

## DECLARATION OF RESTRICTIONS

STATE OF TEXAS                   )  
  )     KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF PALO PINTO       )

This DECLARATION OF RESTRICTIONS (the “*Declaration*”) is executed by **TDH254 VENTURE, LLC**, a Texas limited liability company (“*Declarant*”) effective as of January 15th, 2022.

## RECITALS

Declarant desires to subject certain real property situated in Palo Pinto County, Texas legally described on **Exhibit A** (the “the “*Property*”) to certain restrictions for the benefit of Declarant and the Owners (as defined herein).

NOW, THEREFORE, Declarant hereby declares as follows:

## ARTICLE I.

**SECTION 1.01. Declaration.** Declarant hereby declares that the Property and each part thereof and the improvements now or hereafter constructed thereon, shall be owned, held, transferred, conveyed, sold, leased, hypothecated, encumbered, used, occupied, maintained altered, and improved subject to the restrictions and other provisions set forth in this Declaration, for the duration hereof. As used herein “**Owner**” shall mean each of, and “**Owners**” shall mean collectively all of each record owner to fee title of any portion of the Property as established by the Official Real Property Records of Palo Pinto County, Texas, but only so long as it holds fee title to any portion of the Property. As used herein, the term “**Occupants**” shall mean and tenants, licensees, concessionaries or other users of a Lot (including the invitees, permittees and agents of such tenants, licensees, concessionaries or other users of a Lot). For clarity, Declarant shall be an Owner, but only so long as it holds fee title to any portion of the Property. As used herein, the term “**Lot**” shall mean, as to any Owner, that portion of the Property to which such Owner holds fee title. Any Owner shall be considered an Owner only as to its Lot. If any portion of the Property is owned jointly by two or more Owners, then such Owners shall designate the one Owner that shall act as the “Owner” for that Lot under this Declaration and such designation shall be delivered in writing to all other Owners.

**SECTION 1.02. Covenants Appurtenant.** The restrictions and other provisions set forth in this Declaration shall run with, and shall inure to the benefit of and shall be binding upon, all of the Property, and shall be binding upon and inure to the benefit of all Owners.

**SECTION 1.03. Owner's Compliance.** Each Owner shall comply, and shall cause all of its Occupants to comply, with the provisions of this Declaration as to its Lot. Failure by an Owner or the Occupants of its Lot (in this context a "***Defaulting Owner***") to comply with the terms of this Declaration which is not cured within the Cure Period (a "***Default***") shall be grounds for an enforcement action by any other Owner or Declarant (in this context an "***Enforcing Owner***"), including but not limited to bringing legal proceedings or lawsuits against such Defaulting Owner (i) to recover actual damages suffered by the Enforcing Owner on account of such Default; (ii) for injunctive relief to remedy such Default; (iii) for costs and attorneys' fees incurred in enforcing this Declaration; or (iv) any other right, remedy or enforcement power provided in this Declaration or otherwise available at law or in equity. An Enforcing Owner's remedies in the event of a Default shall be cumulative and non-exclusive. As used herein, the term "***Cure Period***" shall mean the 30 days immediately following a written notice from an Enforcing Owner to a Defaulting Owner which describes the Default in question and the action required to cure such Default; provided, however if the nature of the alleged Default in question is such that it cannot reasonably be expected to be cured within such 30 day period, the Defaulting Owner shall have an additional period of time (not to exceed an additional 60 days) during which time the Defaulting Owner shall diligently pursue the cure of the alleged Default (and the Cure Period shall be extended for such additional period of time).

**SECTION 1.04. Compliance with Applicable Laws.** Each Owner shall comply and shall use commercially reasonable efforts to cause all of its Occupants to comply, with all applicable laws as to its Lot.

**SECTION 1.05. Illegal Activities and Nuisances.** No Owner shall conduct, or permit its Occupants to conduct, any acts or omissions on its Lot, which: (i) creates a public or private annoyance or nuisance that interferes with the use of the Lot of another Owner; (ii) impairs the structural integrity of any building or other improvement on another Owner's Lot, or (iii) endanger lives or health of any Owner or its Occupants.

**SECTION 1.06. Discharge of Hazardous Substances.** No use shall be permitted on the Property, or in or on any improvements, that results in a discharge or release on the Property or into the atmosphere or any public or private sewer, creek, canal, flood control channel, ground water, or other body of water, of any Hazardous Substances in violation of Environmental Laws. For purposes of this section, (a) "***Hazardous Substances***" shall mean any materials, substances or wastes identified or regulated in any way under Environmental Laws or which are hazardous to human health or the environment, including, without limitation (i) those materials identified or defined as toxic or hazardous materials or substances under Environmental Laws; (ii) any materials, substances or wastes that are toxic, ignitable, corrosive or reactive and that are regulated by any governmental authorities, any agency of the State of Texas or any agency of the United States government; (iii) asbestos; (iv) petroleum and petroleum based products; (v) natural gas; (vi) urea formaldehyde foam insulation; (vii) polychlorinated biphenyls (PCBs); and (viii) Freon and other chlorofluorocarbons, and (b) "***Environmental Laws***" means any and all local, state, or federal laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, plans, risk management plans, recorded property covenants and/or restrictions, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future, in each case to the extent pertaining to environmental, or natural resource or wildlife preservation or protection, contamination, cleanup or disclosure, including, without

