

**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS**

WILLOW MOON RANCH

STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

KNOW ALL PERSONS BY THESE PRESENTS THAT:

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made to be effective as of the date hereinafter set forth by **JZL Holdings, L.P.**, a Texas limited partnership (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant owns all that certain lot, tract or parcel of land located in McLennan County, Texas, more particularly described on **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property") and desires to burden and benefit the Property with the provisions of this Declaration; and

WHEREAS, Declarant has divided and subdivided the Property as **Willow Moon Ranch** (the "Subdivision"), a single family residential subdivision; and

WHEREAS, Declarant caused a plat (the "Plat") of the Subdivision to be recorded on November 24, 2021, as McLennan County Clerk's Document No. 2021048257 in Cabinet B, Slides 247-248 of the Map or Plat Records of McLennan County, Texas, dividing the Property into Tracts; and

WHEREAS, it is deemed to be in the best interests of Declarant and any Owner who may purchase a Tract in the Subdivision, that there be established and maintained a consistent, harmonious and uniform plan for the improvement and development of the Subdivision as a restricted subdivision of high quality and for protecting the value of the Subdivision;

NOW, THEREFORE, Declarant declares that the Property is to be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision. This Declaration and the easements, covenants, restrictions, conditions and other provisions hereof run with the Property and shall be binding upon all persons or entities having or acquiring any right, title or interest in the Property or any part thereof, and their respective heirs, legal representatives, successors and assigns and shall inure to the benefit of each Owner and the heirs, legal representatives, successors and assigns of each Owner.

ARTICLE I

DEFINITIONS

1.01 "Architectural Reviewer" means and refers to the Architectural Reviewer described in Article V hereof.

1.02 "City" means and refers to the City of Waco, Texas, or, to the extent the Property is or may become subject to the jurisdiction of any other municipality or other governmental authority, any municipality or other governmental authority having jurisdiction over the Property.

1.03 "Common Area" means and refers to the entry areas of the Subdivision as shown on the Plat or **Exhibit B** attached hereto, together with any improvements now or hereafter constructed thereon by Declarant, and the Roadway as hereinafter specified. During the Declarant Control Period, Declarant shall maintain and repair the Common Area. After the expiration or earlier termination of the Declarant Control Period, the Owners, at their cost and expense, shall maintain and repair the Common Area. Without obtaining the consent of the Owners, Declarant may add property or improvements to the Common Area at any time during the Declarant Control Period, (a) if such additional property is depicted on any recorded plat of all or any part of the Property as Common Area, or (b) if such additional property is intended to be or is devoted to the common use, enjoyment or benefit of the Owners or the Subdivision. The Roadway shall constitute part of the Common Area until such time as the Roadway has been dedicated to the City or other governmental authority pursuant to the final plat of the Property or other dedication instrument recorded in the Official Public Records of McLennan County, Texas, and the City or other governmental authority has assumed all maintenance and repair obligations associated with the Roadway. The Owners shall reimburse Declarant, on demand, for any and all costs incurred by Declarant with regard to the maintenance or repair of the Common Area, pro rata based on the number of Lots within the Subdivision.

1.04 "Declarant" means and refers to JZL Holdings, L.P., a Texas limited partnership, and its successors and assigns.

1.05 "Declarant Control Period" means and refers to the period of time described below in this Section 1.05 during which Declarant controls the operation, management and oversight of the Subdivision pursuant to the rights and reservations contained in this Declaration to the fullest extent and for the maximum duration permitted by applicable law. The Declarant Control Period shall commence on the date of the recording of this Declaration in the Official Public Records of McLennan County, Texas, and shall continue thereafter until the tenth (10th) anniversary of the date of the recording of this Declaration in the Official Public Records of McLennan County, Texas. Declarant may terminate the Declarant Control Period at any earlier time by recording a notice of termination in the Official Public Records of McLennan County, Texas, signed and notarized by Declarant, specifying the end of the Declarant Control Period at an earlier date, in Declarant's sole and absolute discretion. The Declarant Control Period is for a term of years and does not require that Declarant own a Tract or any other land within the Property.

1.06 "Development Period" means and refers to the period during which Declarant reserves the right to facilitate the development, construction and marketing of the Property and the right to direct the size, shape and composition of the Property, pursuant to the rights and reservations contained in this Declaration, to the fullest extent permitted by applicable law. The Development Period shall commence on the date of the recording of this Declaration in the Official Public Records of McLennan County, Texas, and shall continue until the later of the following events: (a) the tenth (10th) anniversary of the recording of this Declaration in the Official Public Records of McLennan County, Texas, and (b) the date on which every Tract within the Property is improved with a completed Living Unit. Declarant may terminate the Development Period at any earlier time by recording a notice of termination in the Official Public Records of McLennan County, Texas, signed and notarized by Declarant, specifying the end of the Development Period at an earlier date, in Declarant's sole and absolute discretion. The Development Period is for a term of years and does not require that Declarant own a Tract or any other land within the Property.

