (the "Front Fence"), two monuments for the subdivision, and fences around the remaining perimeter of the subdivision. The Association will maintain these fences and the monuments. Developer may install an address sign on each lot constructed from reclaimed materials from the collapsed building from the mid-1800s that was on the property, these cannot be removed or altered.

Any other privacy walls, fences, or hedges that are erected on any Lot and facing the street may only be a wooden three rail fence similar in style, color, and appearance as the Front Fence and must be approved by the ACC prior to commencing construction. Other fencing must be prior approved by the ACC. The ACC may, but is not obligated to, grant limited variances to this requirement for fencing that is not along the Main Road. Any privacy walls, fences, or hedges erected on a Lot by Declarant, or its assigns, shall pass ownership with title to the Lot, and it shall be Owners of the Lots responsibility to maintain said walls, fences, or hedges thereafter. Hurricane-type or chain-link fences are strictly prohibited and forbidden, and no variance for same

will be granted.

A pedestal-type group mailbox to serve the lots will be constructed in accordance with U. S. Postal Service requirements..

Section 15. Lot Maintenance. The Owner or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary healthful, attractive manner and shall in no event use any Lot for storage of vehicles, material, and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The accumulation of garbage, trash or rubbish of any kind or the burning thereof (except as such burning is permitted by law) of any such materials is prohibited. Each Lot owner shall arrange for at least weekly garbage, rubbish and trash pickup from the Lot (or on an as needed basis) as long as such service is not provided and required by a municipality. The Association may, at its option, allow each Lot Owner to purchase trash service from one service and charge for such service as part of the assessments described in Article IV hereof. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days' written notice thereof, Declarant, or its assigns, may without liability to Owner or occupant, but without being under any duty to so do, in trespass or otherwise, enter upon said Lot, cut, or cause to be cut, such weeds and grass and remove or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions and to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt thereof. Any unpaid amount shall bear interest at the lesser of the highest rate allowed by law or eighteen percent (18%) per annum.

Section 16. Trash containers, dumpsters or any object holding or storing trash. Trash containers, dumpsters or any object holding or storing trash must be out of sight of all public or private roads surrounding or going through the subdivision. Storing placing and trash containers, dumpsters or any object holding or storing trash at or near driveway near the road, or the road frontage of property is strictly prohibited. Moveable Trash containers may be put at the entrance of a Lot near the road, the night before or the morning of a scheduled trash pickup day by a hired garbage company and hauler. The moveable containers shall be removed from the road area the same day of the trash pickup day.

Section 17. Signs, Advertisements and Billboards. Except for entrance, street, directional, traffic control, and safety signs, and such promotional signs as may be maintained by Declarant and builders, or agents or contractors thereof, or the Association, no signs or advertising devices of any character shall be erected, posted, or displayed upon, in or about the property.

No sign, advertisement, billboard or advertising structure of any kind shall be placed, maintained or displayed to the public view of any Lot except one standard realtor or for sale by owner sign for each building site, of not more than two feet by two feet, advertising the property for sale, provided that Declarant, or its assigns, may maintain, as long as it owns property in the Subdivision, in or upon such portions of the Property as Declarant may determine, such facilities as in its sole discretion may be necessary or convenient, including, but without limitation to offices, storage areas, model units and signs. Declarant, or its assigns, shall have the right to remove any such sign, advertisement, billboard or structure which is placed on said Lots in violation hereof, and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.

Section 18. Roofing Materials. The roof of all buildings (including any garage or servants' quarters) shall be constructed or covered with composition shingles, tiles, metal or slate acceptable to and approved by the ACC. Any other type of roofing material shall be permitted only at the sole discretion of the ACC upon written request

Section 19. Maximum Height of Antennae. No electronic antenna or device of any type other than an antenna for receiving normal television signals shall be erected, constructed, placed or permitted to remain on any Lot, residences, or buildings except as approved by the ACC. Television antennae may be attached to the residence provided, however, such antenna must be located to the rear of the roof ridge line, gable or center line of the principal dwelling. Freestanding antennae must be attached to and located behind the rear wall or on a sidewall of the main residential structure. No antennae, either freestanding or attached, shall be permitted to extend more than thirty feet (30') from ground level and must have ACC approval as to the placement of the antennae on the Lot. No portion of any Lot shall be sold, leased, conveyed, or in any manner transferred for use as a wireless or cellular communication facility. Placement of microwave towers, cellular communication towers, and ham operator communication towers are strictly prohibited.