limitation, the Comprehensive without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.), the Resource, Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), Superfund Amendments and Reauthorization Act of 1986 (Pub L. 99-499 100 Stat. 1613), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Emergency Planning and Community Right to Know Act of 1986 (42 U.S.C. § 1101 et seq.) and all amendments of the foregoing, or any similar state or other environmental cleanup or disclosure statutes that are or become applicable to the Property.

**SECTION 1.07. Prohibited Uses.** Unless the prior written consent of Declarant (or, the approval of sixty-seven percent (67%) of all other Owners is obtained), no Owner shall use (or permit any of its Occupants to use) any portion of the Property any of the following prohibited uses (the “*Prohibited Uses*”):

- (a) Any commercial activity other than ordinary farm and ranch operations.
- (b) Dog kennels, hog or swine farming, chicken or turkey farms, or feed lots other than animals for personal use. Laying chickens are allowed; provided, however, there shall be no roosters. Each Owner shall be permitted to have 2 large animals per owned acre.
- (c) Excavation for sand, gravel or rocks other than for personal use on such Owner’s Lot to landscape, build and construct homes and outbuildings, pond construction or other structures reasonably related to the same.
- (d) Wrecking yards or storage of inoperable equipment, any inoperable vehicles or equipment must be stored inside a building.
- (e) Manufactured homes nor mobile homes allowed. Occupied RVs shall only be permitted during the construction process of the main dwelling.
- (f) Subdivision of any Lot shall not be permitted.
- (g) Barns, stables, storage buildings and other outbuildings and fences must be constructed ON THE LOT and of new materials, with the exception of the use of oil field pipe. The foregoing shall be constructed in a skilled workmanlike manner. Perimeter Fences must be: (i) of “See Thru” material, such as net wire, barbed/barbless wire or a combination thereof, and (ii) set at the edge of any applicable right of way easement area.
- (h) Accumulation of debris, refuse, trash, Hazardous Substances or junk may be placed on or stored on any Lot.
- (i) Residences shall be SINGLE FAMILY DWELLINGS and not be less than 1500 Square Feet LIVING AREA (which excludes garages, carports, porches, and breezeways. Residences must consist of a Minimum of 30% Masonry (such as Brick, Stone, Stucco). Barndominiums are allowed, so long as they have a 30% masonry veneer. Up to one (1) secondary dwelling (such as guest home, mother in law home) constructed on site is permissible.

**SECTION 1.08. Construction Activities.** Subject to the other terms and provisions of this Declaration, each Owner shall have the right to perform such Construction Activities on its Lot as such Owner may determine in its sole discretion. As used herein, the term “***Construction Activities***” means the demolition, construction, improvement, repair or replacement of any structure, building, installation or other improvements on an Owner’s Lot, including (without limitation) an Owner’s decision to: (i) demolish any buildings or improvements; (ii) excavate; (iii) erect any buildings or other improvements; (iv) install above ground or below-ground utilities; (v) install roads, sidewalks, pavement, parking areas, amenities, landscaped areas or parks; (vi) store materials or equipment in connection with the foregoing; (vii) install temporary shelter, lighting, fencing or construction offices in connection with the foregoing; and (viii) repair, replace or modify any of the foregoing. As used herein, the term “***Contractors***” shall mean any contractor engaged by Owner (and the subcontractors engaged by such contractor) to perform any Construction Activities. Unless agreed to in writing by another Owner, all Construction Activities shall be confined entirely to the Owner’s Lot. Each Owner is responsible for, and shall cause its Contractors to be responsible for, the costs of cleaning up any debris or waste improperly disposed on another Owner’s Lot. Each Owner and its Contractors shall, to the extent commercially reasonable given standard industry practices, perform all Construction Activities in such a manner as to not materially and adversely affect the use and operation of another Owner’s Lot. Once commenced, all Construction Activities shall be continued with commercially reasonable due diligence and good faith until completion, subject to delays caused by an Unavoidable Delay. All construction on any Lot must be completed within 12 months of such construction starting.

**SECTION 1.09. Maintenance.** Each Owner shall maintain (or cause its Occupants to maintain) its Lot in a neat, safe and clean condition, including all improvements, grounds, and access areas.