1.07 "Living Unit" or "residence" means and refers to any improvements on a Tract which are designated and intended for occupancy and use as the primary residence of one person, a single family or persons living together as a single housekeeping unit. A guest cottage with living quarters shall not be considered the Living Unit or residence on a Tract.

1.08 "Mortgagee" means and refers to a person or entity which has loaned or advanced money to an Owner or to Declarant for the purchase or improvement of a Tract or other property in the Subdivision

and has taken a recorded lien encumbering such property to evidence the security for such loan. The term "Mortgagee" specifically excludes a person or entity which has loaned or advanced money to an Owner pursuant to Article XVI, Section 50(a)(6) of the Texas Constitution.

1.09 "Owner" means and refers to the record owner, whether one or more persons or entities, of a fee simple or an undivided fee simple interest in any Tract, but excluding those having such interest merely as security for the performance of an obligation.

1.10 "Property" means and refers to the real property described on **Exhibit A** attached hereto which has been subdivided into those certain tracts, lots or parcels of land known as Lots 1 through 26, inclusive, of Block 1 and Lots 1 through 20, inclusive, of Block 2 of Willow Moon Ranch Subdivision, a subdivision in McLennan County, Texas, according to the Map or Plat thereof recorded on November 24, 2021, as McLennan County Clerk's Document No. 2021048257 in Cabinet B, Slide 247-248 of the Map or Plat Records of McLennan County, Texas. A copy of the recorded Plat of the Property is attached hereto and incorporated herein for all purposes as **Exhibit B**.

1.11 "Roadway" means and refers to, as the context requires, (a) Willow Moon Ranch Road, being the roadway traversing the Subdivision as depicted on the Plat of the Subdivision, (b) Old Crawford Road abutting the Subdivision, and (c) Shiloh Church Road abutting the Subdivision. Each Lot has a front boundary abutting a Roadway. For purposes of this Declaration, (w) the front boundaries of Lots 2 through 24, inclusive, of Block 1 abut Willow Moon Ranch Road, (x) the front boundaries of Lots 2 through 20, inclusive, of Block 2 abut Willow Moon Ranch Road and, in particular, the front boundaries of Lots 11 and 12 of Block 2 abut the east side of such Lots 11 and 12 of Block 2, (y) the front boundaries of Lot 1, Block 1 and Lot 1, Block 2 abut Shiloh Church Road, and (z) the front boundaries of Lot 25 and 26, Block 1 abut Old Crawford Road. The area between the Living Unit and the front boundary of the Lot abutting the Roadway as described above in this Section 1.11 shall herein be considered the front yard or the front of the Living Unit. The front of the Living Unit shall face the front boundary of the Lot on which the Lot is situated.

1.12 "Subdivision" means and refers to Willow Moon Ranch.

1.13 "Tract" or "Lot" means and refers to any lot or tract of land shown on the Plat of the Property and the Subdivision which is designated as a tract or lot therein and which is or will be improved with a Living Unit.

ARTICLE II

DECLARANT CONTROL PERIOD; DEVELOPMENT PERIOD

2.01 Declarant Control Period. Declarant hereby reserves for Declarant a Declarant Control Period (as defined in Section 1.05 hereof) with each and every right, reservation, privilege and exception available or permissible under applicable law for declarants and developers of residential subdivisions, including, control over operation, management and oversight of the Property and the Subdivision, to the fullest extent that such right, reservation, privilege or exception is beneficial to or protective of Declarant during the Declarant Control Period. Declarant may appoint an Architectural Reviewer which shall be a person or entity selected by Declarant, in Declarant's sole and absolute discretion, including, Declarant or any officer, partner or affiliate of Declarant.

2.02 Development Period. Declarant hereby reserves the right to facilitate the development, construction and marketing of the Property, and the right to direct the size, shape and composition of the Property pursuant to the rights and reservations contained in this Declaration, to the fullest extent permitted

by applicable law during the Development Period (as defined in Section 1.06 hereof). Without limiting the foregoing, Declarant hereby reserves for Declarant each and every right, reservation, privilege and exception available or permissible under applicable law for declarants and developers of residential subdivisions, to the fullest extent that such right, privilege or exception is beneficial or protective of Declarant or the Subdivision as determined by Declarant in Declarant's sole and absolute discretion. If the benefit or protection of applicable law is predicated on an express provision contained within this Declaration, such provision is hereby incorporated by reference unless Declarant executes an instrument to disavow such benefit or protection.