Section 20. Re-subdivision. Declarant may subdivide any of the Lots at its discretion. A Lot Owner may not subdivide a Lot.

Section 22. Septic Systems. Prior to occupancy of a home, or any livable building each Lot Owner shall construct, install and maintain a septic tank and soil absorption system in accordance with the specifications for same as established by the laws of the State of Texas and the rules and regulations of Fayette County, Texas. If such septic system complies with such, but still emits foul or noxious odors or unsafe liquid onto streets, ditches or adjoining Lots, such system shall be modified so as to eliminate such foul or noxious odors or unsafe liquid.

Section 23. Water System. Water wells shall be drilled and maintained in accordance with the laws of the State of Texas and the rules and regulations of Fayette County, Texas.

Section 24. Animals. There shall be no swine raised or kept on the Property. All other livestock, including horses, are permitted, except for on lots 18, 19, 20, 21, 22, so long as the same are kept with sound animal husbandry practices and are limited to 2 total; provided, however, no commercial poultry farm or feedlot operations shall be permitted. Owners are encouraged to utilize their Parcel in a manner that qualifies for applicable ad valorem tax exemptions, including agricultural use, wildlife or honey bees. Dogs, cats or other common household pets (collectively, "Pets") are excluded from the term "livestock" and "animal unit", provided they are kept, bred and or maintained for non-commercial purposes. Pets shall not be permitted to roam freely. At all times, owners of dogs and cats must be able to exhibit current rabies vaccination from a licensed veterinarian.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, for repayment of funds borrowed and used in payment of capital improvements, (3) other assessments lots maintain assessments of article III section 15 for mowing Lots, removing trash, or other purposes. Such assessments shall be established and collected as hereinafter provided. The annual, and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment fell due. Appropriate recitations in the deed conveying each Lot will evidence the retention of a vendor's lien by Declarant for the purpose of securing payment of said charge assigned to the Association without recourse on Declarant in any manner for the payment of said charge and indebtedness. Declarant/developer and general partner shall be exempt from all assessments. Notwithstanding anything herein to the contrary, no assessments shall be payable by Declarant for each Lot owned by Declarant. Any loan or advance by Declarant to the Association for payment of any liability, cost or expense incurred by the Association shall be repaid by the Association to

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners of the Lots within the Property and for the improvements and maintenance of the Common Area, if any.

Section 3. First Assessment Payment and Maximum Annual Assessment. Assessments will initiate upon the conveyance of the first Lot to an Owner. The maximum annual assessment (not including assessments for water and trash, service and other special assessments) shall be the sum of \$500.00 of each Lot From and after January 1, of the second year immediately following the conveyance of the first Lot in the Subdivision, to an Owner, the maximum annual assessment may be increased ten percent (10%) of the maximum assessment for the previous year by an affirmative vote of fifty percent (50%) of the votes of the Owners of the Lots, each Owner or Owners of the Lots being entitled to one vote per each Lot owned, who are voting in person or by proxy, at a meeting duly called for such purpose. The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of the Owners of the Lots who are voting in person or by proxy at a meeting duly called for this purpose. Developer will pay special assessments on the lots owned by developer at the time of the special assessments is authorized.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 of Article III shall be mailed (by U.S. first class mail) to all Owners of the Lots not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Owners of the Lots or of proxies entitled to cast sixty percent (60%) of all the votes of the Owners of the Lots shall constitute a quorum. If the required quorum is not present at any such meeting, the meeting shall be adjourned but another meeting may be called subject to the same notice requirement, but the required quorum at such subsequent meeting shall be fifty-one (51%) of the votes of the Owners of the lots shall constitute a quorum. No such subsequent meeting shall be held more than sixty (60) days following the proceeding meeting.