**SECTION 1.10. Declarant Rights.** As Lots are conveyed by Declarant, they may be additionally restricted as to use and other development limitations in the deed conveying the Lot or other agreement between Declarant and the acquiring Owner. Declarant intends that such deed restrictions may be enforced by the Association (as defined herein), any Owner or Declarant, until such time, if ever, that Declarant rescinds such authority, provided that, Declarant (both during and after the Development Period) retains the right, as a personal covenant, to amend or modify such deed restrictions upon request of the then Owner of the restricted Lot, upon such terms, conditions and consideration as may be required by Declarant. Declarant may assign its right to amend, modify or enforce such restrictions to any other Person, whether or not an Owner. The provisions contained in this section apply only to restrictions contained in any conveyance by or agreements with the Declarant, and not to a conveyance by any other Owner.

## ARTICLE II.

**SECTION 2.01. Defined Terms.** The following words or phrases, when used in this Declaration, unless the context otherwise requires, shall have the following meanings:

- (a) “***Assessment(s)***” shall mean any or all of a Base Assessment, any other assessment set forth herein or any other monetary obligations owed by any Owner to the Association provided for in this Declaration or any other applicable document.

(b) The “**Association**” shall mean The Ridge Property Owners Association, Inc., a Texas non-profit corporation, its successors and assigns, which shall have jurisdiction over all real property encumbered by this Declaration, as it may be amended.

(c) “**Base Assessment(s)**” shall mean the monetary obligations owed by any Owner to the Association to fund expenses for the Common Areas and the general benefit of the Property.

(d) “**Board**” shall mean the Board of Directors of the Association according to the bylaws of the Association.

(e) “**Member**” shall mean an Owner, provided there shall be only one Member for any Lot owned by tenants in common

**SECTION 2.02. Association Obligations.** The Association shall maintain all real property owned in fee or held in easement by the Association for the common use and enjoyment of the Owners, areas designated by Declarant to be conveyed by deed or easement to the Association, and, as determined from time to time by the Declarant or the Board, adjacent publicly dedicated areas (such areas referred to herein as the “**Common Areas**”). The Association may contract with, or through the Declarant for maintenance so long as Declarant is an Owner. This maintenance includes, without limitation, maintenance, repair, and replacement of all landscaping and improvements situated within the Common Areas. Declarant is specifically authorized to enter any maintenance contracts or agreements on behalf of the Association, and to bind the Association thereto, at any time prior to termination of the Development Period. The Board may specifically assess the costs of such maintenance, repair or replacement to the applicable Owner or Owners as an Assessment.

**SECTION 2.03. Eligibility.** Eligibility to vote or serve as a representative, director or officer in the Association shall be predicated upon a Member being in good standing with the Association. To be in good standing, the Member must have no outstanding financial obligations to the Association that are delinquent. Additionally, no Member shall be allowed to vote or hold office if that Member is noted of record or within the records of the Association to have a deed restriction violation or other default under this Declaration. No director or officer may receive compensation for any services rendered to the Association in his or her capacity as a director or an officer; provided, however, any director or officer may be reimbursed for actual expenses incurred in the performance of his or her duties; and provided further, any director and/or officer may serve the Association in any other capacity as an agent or employee or otherwise and receive compensation therefore.

**SECTION 2.04. Membership.** The sole criteria to become a Member of the Association is to hold ownership of a Lot within the Property. Membership is mandatory, and is appurtenant to and runs with the land. Multiple Owners of a Lot must vote in agreement (under any method they devise among themselves), but in no case shall such multiple Owners cast portions of votes. The duties and obligations set forth in this Declaration are the responsibility of each Member. No waiver of use of rights of enjoyment created by this Declaration shall relieve Members or their successors or assigns of such duties or obligations. Membership shall begin with the execution of this Declaration and pass with title to the land (regardless of any method of conveyance) to any

subsequent grantee, successor, or assignee of Members. Declarant is always a Member, as long as Declarant owns an interest in the Property. Each Member which is not a natural person is required to designate one natural person to act on such Member's behalf in accordance with applicable provisions of the bylaws of the Association and as otherwise determined in the sole opinion of the Board. A designation as aforesaid fully authorizes the designated representative to bind the designating party as to all matters. Any such representative may serve as a director in accordance with the bylaws of the Association.

**SECTION 2.05.**      **Voting Rights.** Each Member shall have one (1) vote for each Lot such Member owns. Declarant shall appoint all members of the Board until (i) the Declarant has sold all of the Property, or (ii) the Declarant releases its rights as evidenced by an instrument recorded in the official Records, whichever occurs first. Thereafter, the Board shall be selected pursuant to the provisions of the certificate of formation and the bylaws of the Association. The period during which Declarant retains the right to appoint all members of the Board is referred to herein as the "***Development Period.***"

### ARTICLE III.

**SECTION 3.01.**      **Assessments.** Each Owner of a Lot, by virtue of such ownership, covenants and agrees to pay to the Association all Assessments that may be assessed against such Owner's Lot. The Assessments together with late charges, attorney's fees, interest and costs shall be a charge and continuing lien upon each Lot against which each such Assessment is made. Such Assessment, together with late charges, attorney's fees, interest and costs, shall also be the personal obligation of the person who was the Owner of the Lot at the time the Assessment became due notwithstanding any subsequent transfer of ownership. Notwithstanding anything to the contrary contained herein, Declarant is exempt from payment of all Assessments.