2.03 Disclaimer. DECLARANT SHALL NOT BE CONSIDERED TO HAVE A DUTY TO INSURE OR GUARANTEE THE SAFETY OF THE OWNERS IN THE SUBDIVISION OR TO BE THE PROVIDER OF SECURITY SERVICES WHETHER OR NOT SUCH SERVICES ARE PROVIDED BY DECLARANT OR OTHERWISE. DECLARANT SHALL NOT BE HELD LIABLE FOR ANY LOSS, DAMAGE OR INJURY BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES AND SERVICES TAKEN OR PROVIDED. EACH OWNER, TENANT, GUEST OR INVITEE ACKNOWLEDGES AND UNDERSTANDS THAT DECLARANT AND ITS OFFICERS, DIRECTORS, PARTNERS AND MEMBERS ARE NOT SECURITY SERVICES PROVIDERS AND ACKNOWLEDGES THAT DECLARANT AND ITS OFFICERS, DIRECTORS, PARTNERS AND MEMBERS HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, RELATIVE TO ANY SECURITY MEASURES UNDERTAKEN OR TO BE UNDERTAKEN WITHIN THE SUBDIVISION.

ARTICLE III

USE OF COMMON AREA

The Common Area, and any improvements now or hereafter located thereon, shall be subject to the following:

(a) **Restrictive Actions by Owners.** No Owner shall permit anything to be done on or in the Common Area which would violate any applicable public law or zoning ordinance or which would result in the cancellation of or increase of any insurance policies carried with respect to the Common Area or which would be in violation of any law. No waste shall be permitted in the Common Area.

(b) **Damage to Common Area.** Each Owner shall be liable for any damage to the Common Area caused by the negligence or willful misconduct of the Owner or such Owner's family, guests, invitees or pets.

ARTICLE IV

PERMITTED USES AND RESTRICTIONS

The Property and each Tract (other than Lot 1, Block 1 of the Subdivision as contemplated by Section 4.18 hereof) shall be constructed, developed, occupied and used as hereinafter provided in this Article IV. No use shall be permitted on the Property which is not allowed under applicable public codes, ordinances and other laws either already adopted or as may be adopted by the City or other controlling public authorities. Each Owner, occupant or other user of any portion of the Property, shall at all times comply with this Declaration and with any and all laws, ordinances, policies, rules, regulations and orders of all federal, state, county and municipal governments or their agencies having jurisdictional control over the Property, specifically including, but not limited to, applicable zoning restrictions placed upon the

Property as they exist from time to time. **IN SOME INSTANCES GOVERNMENTAL REQUIREMENTS MAY BE MORE OR LESS RESTRICTIVE THAN THE PROVISIONS OF THIS DECLARATION. IN THE EVENT A CONFLICT EXISTS BETWEEN ANY SUCH GOVERNMENTAL REQUIREMENT AND ANY REQUIREMENTS OF THIS DECLARATION, THE MORE RESTRICTIVE REQUIREMENT SHALL PREVAIL. COMPLIANCE WITH A MORE RESTRICTIVE MANDATORY GOVERNMENTAL REQUIREMENT WILL NOT RESULT IN THE BREACH OF THIS DECLARATION EVEN THOUGH SUCH COMPLIANCE MAY RESULT IN NON-COMPLIANCE WITH PROVISIONS OF THIS DECLARATION. WHERE A GOVERNMENTAL REQUIREMENT DOES NOT CLEARLY CONFLICT WITH THE PROVISIONS OF THIS DECLARATION, BUT PERMITS ACTION THAT IS DIFFERENT FROM THAT REQUIRED BY THIS DECLARATION, THE PROVISIONS OF THIS DECLARATION SHALL PREVAIL AND CONTROL.**

4.01 Residential Use. The Tracts shall be used for single-family residential purposes only. Except as provided below, no building shall be erected, altered, placed or permitted to remain on any Tract other than one (1) single-family residence per Tract which residence shall be constructed to minimum Federal Housing Authority (hereinafter called "FHA") and Veterans Administration (hereinafter called "VA") standards and with a private garage as provided below. The Owner of a Tract may also construct no more than one (1) guest cottage with living quarters on a Tract which shall only be used for single-family residential purposes. In the event an Owner chooses to lease or rent Owner's Living Unit or any other dwelling located on Owner's Tract, such lease, occupancy or rental agreement shall require a minimum term of no less than one hundred eighty (180) consecutive days with the same occupant. Without limiting the foregoing, no Living Unit or other dwelling located on a Tract shall be used as a lodging house, hotel, bed and breakfast, airbnb or similar arrangement.