Section 6. Rate of Assessment. All Lots in the Subdivision shall commence to bear their applicable maintenance fund assessment simultaneously and Lots in the Subdivision that are owned by Declarant are exempt from assessment. Lots that are occupied by residents shall be subject to the annual assessment determined by the Board of Directors in accordance with the provisions hereof. Lots in the Subdivision that are not occupied by a resident and which are owned by, a builder, or a building company, shall be assessed at the rate of one-half (1/2) of the annual assessment above. The rate of assessment for an individual Lot, within a calendar year, can change as the character of ownership and the status of the occupancy by a resident change, and the applicable assessment for such Lot shall be prorated according to the rate required during each type of ownership. The rate of assessment for water and trash service shall be set by the Declarant or the Board of Directors of the Association, whichever is in charge of such at the time.

Section 7. Date of Commencement of Assessments: Due Dates. The annual and monthly assessments provided for herein shall commence as to all Lots in the Subdivision, two (2) years when the first Lot therein is deeded to an owner, a builder or building company by Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the then current calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be mailed (by U. S. first class mail) to every Owner subject thereto. The Board of Directors shall establish the payment dates. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the

Association setting forth whether the assessments on a specified Lot have been paid and the amount of any delinquencies. The Association shall not be required to obtain a request for such certificate signed by the Owner but may deliver such certificate to any party who in the Association's judgment has a legitimate reason for requesting same.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date until paid at the lesser of the highest rate allowed by law or eighteen percent (18%) per annum. The Association may bring action at law against the Owner personally obligated to pay the assessment or foreclose the lien against the Lot involved. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area, if any, or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of all the assessments provided for herein shall be subordinate to the lien of any first mortgage, subordinate mortgage for home or other improvements, or home equity mortgage, existing at any time upon the particular Lot involved. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure (whether by exercise of power of sale or otherwise) or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but such lien shall exist as, and constitute, a separate and distinct charge and lien on each Lot.

ARTICLE V GENERAL PROVISIONS

Section 1. Enforcement. All restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration shall run with the land. The Declarant, the Association, or any Owner shall have the right to 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 this Declaration. Failure by the Declarant, the Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Owner's Easement of Enjoyment Every Owner shall have a right and easement of enjoyment in and to the Common Area, if any, which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

- 2.01 The right of the Association to charge reasonable admission and other fees for the use of the Common Area, if any.
- 2.02 The right of the Association to suspend the voting rights and right to use of the Common Area, if any, by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days from each infraction of its published rules and regulations.
- 2.03 The right of the Association to dedicate or transfer all or any part of the Common Area, if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Owners of the Lots. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3rds) of the Owners of the Lots agreeing to such dedication or transfer has been recorded in the Deed Records of Washington County, Texas.

Section 3. Delegation of Use. In accordance with the Bylaws of the Association, any Owner may delegate his right of enjoyment to the Common Area and facilities, if any, to the members of his family, his tenants or contract purchasers who reside on the property.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of fifty (50) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty (20) years. This Declaration may be amended during the first fifty (50) year period by an instrument signed by those Owners of the Lots owning not less than ninety percent (90%) of the Lots, and thereafter by an instrument signed by those Owners of the Lots owning not less than seventy-five percent (75%) of the Lots. Declarant may amend this Declaration without approval or consent of Owners of the Lots by an instrument signed by it any time during a period ending on the later of two (2) years from the date of recordation of this instrument or when the Declarant has sold ninety percent (90%) of the Lots. No person shall be charged with notice of or inquiry with respect to any amendment until and unless it has been filed for record in the Deed Records of Washington County, Texas.

Section 5. Annexation. Declarant may annex additional residential property and/or Common Area to the Property without approval or consent of Owners of the Lots.

Section 6. Gender and Number. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Section 7. Headings. The paragraph entitlements hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such paragraphs.

Section 8. Execution by the Association. The Association, by joining in the execution hereof agrees to be bound by all the terms and provisions of this Declaration.

Section 9. Retention of Rights by Declarant. Declarant retains the right to enforce deed restrictions by Declarant or Declarant's agent being an additional member to the board of directors for a period of ten (10) years after all Lots are sold. Declarant will advise board of directors of the Association of any failure to comply with the deed restrictions and bylaws. Declarant may enforce deed restrictions and bylaws of the Declaration of Covenants, Conditions, and Restrictions. Declarant or Declarant's Agent must remain actively engaged in board function, defined as attending ninety percent (90%) of all meetings in person.