**SECTION 3.02.**      **Base Assessments.** The Board shall have the right to increase the Base Assessments, from time to time, in accordance with the requirements of the bylaws of the Association. The current Base Assessment as of the date hereof for each Owner is \$100.00 per year. For clarification purposes, if such Owner owns more than one Lot, such Owner shall only be obligated to pay one (1) Base Assessment regardless of the number of Lots such Owner owns.

**SECTION 3.03.**      **Other Assessments.** Other assessments must be assessed against individual Lots and the Owner(s) thereof at the time liability for same accrues as follows:

(a)      **Interest.** Interest compounded monthly from the due date at the rate of the lesser of eighteen percent (18%) per annum or the maximum legal rate will be charged on all delinquent Assessments which are not paid in full within thirty days after the due date.

(b)      **Compliance Costs.** All expenses reasonably attributable to or incurred by reason of a breach or violation of or to obtain compliance with any provisions of this Declaration must be assessed against the Owner who occasioned the incurrence of such expenses, including reasonable attorney's fees whether incurred prior to, during the pendency of or after successful completion of any actions in a court of competent jurisdiction. The foregoing shall include, without limitation, all costs, expenses and reasonable attorney's fees incurred in connection with the judicial or non-judicial

foreclosure of the Association's Assessment Lien, including prosecution or defense of any claims or actions relating to any such foreclosure proceedings.

(c) Foreclosure of Assessment Lien. In the event of foreclosure of the Association's Assessment Lien as herein provided, the Owner is required to pay to the Association a reasonable rental as determined by the Board for the use of the Lot and improvements thereon during the period of foreclosure, and the Board at its election is entitled to a receiver to collect same. The "**period of foreclosure**" commences on the date of posting for foreclosure in the event of non-judicial foreclosure, or on the date of entry of judgment granting foreclosure in the event of judicial foreclosure. The "**period of foreclosure**" continues to the date of acquisition of actual possession by the purchaser at the foreclosure sale.

(d) Payment; Waiver. Other assessments are due and payable immediately upon the occurrence of the event giving rise to liability for payment of same. Failure of the Association to impose or collect any other assessment is not grounds for any action against the Association, or any director, officer, agent or employee thereof, and does not constitute a waiver of the Association's right to exercise its authority to collect any other assessments in the future. For good cause shown as determined in the sole opinion of the Board, the Board may waive, wholly or partially, imposition of any other assessment; provided, any such waiver is conditioned upon payment in full of all remaining monetary obligations then owed to the Association or receipt of written commitment that same will be paid within a specific period of time.

#### **SECTION 3.04.      Liens for Assessments.**

(a) All Assessments assessed against any Lot pursuant to this Declaration are secured by a continuing lien on such Lot in favor of the Association (the "**Assessment Lien**"). The recordation of this Declaration constitutes record notice and perfection of the Association's Assessment Lien, effective from the date of recordation of this Declaration. No further recordation of a claim of lien or other notice of any type or kind whatsoever is required to establish or perfect such lien. To further evidence such Assessment Lien, the Association may, but is not required to, prepare and file in the Official Records written notice of default in payment of Assessments in such form as the Board may direct.

(b) The Association's Assessment Lien is superior to all other liens or encumbrances on each Lot except: (i) a lien for real property taxes and other governmental assessments or charges on a Lot (a "**Tax Lien**") to the extent so required by law but not otherwise, and (ii) such mortgages, deeds of trust, liens or other encumbrances to which the Board may from time to time by written agreement specifically and expressly agree, subject to such terms and conditions as set forth in the applicable written agreement.

(c) Except as otherwise expressly provided herein, all other persons acquiring liens or encumbrances on any Lot are deemed to consent that such liens or encumbrances are inferior to the Association's Assessment Lien, as provided herein, whether or not consent is specifically set forth in, and notwithstanding any contrary provisions in, any instruments creating such liens or encumbrances.

**SECTION 3.05.**      **Effect of Nonpayment of Assessments.**

(a) Any Assessments which are not paid by the due date are delinquent as of midnight of the due date.

(b) Except to the extent otherwise expressly agreed in writing by the Board, if any Assessments are not paid by the due date, then:

(i) late charges, interest from the due date, and all compliance costs (including reasonable attorney's fees) shall be added to and included in the amount of such Assessment;

(ii) all voting rights of the Owner will be automatically suspended until all Assessments are paid in full;

(iii) the Association may notify any credit bureau and/or any mortgagee or other lienholder with respect to the applicable Lot as to any default;

(iv) the Association may exercise any other rights and remedies and institute and prosecute such other proceedings as it deems necessary to collect all amounts due.