4.02 Single-Family Use. Each Living Unit may be occupied by only one (1) family consisting of persons related by blood, adoption or marriage or no more than two (2) unrelated persons living and cooking together as a single housekeeping unit, together with any household servants.

4.03 Garage Required; Carports. Each Living Unit shall have an attached garage suitable for parking not less than two (2) nor more than four (4) standard size automobiles, which garage shall conform in design and materials with the Living Unit. Except as provided in this Section 4.03, no garage shall open to the front of a Tract. Except as provided elsewhere in this Declaration, vehicles of Owners shall only be parked within garages or on driveways situated on a Tract. Without the prior approval of the Architectural Reviewer, the original garage area of a Tract may not be enclosed or used for any purpose which prevents the parking of no less than two (2) standard-size operable vehicles therein. Carports shall be permitted behind the Living Unit if not visible from the Roadway abutting the front boundary of the Tract.

4.04 Restrictions on Resubdivision. None of the Tracts shall be subdivided into smaller tracts. None of the Tracts shall be combined as one Tract unless approved (a) by the Declarant during the Development Period or (b) by the Architectural Reviewer after the expiration of the Development Period.

4.05 Driveways. All driveways shall be surfaced with asphalt, concrete, brick, pavers or a similar material approved by the Architectural Reviewer. Driveways shall be completed at or prior to the time of completion of the construction of the Living Unit on such Tract. Any proposed modification or extension of a driveway on a Tract, including, the plans and materials associated therewith, must be submitted to and approved by the Architectural Reviewer. No driveway shall be constructed of caliche, gravel or similar unfinished materials or substances.

4.06 Use Prohibitions.

(a) **Temporary Improvements.** No temporary dwelling, shop, trailer or mobile home of any kind or any improvement of a temporary character (except children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment, which may be placed on a Tract only in locations which are not visible from the Roadway abutting the front boundary of the Tract) shall be permitted on any Tract, except that the builder or contractor may have a construction trailer on a given Tract only during construction of the Living Unit on the Tract. No building material of any kind or character shall be placed or stored upon the Tracts until the Owner thereof commences construction of improvements, and then such material shall be placed within the property lines of the Tract upon which the improvements are to be erected. All children's playhouses, doghouses, greenhouses, gazebos and buildings for storage of lawn maintenance and other equipment in excess of one hundred (100) square feet in area must be approved in advance by the Architectural Reviewer. No garage, guest cottage or other outbuilding (except for a construction trailer during the construction period) shall be occupied by any Owner, tenant or other person prior to the completion of construction of the Living Unit on the Tract.

(b) **Parking; Vehicles.** No boat, marine craft, hovercraft, aircraft, recreational vehicle, pickup camper, travel trailer, motor home, golf cart, camper body or similar vehicle or equipment may be parked or stored (i) in the driveway in front of any Living Unit, (ii) on the Roadway or any public street adjoining any Tracts, or (iii) to the side of any Living Unit. No such vehicle or equipment shall be used as a Living Unit or office, either temporarily or permanently. No such vehicle or equipment shall be parked or stored on any grass areas or landscaped areas of any Tract. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use solely during the construction, maintenance or repair of a Living Unit on the Tract. No boat, marine craft, hovercraft, aircraft, recreational vehicle, pickup camper, travel trailer, motor home, golf cart, camper body or similar vehicle or equipment shall be parked or stored within the Subdivision in an area visible from the Roadway abutting the front boundary of the Tract or other Tract, except passenger automobiles, passenger vans, motorcycles and pickup trucks that are in operating condition and have current license plates and inspection stickers and which are in daily use as motor vehicles on the streets and highways of the State of Texas. No inoperable, derelict or abandoned vehicles or equipment of any type or nature may be kept or situated in the Subdivision or on a Tract unless visually screened from other Tracts and from the Roadway abutting the front boundary of the Tract.

(c) **Dwelling Structure.** No structure of a temporary character, such as a trailer, basement, tent, shack, barn or other out-building shall be used on a Tract at any time as a dwelling. The provisions of this Section 4.06(c) shall not prohibit the construction of a tornado or storm shelter appurtenant to the construction of a Living Unit on a Tract; provided, however, such tornado or storm shelter may not be occupied as a dwelling, temporarily or permanently, but shall only be utilized in the event of a weather-related threat or emergency and only for the duration thereof.

