

**FIRST AMENDED DECLARATION OF RESTRICTIVE COVENANTS
OF THE ALLIE FARMS SUBDIVISION**

Effective Date: April _____, 2026

Declarant: PLUS HOMES, LLC, a Texas Limited Liability Company

Declarant's Address:

PLUS HOMES, LLC
2778 CR 2285
Cleveland, Texas 77327

Association: ALLIE FARMS Community Association, Inc., a Texas nonprofit corporation

Association's Address: 2778 CR 2285, Cleveland, Texas 77327

Property: A subdivision of 31.07 acres, divided into 19 lots, situated in the West Liberty Town League, Abstract Number 357, Liberty County, Texas, being out of and a part of the West ½ of Lots 8 and 9 of the T. & N. O. Railroad Company Farm Lot Subdivision No. 74, and being that same tract of land conveyed to Plus Homes, LLC, by John G. Unkel and Margaret W. Unkel, Trustees, in deed dated February 15, 2022, recorded in Clerk's File No. 2022007555, Liberty County, Texas. The property is further described in the Plat filed for record on November 2, 2022 under Clerk's File No. 2022053069 of the official public records of Liberty County, Texas.

Following is an amendment to the Declaration of Restrictive Covenants of the Allie Farms Subdivision recorded under Clerk's File No. 2022059374 in the official public records of Liberty County, Texas.

RESOLVED, that Section L. Repurchase Right for Failure to Commence Construction is hereby added as set forth below:

L. Repurchase Right for Failure to Commence Construction

1. *Obligation to Commence Construction.* Each Owner covenants to commence vertical construction of a Residence on the Lot (meaning issuance of a building permit, if required, and the placement of permanent foundation forms on the Lot) within thirty-six (36) months following the closing date of the first conveyance of such Lot by Declarant to an Owner (the Commencement Deadline) with diligent construction continuing until the residence is complete, such period of construction not to exceed twelve (12) months from the commencement of construction.

2. *Repurchase Option.* If an Owner fails to satisfy the Commencement Deadline,

Declarant shall have the irrevocable option, exercisable in Declarant's sole discretion, to repurchase the Lot from the then-current Owner (the Repurchase Option). Declarant may exercise the Repurchase Option by delivering written notice to the Owner at any time within one hundred eighty (180) days after the Commencement Deadline (the Option Period).

3. *Repurchase Price. Adjustments.* The repurchase price shall be the lesser of: (a) the gross purchase price paid by the Owner to Declarant for the Lot at initial closing, as shown on the Owner's deed or closing statement, minus any unpaid Assessments, fines, costs of enforcement under this Declaration, and documented damages to the Lot or Common Area caused by the Owner; or (b) the then-current fair market value of the Lot determined by an MAI-certified appraiser selected by Declarant, with the cost of such appraisal borne by the Owner. The Repurchase Price shall be reduced by the amount of any monetary consideration previously paid by Declarant to cure the Owner's defaults relating to the Lot.

4. *Closing of Repurchase.* Closing shall occur at a title company selected by Declarant within sixty (60) days after Declarant's exercise of the Repurchase Option. At closing: (a) Owner shall convey fee simple title to Declarant by special warranty deed free and clear of all liens, encumbrances, and claims except current taxes not yet due and payable and the Covenants; (b) Declarant shall pay the Repurchase Price in immediately available funds, subject to adjustments and prorations customary for Liberty County, Texas; and (c) Owner shall deliver possession of the Lot to Declarant free of occupants and personal property.

5. *Tolling; Force Majeure.* The Commencement Deadline shall be tolled for the duration of any period during which commencement of construction is rendered impracticable due to governmental moratoria, unavailability of required utilities to the Lot not caused by Owner, or a Force Majeure Event (meaning fire, flood, hurricane, tornado, epidemic, war, labor stoppage, or other event beyond Owner's reasonable control) provided Owner gives Declarant written notice describing the condition within thirty (30) days after its occurrence and uses diligent good faith efforts to overcome the same.

6. *Recordable Memorandum.* Each Owner consents to and authorizes Declarant to record in the Real Property Records of Liberty County, Texas, a short-form memorandum evidencing the Repurchase Option (the Memorandum), which shall constitute an encumbrance on the Lot until the earlier of: (a) timely commencement of construction in compliance with this Section; (b) written waiver by Declarant; or (c) expiration of the Option Period without exercise. The Association shall, upon request, execute customary estoppels confirming the status of this Section.

7. *Cumulative Remedies; Specific Performance.* Declarant's rights under this Section are cumulative of, and in addition to, all other rights and remedies available at law or in equity, including injunctive relief and specific performance. Owner acknowledges that money damages would be inadequate to compensate Declarant for failure to convey the Lot after proper exercise of the Repurchase Option.

8. *Transfer Subject to Option.* Any transfer, conveyance, or encumbrance of a Lot prior to satisfaction of the Commencement Deadline is made subject to the Repurchase Option. Owner shall include in any deed or contract conveying the Lot a statement that the Lot remains subject to this Repurchase Option.

9. *Survival; No Waiver.* This Section survives conveyance of title by Declarant and may be enforced by Declarant and any Successor Declarant. Declarant's failure to exercise the Repurchase Option as to any Owner is not a waiver as to any other Owner or future default.

10. *Time is of the Essence.* Time is of the essence with respect to all deadlines, notice and cure periods, payment obligations, option exercise periods (including the Option Period), and performance requirements set forth in this Section L. Any failure by an Owner to strictly comply with an applicable time period shall constitute a material breach, and any extension, waiver, or modification of a time period must be in a written instrument signed by Declarant (and, if applicable, the Association) expressly referencing this Section L. No course of dealing or prior failure to enforce a deadline shall operate as a waiver of strict compliance. All periods measured in days shall be computed in calendar days; if the last day falls on a Saturday, Sunday, or legal holiday in the State of Texas when title companies are generally closed, the period shall extend to the next business day.

PLUS HOMES, LLC,
a Texas Limited Liability Company,

JAMES COULLIETTE, Manager

Before me, the undersigned, on this day personally appeared JAMES COULLIETTE, proved to me through Texas Driver's License to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that JAMES COULLIETTE executed the same as the act of PLUS HOMES, LLC, a Texas limited liability company, as its manager, for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of April 2026.

Notary Public, State of Texas

After recording, please return to:
PLUS HOMES, LLC
2778 CR 2285
Cleveland, TX 77327