(c) Each Owner, by acquisition of any Lot within the Property or any right, title or interest therein, expressly grants to and vests in the Association (i) the right and power to bring all actions against each Owner, personally for the collection of all delinquent Assessments as a debt; (ii) the right and power to foreclose the Association's Assessment Lien by all methods available for the enforcement of a mortgage, deed of trust or any other contractual lien, including foreclosure by an action brought in the name of the Association either judicially or non-judicially by power of sale; and (iii) a continuing power of sale in connection with the non-judicial foreclosure of the Association's Assessment Lien as herein provided. The Association will exercise its power of sale pursuant to Section 51.002 of the Texas Property Code (as amended). The Association has the right and power to bid on any Lot at any foreclosure sale, either judicial or non-judicial, and to acquire, hold, lease, mortgage, or convey the same.

(d) The filing of suit to collect any sums due hereunder or to foreclose the Association's Assessment Lien may never be considered an election so as to preclude exercise of any other rights or remedies, including without limitation foreclosure under power of sale before or after a final judgment. After foreclosure, either judicial or non-judicial, the former Owner and anyone claiming under the former Owner must immediately surrender possession to the purchaser. After foreclosure, the former Owner and anyone claiming under the former Owner will be mere tenants at sufferance of the purchaser, and the purchaser may obtain immediate possession either pursuant to a judgment for foreclosure or by forcible detainer or eviction to be maintainable by the purchaser.

**SECTION 3.06.**      **Assessments as Independent Covenant.** The obligation to pay Assessments is a separate and independent covenant and contractual obligation on the part of each Owner.



## ARTICLE IV.

**SECTION 4.01. Binding; Run with Land.** The covenants and restrictions of this Declaration shall run with and bind each Owner's Lot and all interests therein and any lease thereof. All Owners and Occupants of the Property, or any part thereof, are subject to and bound by the provisions of this Declaration. Owners shall require their Occupants to observe all applicable provisions of this Declaration. All of the covenants, rights, access rights, agreements, reservations, restrictions and conditions contained in this Declaration touch and concern the Property, and each portion thereof and all interests therein, shall constitute covenants running with the land and equitable servitudes, shall run with the Property or other lot or parcel contained therein, and all interests in the Property, including the leasehold interests, and inure to the benefit of and shall be binding upon the Owners, and each holder of any interest in any portion of the Property, and their grantees, mortgagees, heirs, successors, assigns and personal representatives, during each of their respective terms of ownership, with the same full force and effect as though set forth in full in every grant, conveyance, mortgage, or demise of the Property, or any part thereof.

**SECTION 4.02. Invalidity of any Provision.** Should any provision or portion hereof be declared invalid or in conflict with any applicable laws, the validity of all other provisions and portions hereof shall remain unaffected and in full force and effect.

**SECTION 4.03. Term.** This Declaration shall be in force for an initial term of twenty (20) years from the date that this Declaration is initially recorded after which time this Declaration will be automatically extended for successive periods of ten (10) years unless a majority Owners record a document declaring that this Declaration shall not so be extended.

**SECTION 4.04. Amendments.** This Declaration may be amended only by the written consent and approval of sixty-seven percent (67%) the Owners. Any amendment of this Declaration shall be recorded in the Official Real Property Records of Palo Pinto County, Texas.

**SECTION 4.05. Mortgagee Rights and Protections.** No breach of any covenant and/or restriction, nor the enforcement of any lien provision contained in this Declaration, shall render invalid the lien of any mortgage or deed of trust made in good faith and for value. All of the covenants, conditions and restrictions in this Declaration contained shall be binding upon and effective against any Owner whose ownership interest is derived through foreclosure. Whenever the consent of a mortgagee is required by this Declaration, any action taken without such consent shall not bind such mortgagee or its successor. Except to the extent otherwise expressly provided in this Declaration, all of the provisions contained in this Declaration shall be binding on and effective against any Owner whose ownership interest to the Property or any portion thereof, is acquired by foreclosure.

**SECTION 4.06. Notice.** Any notice permitted or required by this Declaration may be delivered to the Notice Address either: (i) personally, or (ii) by prepaid nationally recognized overnight mail courier. Delivery by personal delivery shall be effective upon receipt. Delivery by nationally recognized overnight mail courier shall be effective one (1) business day after deposit with such delivery service. As used herein, the term "***Notice Address***" shall mean such address as an Owner or Declarant may disclose in a written notice delivered by such Owner or Declarant to

each of the other Owners and Declarant as being the “Notice Address” for purposes of this Declaration which may provide for “copies to” counsel or mortgagee; provided, however, if an Owner or Declarant shall fail to deliver such a written notice to all other Owners and Declarant, then the Notice Address for purposes of this Declaration shall mean any of: (i) the address of the Owner as reflected on the real estate tax bill for such Owner’s Lot; (ii) the address of the Owner or Declarant identified on the deed conveying title to the Owner of a Lot; or (iii) the address of the Owner or Declarant set forth in the records of the Secretary of State of Texas if such Owner or Declarant is an entity registered to do business in the State of Texas. Any change of address for an Owner or Declarant shall not be effective until notice of such change is mailed to all Owners and Declarant at each Notice Address.