Signed this _____ day of _____, 2025

DECLARANT:

Vineyard Vista, LLC
By: Modern Country Management, Manager

Modern Country Management, LLC
By: James Kastleman, Manager

ASSOCIATION:

Treetops Landowners' Association, Inc.
By: James Kastleman, President

AGREED, APPROVED, AND RATIFIED BY LIENHOLDER FAYETTE SAVINGS
BANK, N.A.

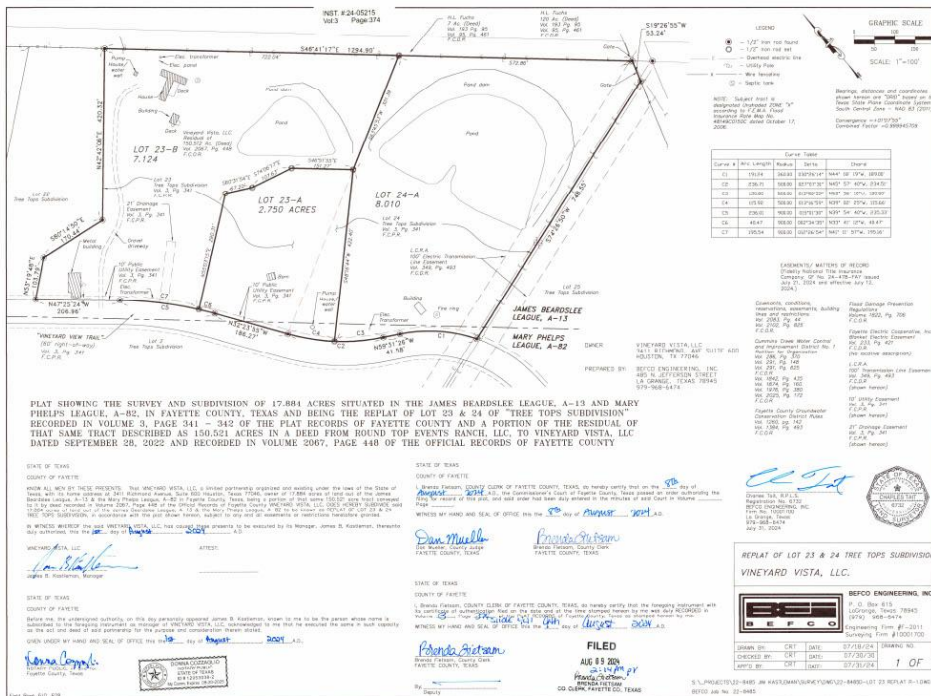
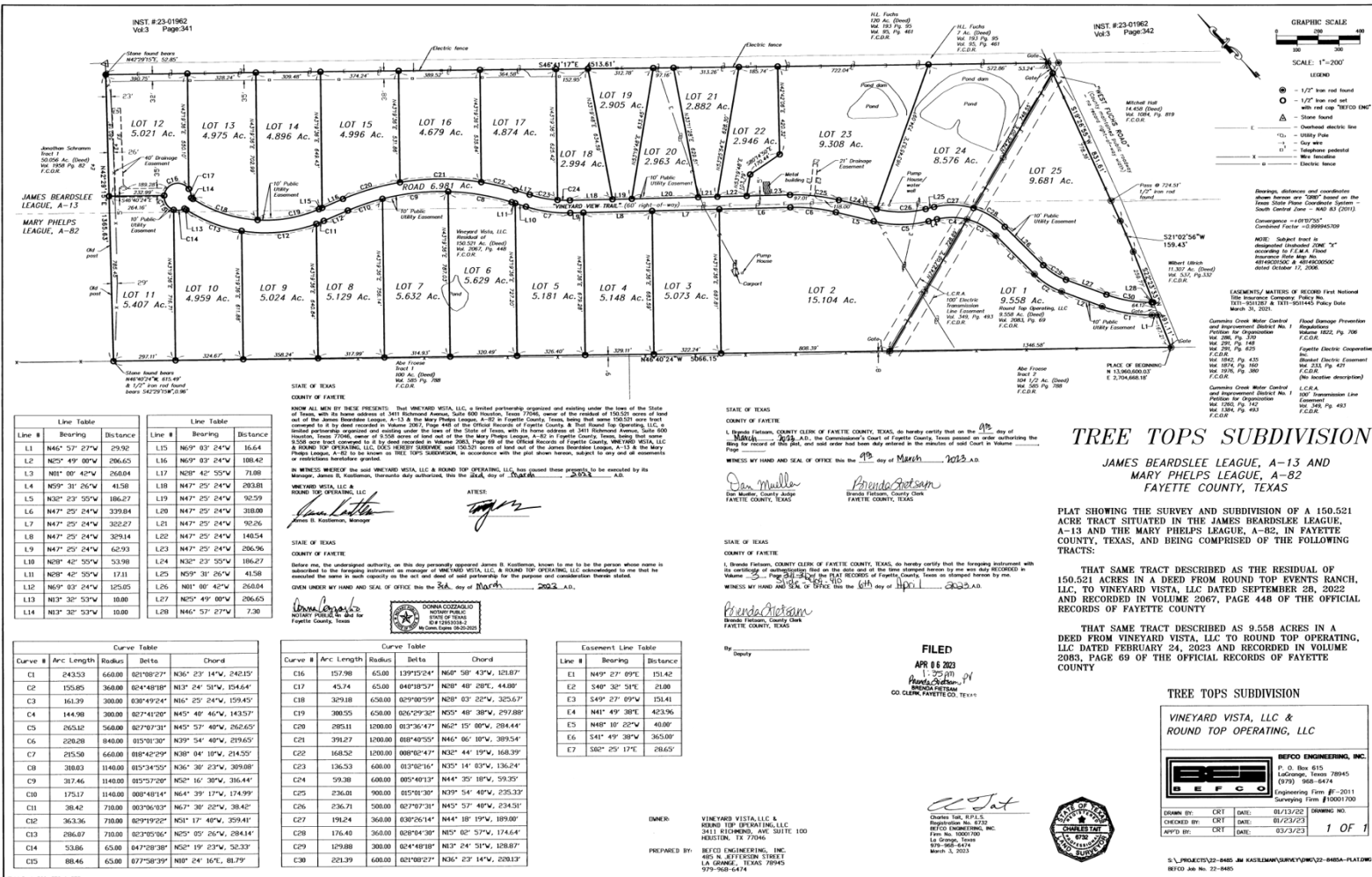
Signature