(d) **Mining.** No oil or gas drilling, oil development operation, oil refining, quarrying or mining operation of any kind shall be permitted in the Subdivision, nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of the Subdivision. No derrick or other structure designed for using in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained or permitted on the Subdivision.

(e) **Domestic Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on a Tract, except (a) dogs, cats or other household pets may be kept on a Tract for the purpose of providing companionship for the Owner of a Tract, and (b) as provided below with respect to cows, horses, swine, sheep, goats and chickens. An Owner may keep cows, horses, swine, sheep, goats and chickens on a Tract only as provided in and as limited by this Section 4.06(e). No Owner shall permit the number of horses and cows or their offspring located on a Tract to exceed one (1) per each two (2) acres of land contained within the Tract, in the aggregate, either temporarily or permanently, at any time. Further, the

number of cows and horses may be reduced in the event the size of the Tract or the availability of natural forage is not sufficient for the proper care and feeding of the number of horses or cows permitted by this Section 4.06(e). Animals are not to be raised, bred or kept for any commercial purpose or for food. Other than dogs, cats and other household pets, cows, horses, swine, sheep, goats and chickens, no Owner shall quarter any bees, guinea fowls, ducks, turkeys, skunks or other animals on a Tract. No more than four (4), in the aggregate, dogs, cats and other household pets are permitted on each Tract, either temporarily or permanently, at any time. All dogs, cats and other household pets must be restrained or confined in the rear of each Tract within a fenced area or within the Living Unit on the Tract. All dogs, cats and other household pets must be properly tagged for identification and reflect evidence that all inoculation requirements have been met and are current. Dogs, cats and other household pets shall only be permitted to be outside of the fenced area in the rear of a Tract or elsewhere if the household pets are restrained by a leash with the pet owner being present and controlling such pet tethered on such leash at all times. All horses and cows shall be confined on the Tract with appropriate fencing or other enclosures on the Tract suitable for restraining such horses and cows. No Owner shall permit more than two (2) swine, sheep and goats and their offspring, in the aggregate, or more than four (4) chickens and their offspring, in the aggregate, to be located on a Tract, either temporarily or permanently, at any time. Any and all swine, sheep, goats and chickens shall only be permitted on a Tract if they are being raised as part of a youth program sponsored by a local school, the FFA, 4H or similar group and only for a period of time not to exceed nine (9) months during any calendar year. All swine, sheep, goats and chickens shall be confined at all times in a barn situated behind the Living Unit. All animals shall be kept in a clean and sanitary environment and no unpleasant odors shall be allowed to emanate from such barn or Tract that would be noticeable from any other Tract.

(f) **Rubbish; Trash.** No Tract or any portion of a Tract shall be used as a dumping ground for rubbish or a site for the accumulation of unsightly materials of any kind, including, without limitation, broken or rusty equipment, disassembled or inoperative cars and discarded appliances. All trash, rubbish and other debris shall be placed in containers and other trash receptacles which shall be situated, enclosed, screened or otherwise secured in a manner so as not to be accessible to stray animals or visible from any street, private drive or adjacent Tract. Containers or trash receptacles shall not be placed or permitted to remain at the front of the Living Unit or on the Roadway abutting the front boundary of the Tract for pick-up, except upon those days scheduled for garbage and refuse collection by the contracted collector and shall be removed prior to 8:00 p.m. on the end of the day on which such garbage or refuse collection is scheduled for the Tract. All incinerators or other equipment for the storage or other disposal of such material shall be kept in a clean and sanitary condition. Materials incidental to construction of improvements may be stored on Tracts only during construction for only so long as construction progresses without undue delay and with all due diligence.

(g) **Water; Septic.** No individual water supply system or water well shall be permitted on any Tract. Each Tract shall contain an individual sewage disposal or septic system constructed by Owner thereon in accordance with all applicable laws, including, regulations of the Texas Natural Resource Conservation Commission and the City with respect to on-site sewage facilities.

(h) **Utilities; HVAC.** No air-conditioning apparatus shall be installed on the ground in front of the Living Unit. No air-conditioning apparatus shall be attached to any front wall or window of a Living Unit. No evaporative cooler shall be installed on the front wall or window of a Living Unit. All utility meters, equipment, air-conditioning compressors, air-conditioning and heating units, tank-less hot water heaters and similar items (including any propane tanks) placed on any Tract must be screened so that they are not visible from the Roadway abutting the front boundary of the Tract or adjoining Tracts and shall be located behind the setback requirements for fences in side yards and fully screened. Without limiting the foregoing, no such items shall be located in front of the Living Unit or in unfenced portions to the side of the Living Unit facing the Roadway abutting the front boundary of the Tract.