**SECTION 4.07. Not a Public Dedication.** Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Property to the general public, to any governmental authorities, or for any public use or purpose whatsoever. It is the intention and understanding of the Owners and Declarant that any rights of access or use granted or reserved in this Declaration shall be strictly limited in duration as set forth in herein and for the purposes expressed in this Declaration for the development, maintenance and operation of the Property as a private development solely for the benefit of the Owners.

**SECTION 4.08. Governing Law.** This Declaration shall be governed by, construed under, and enforced in accordance with the laws of the State of Texas. All Owners hereunder consent to the jurisdiction of the courts of the State of Texas and the United States of America, and agree that venue properly lies in the District Court of Palo Pinto County and the United States District Court for the Northern District of Texas, as appropriate.

**SECTION 4.09. Joint and Several Liability.** When the Owner of a Lot is composed of more than one person, each such person shall be jointly and severally liable for performance of all obligations (including without limitation, indemnification obligations) arising under any provision of this Declaration with respect to such Lot.

**SECTION 4.10. Reasonable Consents.** Except as expressly provided in this Declaration, all consents and approvals required of any Owner shall not be unreasonably withheld or delayed. Any disapproval of or failure of consent to any matter hereunder by an Owner shall be in writing and shall state in reasonable detail the reason or reasons therefore.

**SECTION 4.11. No Joint Venture or Partnership.** Nothing contained in this Declaration shall be construed to create the relationship between any party subject to this Declaration, including, but not limited to, Declarant, the Owners, or the mortgagees, as being partners, joint venturers, or as principals and agents, or any other such relationship or association with and among each other, or so as to render any such parties as being liable for the debts or obligations of the others.

**SECTION 4.12. Taxes.** No Owner shall have any direct responsibility for the payment of any taxes or assessments or service charges on any other Owner’s Lot or the improvements located on the operations conducted thereupon. Each Owner shall be responsible for payment of such taxes, assessments or service charges relating to its Lot and to its improvements.

**SECTION 4.13. Unavoidable Delays.** Each Owner, Occupant and mortgagee shall be excused from performing any of its obligations or exercising any of its rights provided in this Declaration (except any of its obligations to pay any sums of money under the applicable provisions hereof) for so long as the performance of such obligation or the exercise of such right is prevented or delayed by an Unavoidable Delay; provided, however, that no Owner, Occupant or mortgagee shall be entitled to relief under this section unless such Owner, Occupant or mortgagee shall have given the other Owners notice of such Unavoidable Delay in writing within fifteen (15) days after the occurrence of such Unavoidable Delay. For purposes of this Declaration, “*Unavoidable Delay*” shall mean delay due to strikes, lock-outs, acts of God, inability to obtain labor or materials, governmental restrictions, enemy action, war, civil commotion, fire, unavoidable casualty, construction delays due to unusual weather, or other similar causes beyond the reasonable control of the person claiming the Unavoidable Delay.

**SECTION 4.14. No Representations or Warranties.** No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by Declarant or its agents or employees in connection with any portion of the Property, or any improvement thereon, its or their physical condition, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes, or regulation thereof, unless and except as specifically shall be set forth in writing or incapable of being waived by law.

**SECTION 4.15. Performance.** Any obligations hereunder are performable in Palo Pinto County, Texas.

**SECTION 4.16. Estoppel Certificates.** Each Owner (in this context a “*Requesting Owner*”) may request that each other Owner (in this context the “*Receiving Owner*”) deliver to the Requesting Owner an estoppel certificate (an “*Estoppel*”) certifying: (i) to the best of such Receiving Owner’s knowledge, whether any party to this Declaration is in Default under this Declaration and if so identifying such Default; (ii) that no Self-Help Expenses or any other amounts due from an Owner hereunder are unpaid as of the date of such Estoppel (or identifying any Self-Help Expenses or other expenses which remain outstanding); (iii) that this Declaration is in full force and effect and identifying any amendments to the Declaration as of the date of such certificate; and (iv) such other accurate factual matters relating to this Declaration, any Owner or any Lot as may be true and reasonably requested. The Requesting Owner and any Occupant or mortgagee (or other person associated with the Requesting Owner that is identified in the Estoppel) shall be entitled to rely on the statements set forth in the Estoppel. The Receiving Owner shall deliver an Estoppel that conforms to the above duly executed by Receiving Owner within 10 days of receipt of the request therefor from Requesting Owner.

**SECTION 4.17. Attorney’s Fees.** In the event an Owner institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys’ fees incurred in the preparation and prosecution of such action or proceeding.

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EXECUTED the \_\_\_\_\_ day of January, 2022.