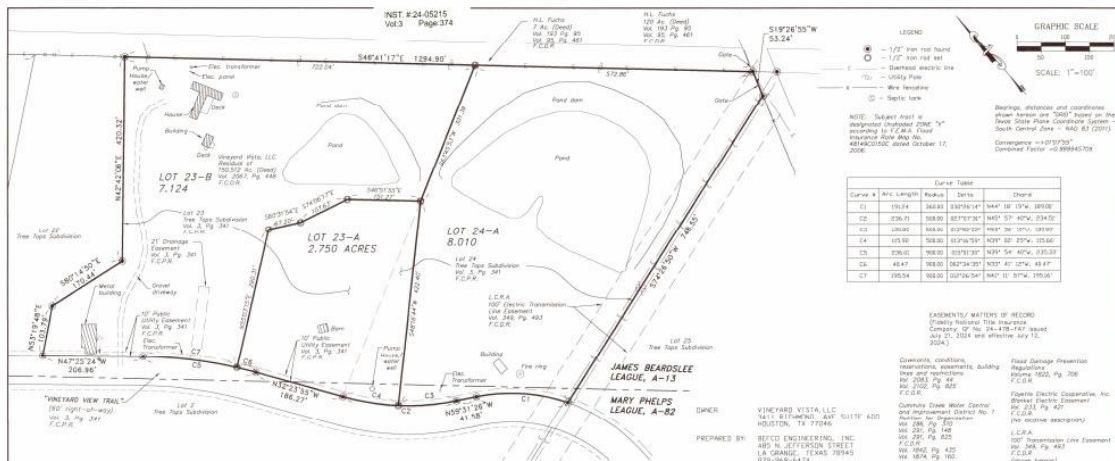
Print Name and Title

THE STATE OF TEXAS	§
	§
COUNTY OF FAYETTE	§

This instrument was signed and acknowledged before me on _____ 2024,
by James Kastelman, President of Tree Tops, Inc., a Texas non-profit corporation, on behalf of said
corporation and in the capacity therein stated.