(i) **Antennas; Satellite Dish.** Unless permitted by the Architectural Reviewer in the manner described in Article V below, all antennas, discs and other electronic or satellite communication equipment, including, any type of parabolic reflector or other high gain antenna system or structure, must be located within the attic of the Living Unit on the Tract. No Owner may erect or maintain solar collector panels upon any Tract, unless such solar collector panels or equipment comply with the rules, policies and regulations adopted by Declarant or Architectural Reviewer, including, not being visible from a public street or an adjacent Tract and the Owner of such Tract obtains the prior written approval of the Architectural Reviewer to such solar collection panels and equipment. A satellite communication dish having a diameter of not greater than twenty-four inches (24") is specifically allowed on a Tract so long as the dish is not visible from the Roadway abutting the front boundary of the Tract. No more than one (1) satellite communication dish may be installed on any Tract.

(j) **Business Prohibition.** No Tract or improvement thereon shall be used for business, professional, commercial or manufacturing purposes of any kind. No activity, whether for profit or not for profit, shall be conducted which is not related to single-family residential purposes on the Tract. No noxious or offensive activity shall be undertaken within the Subdivision, nor shall anything be done which is or may become an annoyance or nuisance to the Subdivision. Nothing in this subparagraph shall prohibit an Owner's use of a Living Unit for quiet, inoffensive activities such as tutoring or art lessons so long as such activities are in compliance with all applicable governmental laws and zoning requirements and do not materially increase vehicular traffic or interfere with adjoining Owners' use and enjoyment of their Living Units and their Tracts.

(k) **Prefabricated Improvements.** Except for children's playhouses, dog houses, greenhouses and gazebos, no building constructed elsewhere than on the Tract, including used houses, shall be moved onto any Tract; it being the intention that only new construction shall be placed and erected thereon. Any children's playhouse, dog house, greenhouse or gazebo constructed elsewhere than on the Tract that exceeds one hundred (100) square feet in area must have the prior written approval from the Architectural Reviewer prior to its installation on any Tract.

(l) **Easement Impairment.** No structures (including fences and walls), plantings (including hedges, trees or shrubs) or other materials shall be placed or permitted to remain within any easements on any Tract which (i) may damage or interfere with the installation or maintenance of utilities, (ii) may change the direction of flow within drainage channels, or (iii) may obstruct or retard the flow of water through drainage channels.

(m) **Signage.** No sign of any kind (including any signs in the nature of a "protest" or complaint by any Owner against Declarant or any other party or that describe, malign or refer to the reputation, character or building practices of Declarant or any other party, or discourage or otherwise negatively impact or attempt to impact anyone's decision to acquire a Tract or Living Unit in the Subdivision) shall be displayed to the public view on any Tract; provided, however, (i) one (1) professionally fabricated sign of not more than four (4) square feet of advertising the Tract for rent or sale may be temporarily displayed to the public view on a Tract by the Owner, and (ii) signs used by Declarant may be displayed to the public view on any Tract. Declarant, the Architectural Reviewer or any of their agents shall have the right to remove any sign, billboard or other advertising structure that does not comply with the above and, in so doing, shall not be subject to any liability for trespass or any other liability in connection with such removal. The failure to comply with this restriction shall subject any Owner who violates such restriction to a fine of \$100.00 per day to be collected by Declarant or the Architectural Reviewer for each day that such Owner fails to comply with this restriction.

(n) **Drying Facilities.** The drying of clothes in public view from any Tract is prohibited.

(o) **Burning.** Except (i) within fireplaces in the main residence of the Living Unit, (ii) within outdoor fireplaces or fire pits in rear yards of the Living Unit, and (iii) for usual and customary outdoor cooking, utilizing grills, no burning of anything shall be permitted anywhere within the Subdivision or on any Tract. No fireworks or other similar incendiary devices shall be lit or otherwise ignited within the Subdivision.

(p) **Laws.** Each Owner and Tract shall comply with the provisions of all zoning ordinances, building codes and other laws affecting all or any part of the Subdivision or the Owner's Tract which is in effect on the effective date of this Declaration, whether or not they are specifically addressed in this Section 4.06.

(q) **Improvement Location.** Each Living Unit shall be placed on a Tract so that the front of the Living Unit faces the Roadway or portion thereof abutting the front boundary of the Tract. The placement and location of improvements on the Tracts shall be subject to the approval of the Architectural Reviewer and shall comply with any and all setback requirements of this Declaration, the Plat and the City to the extent applicable to the Property.