**DECLARANT:**

**TDH254 VENTURE, LLC,**  
a Texas limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT A**

### **Property Description**

Tract of land containing 465.25 acres in the T.E.&L. Co. Survey, Section No. 2541, Abstract No. 638 and T.E.&L. Co. Survey, Section No. 2539, Abstract No. 636, Palo Pinto County, Texas, being the same tract conveyed to the Charles Alcorn Family Trust recorded in Volume 2072, Page 13, Official Public Records of Palo Pinto County, and being more particularly described as follows:

BEGINNING at a 3/8 inch iron rod found at the south base of a 4 inch steel pipe fence corner on the north line of Texas Highway No. 254, being the southeast corner of the said Alcorn Family Trust Tract and on the east line of Abstract No. 636.

THENCE South 89 degrees 37 minutes 08 seconds West for a distance of 1490.87 feet to a 3/8 inch iron rod found on the north line of the said highway, being the southwest corner of the said Alcorn Family Trust Tract.

THENCE North 01 degrees 19 minutes 56 seconds West for a distance of 183.52 feet to a 2 inch cap on a 5/8 inch iron rod set at the northwest base of a chain link fence corner, being a corner of the said Alcorn Family Trust Tract and the most eastern southeast corner of the Trey Bell and Beverly Thomas Tract recorded in Volume 894, Page 802, Official Public Records of Palo Pinto County.

THENCE North 11 degrees 24 minutes 00 seconds West for a distance of 1709.20 feet to a 2 inch cap on a 5/8 inch iron rod set at the southwest base of a 4 inch steel pipe fence corner, being a corner of the said Alcorn Family Trust Tract and the said Bell and Thomas Tract.

THENCE North 06 degrees 46 minutes 25 seconds West for a distance of 19.44 feet to a corner that fell in a 4 inch steel pipe fence corner, being a corner of the said Alcorn Family Trust Tract and the said Bell and Thomas Tract.

THENCE North 28 degrees 29 minutes 40 seconds West for a distance of 402.74 feet to a corner that fell in a 2 inch steel pipe fence corner, being a corner of the said Alcorn Family Trust Tract and the said Bell and Thomas Tract.

THENCE North 31 degrees 47 minutes 12 seconds West for a distance of 258.55 feet to a corner that fell in a 2 inch steel pipe fence corner, being a corner of the said Alcorn Family Trust Tract and the said Bell and Thomas Tract.

THENCE North 35 degrees 35 minutes 52 seconds West for a distance of 571.28 feet to a 2 inch cap on a 5/8 inch iron rod set at the southwest base of a 2 inch steel pipe fence corner, being a corner of the said Alcorn Family Trust Tract and the said Bell and Thomas Tract.

THENCE North 36 degrees 01 minutes 22 seconds West for a distance of 975.78 feet to a corner that fell in a 2 inch steel pipe fence corner, being a corner of the said Alcorn Family Trust Tract and the said Bell and Thomas Tract.

THENCE North 30 degrees 59 minutes 18 seconds West for a distance of 104.54 feet to a corner that fell in a 2 inch steel pipe fence corner, being a corner of the said Alcorn Family Trust Tract and the said Bell and Thomas Tract.

THENCE North 27 degrees 06 minutes 29 seconds West for a distance of 642.36 feet to a corner that fell in a 4 inch steel pipe fence corner, being a corner of the said Alcorn Family Trust Tract and the said Bell and Thomas Tract.

THENCE North 17 degrees 10 minutes 27 seconds West for a distance of 715.43 feet to a 2 inch cap on a 5/8 inch iron rod set in a north-south fence, being a corner of the said Alcorn Family Trust Tract, the northeast corner of the said Bell and Thomas Tract and the most eastern southeast corner of the SABASAN Corporation Tract recorded in Volume 894, Page 786, Official Public Records of Palo Pinto County.

THENCE North 17 degrees 02 minutes 04 seconds West for a distance of 318.14 feet to a corner that fell in a 2 inch steel pipe fence corner, being a corner of the said Alcorn Family Trust Tract and the said SABASAN Corporation Tract.

THENCE North 13 degrees 47 minutes 45 seconds East for a distance of 2143.87 feet to a corner that fell in a 2 inch steel pipe fence corner, being a corner of the said Alcorn Family Trust Tract and the said SABASAN Corporation Tract.