EXHIBIT A





PLAT SHOWING THE SURVEY AND SUBDIVISION OF 17.884 ACRES SITUATED IN THE JAMES BEARDSLEE LEAGUE, A-13 AND MARY PHELPS LEAGUE, A-82, IN FAYETTE COUNTY, TEXAS AND BEING THE REPLAT OF LOT 23 & 24 OF "TREE TOPS SUBDIVISION" RECORDED IN VOLUME 3, PAGE 341 - 342 OF THE PLAT RECORDS OF FAYETTE COUNTY AND A PORTION OF THE RESIDUAL OF THAT SAME TRACT DESCRIBED AS 150.521 ACRES IN A DEED FROM ROUND TOP EVENTS RANCH, LLC, TO VINEYARD VISTA, LLC DATED SEPTEMBER 28, 2022 AND RECORDED IN VOLUME 2067, PAGE 448 OF THE OFFICIAL RECORDS OF FAYETTE COUNTY

STATE OF TEXAS
COUNTY OF FAYETTE

KNOW ALL MEN BY THESE PRESENTS: That VINEYARD VISTA, LLC, a limited partnership organized and existing under the laws of the State of Texas, with its home address at 3411 Richmond Avenue, Suite 600 Houston, Texas 77046, owner of 17.884 acres of land out of the James Beardslee League, A-13 and the Mary Phelps League, A-82 in Fayette County, Texas, being a portion of that same 150.521 acre tract conveyed to it by deed recorded in Volume 2067, Page 448 of the Official Records of Fayette County and VINEYARD VISTA, LLC, 2022 REDEVELOPMENT SUBDIVISION, being a portion of that same 150.521 acre tract conveyed to it by deed recorded in Volume 2067, Page 448 of the Official Records of Fayette County and VINEYARD VISTA, LLC, 2022 REDEVELOPMENT SUBDIVISION, and three "TREE TOPS SUBDIVISION", in accordance with the plat shown hereon, subject to any and all easements or restrictions heretofore granted.

IN WITNESS WHEREOF the said VINEYARD VISTA, LLC, has caused these presents to be executed by its Manager, James B. Kesterson, thereto duly authorized, this 10th day of October, 2024.

VINEYARD VISTA, LLC
James B. Kesterson, Manager

STATE OF TEXAS
COUNTY OF FAYETTE

I, Brenda Feltz, County Clerk of Fayette County, Texas, do hereby certify that on the 10th day of October, 2024, at 4:46 pm, the Commission's Clerk of Fayette County, Texas, has passed an order authorizing the filing for record of this plat, and said order has been duly entered in the minutes of said Court in Volume 2067, Page 448.

WITNESS MY HAND AND SEAL OF OFFICE this 10th day of October, 2024.

Brenda Feltz
Brenda Feltz, County Clerk
FAYETTE COUNTY, TEXAS

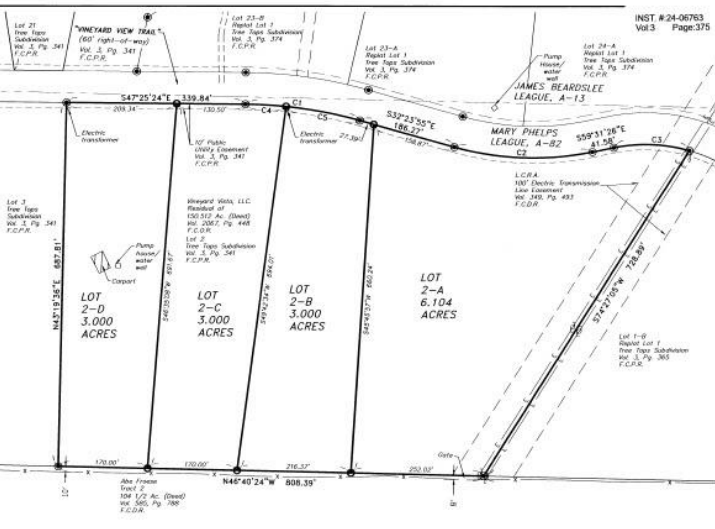
BEFCO ENGINEERING, INC.
P. O. Box 615
LaGrange, Texas 78945
(979) 965-6474
Engineering Firm #1-2011
Surveying Firm #10001700

REPLAT OF LOT 23 & 24 TREE TOPS SUBDIVISION
VINEYARD VISTA, LLC.