(r) **Annovance.** No obnoxious or offensive trade shall be conducted on upon any Tract, nor shall any activity be conducted which is or may become a nuisance or annoyance to any other Owner within the Subdivision. No commercial farming or cultivation shall be permitted within the Subdivision; however, residential gardens are permitted at the rear of the Living Unit. No Tract or Common Area may be used in any way that: (i) may reasonably be considered annoying to neighbors or other Owners; (ii) may be calculated to reduce the desirability of the Subdivision as a residential development; (iii) may endanger the health or safety of Owners of other Tracts; (iv) may result in the cancellation of insurance on any Tract; or (v) violates any applicable law. Each Owner shall exercise reasonable care to avoid making or permitting to be made loud, disturbing or objectionable noises or noxious odors that are likely to disturb or annoy Owners of neighboring Tracts.

(s) **Outbuildings.** Any barn, carport, greenhouse, gazebo, storage building, outbuilding or accessory building permitted in accordance with this Declaration (i) shall be constructed in accordance with the zoning ordinances and laws governing the Subdivision, (ii) shall be architecturally compatible with the Living Unit and constructed of the same or similar materials, and (iii) shall be placed behind the Living Unit unless otherwise approved in writing by the Architectural Reviewer. **Construction of any barn, carport, greenhouse, gazebo, storage building, outbuilding or accessory building shall not be commenced until such time as construction of the Living Unit on such Tract has been completed and a certificate of occupancy has been issued for the Living Unit by the City.** Any such barns, carports, greenhouses, gazebos, storage buildings, outbuildings or accessory buildings shall not be located in the front or side areas of the Living Unit and shall be maintained in a neat, orderly and sightly condition and appearance. All children's playhouses, playground equipment and dog houses shall not be located in the front yard of the Living Unit or any unfenced side areas of the Living Unit.

(t) **Used Houses.** No used or previously occupied houses or residential structures may be moved into or placed on a Tract within the Subdivision.

(u) **Driveways.** Driveways shall be completed at the time of or prior to construction and completion of the Living Unit. Concrete driveway culverts are required for all driveway crossings in accordance with the specifications of the City. Driveway culverts shall have smooth finished concrete ends or shall be finished with masonry. Driveways shall not be used for any purpose that interferes with the ongoing use of such driveway as a route of vehicular ingress and egress between the garage and a residential street. Without the prior written approval of the Architectural Reviewer, a driveway shall not be used (i)

for storage purposes, including, storage of boats, marine craft, hovercraft, aircraft, recreational vehicles, pickup campers, trail trailers, motor homes, golf carts, camper bodies or similar vehicles or equipment, or (ii) for the maintenance, repair or restoration of any vehicles or equipment.

(v) **Holiday Decor.** Lighting and decorations for holiday events or other occasions on a Tract may not be used, displayed or placed in a manner which, in the sole and absolute discretion of the Architectural Reviewer, constitutes a nuisance or an unreasonable source of annoyance to the Owners of other Tracts. Lights and decorations that are erected or displayed on a Tract in commemoration or celebration of publicly observed holidays, other than lights and decorations within the interior of a Living Unit that are not displayed in a window, may not be displayed more than six (6) weeks in advance of that specific holiday and must be removed within thirty (30) days after that holiday has ended.

(w) **Landscape Borders.** All landscape beds and tree wells with additional plantings shall have a landscape boarder consisting of rocks, bricks, edging or similar materials approved by the Architectural Reviewer.

(x) **Security Cameras.** Any security camera or similar device on a Tract shall be of a style which is harmonious with the architecture of the Living Unit located on such Tract and shall only view and provide security scope of the Owner's Tract and shall not allow a view beyond the perimeter of such Owner's Tract.

(y) **Exterior Lighting.** Exterior light sources on a Tract shall be unobtrusive, shielded to prevent glare, directed away from neighboring Tracts and yards, with no spillover light on neighboring Tracts. All visible exterior light fixtures on a Tract shall be consistent in style and finish with the architecture of the Living Unit on such Tract.

(z) **Garage Sales.** Garage sales by an Owner shall only be permitted no more frequently than once per calendar year and shall only be conducted between Friday at 8:00 a.m. and Sunday at 5:00 p.m. during the hours of 8:00 a.m. through 5:00 p.m. each day. No garage sale shall be permitted unless the Owner obtains all required permits from the City.