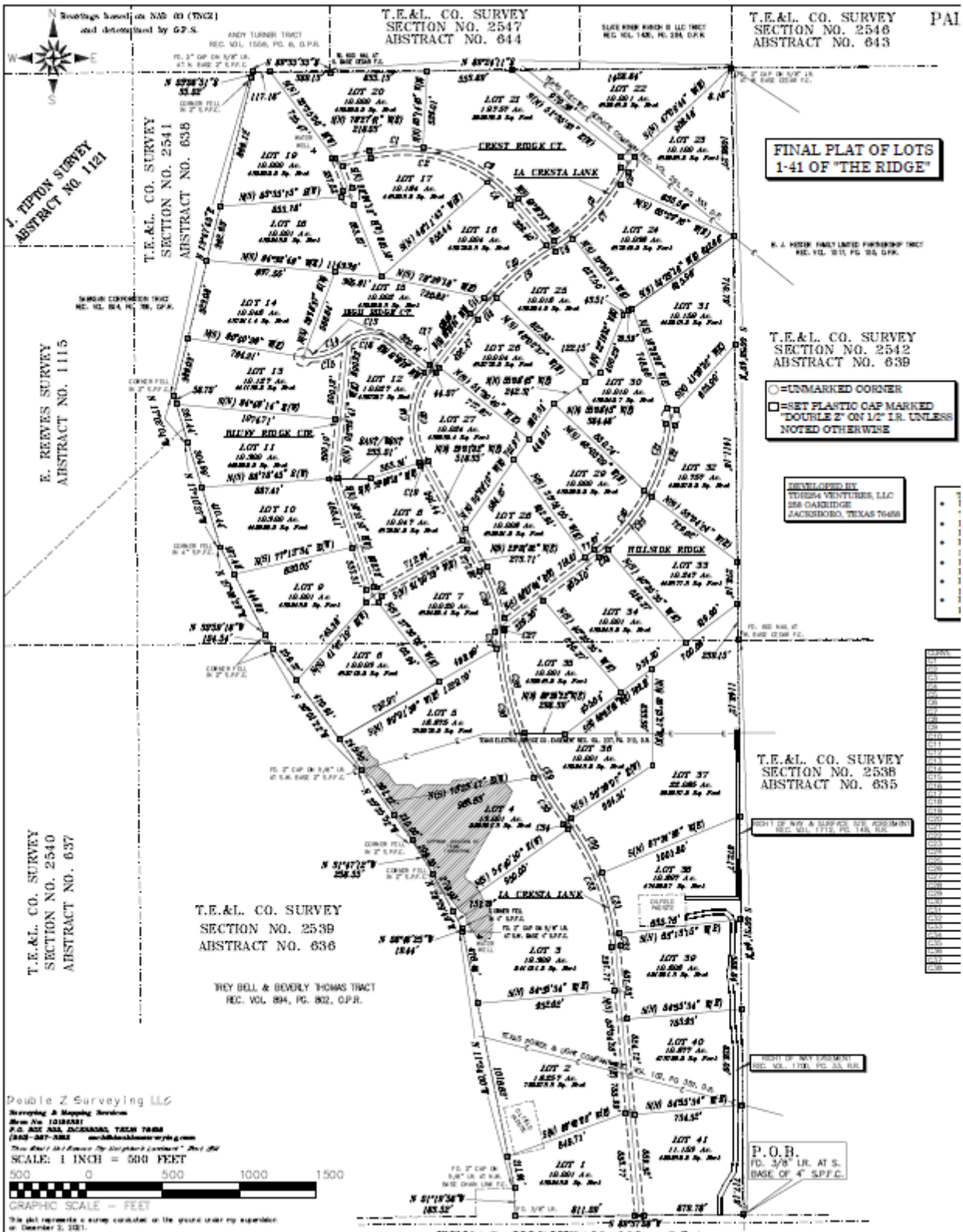
THENCE North 05 degrees 06 minutes 51 seconds East for a distance of 35.02 feet to a 2 inch cap on a 5/8 inch iron rod set at the north base of a 2 inch steel pipe fence corner, being the northwest corner of the said Alcorn Family Trust Tract, the northeast corner of the said SABASAN Corporation Tract and on the south line of the Andy Turner Tract recorded in Volume 1559, Page 6, Official Public Records of Palo Pinto County.

THENCE South 89 degrees 35 minutes 35 seconds East for a distance of 506.29 feet to a 60D nail found at the south base of a cedar fence corner, being a corner of the said Alcorn Family Trust Tract and the southeast corner of the said Turner Tract.

THENCE North 89 degrees 24 minutes 11 seconds East for a distance of 2623.62 feet to a 2 inch cap on a 5/8 inch iron rod set at the southwest base of a cedar fence corner, being the northeast corner of the said Alcorn Family Trust Tract, the southeast corner of the Slate River Ranch III LLC Tract recorded in Volume 1430, Page 284, Official Public Records of Palo Pinto County and the northwest corner of the B. J. Hester Family Limited Partnership Tract recorded in Volume 1517, Page 155, Official Public Records of Palo Pinto County.

THENCE South 00 degrees 38 minutes 49 seconds East for a distance of 3735.55 feet to a 60D nail found at the west base of a cedar fence corner, being a corner of the said Alcorn Family Trust Tract and the southwest corner of the said Hester Family Limited Partnership Tract.

THENCE South 00 degrees 31 minutes 46 seconds East for a distance of 3750.40 feet to the place of beginning.



Double Z Surveying LLC

Surveying & Mapping Services

Box No. 1018881

P.O. Box 1018881, Dallas, Texas 75210

(409) 347-5882

doublezsurveying.com

This plat is a true and correct copy of the original survey.

SCALE: 1 INCH = 500 FEET

GRAPHIC SCALE - FEET

This plat represents a survey conducted at my expense on December 9, 2021.

Plat No. 1201120

TEXAS HIGHWAY NO. 254