BEFCO ENGINEERING, INC.
P. O. Box 615
LaGrange, Texas 78945
(979) 965-6474
Engineering Firm #1-2011
Surveying Firm #10001700

DRAWN BY: CRT DATE: 07/18/24 DRAWING NO: 1 OF 1
CHECKED BY: CRT DATE: 07/18/24
APPROVED BY: CRT DATE: 07/18/24

S:\PROJECTS\22-0485 JAMES BEARDSLEE\22-0485-102-23 REPLAT 8-1-24C
BEFCO Job No. 22-0485



Plat showing the survey and subdivision of 15.104 acres situated in the Mary Phelps League, A-82, in Fayette County, Texas and being the REPLAT OF LOT 2 OF "TREE TOPS SUBDIVISION" RECORDED IN VOLUME 3, PAGE 341 - 342 OF THE PLAT RECORDS OF FAYETTE COUNTY AND A PORTION OF THE RESIDUAL OF THAT SAME TRACT DESCRIBED AS 150.521 ACRES IN A DEED FROM ROUND TOP EVENTS RANCH, LLC, TO VINEYARD VISTA, LLC DATED SEPTEMBER 28, 2022 AND RECORDED IN VOLUME 2067, PAGE 448 OF THE OFFICIAL RECORDS OF FAYETTE COUNTY

STATE OF TEXAS
COUNTY OF FAYETTE

KNOW ALL MEN BY THESE PRESENTS: That VINEYARD VISTA, LLC, a limited partnership organized and existing under the laws of the State of Texas, with its home address at 3411 Richmond Avenue, Suite 600 Houston, Texas 77046, owner of 15.104 acres of land out of the Mary Phelps League, A-82 in Fayette County, Texas, being a portion of that same 150.521 acre tract conveyed to it by deed recorded in Volume 2067, Page 448 of the Official Records of Fayette County and VINEYARD VISTA, LLC, 2022 REDEVELOPMENT SUBDIVISION, being a portion of that same 150.521 acre tract conveyed to it by deed recorded in Volume 2067, Page 448 of the Official Records of Fayette County and VINEYARD VISTA, LLC, 2022 REDEVELOPMENT SUBDIVISION, and three "TREE TOPS SUBDIVISION", in accordance with the plat shown hereon, subject to any and all easements or restrictions heretofore granted.

IN WITNESS WHEREOF the said VINEYARD VISTA, LLC, has caused these presents to be executed by its Manager, James B. Kesterson, thereto duly authorized, this 10th day of October, 2024.

VINEYARD VISTA, LLC
James B. Kesterson, Manager

STATE OF TEXAS
COUNTY OF FAYETTE

I, Brenda Feltz, County Clerk of Fayette County, Texas, do hereby certify that on the 10th day of October, 2024, at 4:46 pm, the Commission's Clerk of Fayette County, Texas, has passed an order authorizing the filing for record of this plat, and said order has been duly entered in the minutes of said Court in Volume 2067, Page 448.

WITNESS MY HAND AND SEAL OF OFFICE this 10th day of October, 2024.

Brenda Feltz
Brenda Feltz, County Clerk
FAYETTE COUNTY, TEXAS

BEFCO ENGINEERING, INC.
P. O. Box 615
LaGrange, Texas 78945
(979) 965-6474
Engineering Firm #1-2011
Surveying Firm #10001700

REPLAT OF LOT 2 TREE TOPS SUBDIVISION
VINEYARD VISTA, LLC.

BEFCO ENGINEERING, INC.
P. O. Box 615
LaGrange, Texas 78945
(979) 965-6474
Engineering Firm #1-2011
Surveying Firm #10001700

DRAWN BY: CRT DATE: 09/18/24 DRAWING NO: 1 OF 1
CHECKED BY: CRT DATE: 09/18/24
APPROVED BY: CRT DATE: 09/18/24

S:\PROJECTS\22-0485 JAMES BEARDSLEE\22-0485-102-23 REPLAT 8-1-24C
BEFCO Job No. 22-0485

EXHIBIT B