4.07 Completion of Construction; Landscaping. Each Living Unit constructed on each Tract, as well as the other improvements associated therewith, shall be completed in accordance with the plans approved by the Architectural Reviewer within one (1) year after the delivery of materials for the construction of such Living Unit to the Tract unless otherwise approved in writing by the Architectural Reviewer. All other construction, repair or renovation projects, other than the initial construction of a Living Unit on a Tract, shall be commenced and completed within one hundred twenty (120) days after commencement thereof unless Owner seeks and obtains an extension of such construction period deadline from the Architectural Reviewer. Weather permitting, landscaping of a Tract must be completed within sixty (60) days after the date on which the Living Unit being constructed thereon is ninety-five percent (95%) complete. The Owner of the Tract shall be obligated to maintain all grass areas within the Tract and in the right-of-way area from side Tract line to side Tract line (and if any Owner fails to do so, Declarant or Architectural Reviewer shall have the right, but not the obligation to maintain same at the Owner's cost, and shall have all other rights and remedies as are provided for in this Declaration). As a part of the landscaping of a Tract, each Owner shall install an underground sprinkler system providing irrigation to a reasonable portion of all front and side yard areas of the Living Unit on the Tract (no less than 75 feet from the front and each side of the Living Unit). Retaining walls may be installed to achieve even grades for pools, driveways or house foundations or to prevent storm water drainage from flowing onto other Tracts. All retaining walls must be constructed of such materials and height, and in a manner and location, approved in writing by the Architectural Reviewer. Landscape quality rock or stone shall be permitted. No railroad ties shall be permitted.

4.08 Minimum Floor Area. The total air-conditioned living area of the Living Unit, as measured to the outside of exterior walls, but excluding open porches, garages, patios and detached accessory buildings, of the Living Unit shall be not less two thousand five hundred (2,500) square feet.

4.09 Building Materials. The exterior wall area of the front elevation (excluding windows, doors and gables) of each building constructed or placed on a Tract shall contain not less than fifty percent (50%) masonry (including brick, brick veneer, stone, stone veneer and stucco, "Hardi Plank" or similar cementaceous products) or other material that is approved by Declarant or the Architectural Reviewer. All wood, hardboard or stucco surfaces on the exterior of a Living Unit shall be painted or stained with a color compatible with the remainder of the Living Unit and approved by the Architectural Reviewer.

4.10 Sideline and Front Line Setback Restrictions. Each Living Unit, guest cottage or other building located on any part of a Tract shall be located at least one hundred feet (100') from the front boundary of the Tract abutting the Roadway abutting the front boundary of the Tract and at least twenty-five feet (25') from any side or rear boundary of the Tract.

4.11 Mailboxes. Mailboxes shall be compatible with the main Living Unit. Installation of the mailbox for a Tract shall be completed prior to occupancy of the Living Unit.

4.12 Fences and Walls. All fences and walls in front of a Living Unit (between the front of the Living Unit and the Roadway abutting the front boundary of the Tract which the Living Unit faces) shall not exceed six feet (6') in height and shall be of "open construction" and not solid, except for screening HVAC, pool and other equipment associated with the Living Unit. Cattle guards shall be permitted. No wire (barbed, hog, chicken or other) or chain link fencing shall be permitted in the front yard of the Living Unit or near or along the Roadway abutting the front boundary of the Tract. No fence or wall located on a Tract shall change, obstruct, redirect or otherwise impede storm water drainage. Specifically, all fences and walls shall be constructed no less than three inches (3") above the surface of the ground to allow unobstructed storm water drainage flow and any fences or walls crossing drainage channels or drainage easements shall be constructed to allow unobstructed storm water drainage and channel flow.

4.13 Roofs. All Living Units and any guest cottage must have wood shingle roofs, simulated wood shingle roofs, tile roofs, simulated tile roofs or composition shingles (of random tab style and with at least a 30-year (240 lb.) minimum rating), unless express approval to use other material is obtained from the Architectural Reviewer. Metal roofs consistent with the design and appearance of the Living Unit are allowed with approval of the Architectural Reviewer, including, copper flashing or other metal material over bay windows, turrets and cupolas. The front elevation roof pitch of any structure shall be a minimum of eight feet (8') by twelve feet (12') (8:12), and the side or rear elevation roof pitch of any structure shall be a minimum of four feet (4') by twelve feet (12') (4:12), unless otherwise approved in writing the Architectural Reviewer. Wood shingle roofs must be fireproofed. In the case wood shingles are utilized, a certificate from the manufacturer and/or supplier of the material stating the warranty of the fireproofing, shall be presented to the Architectural Reviewer or any neighbor upon request.

4.14 Swimming Pools. Any swimming pool shall be located in the rear yard of the Living Unit located on the Tract. No above-ground pools are permitted within the Subdivision. All pool service equipment shall be either screened with shrubbery or fenced. In addition to the requirements of this Declaration, all swimming pools located in the Subdivision shall comply with the codes, ordinances and regulations of the City, including those relating to location, decking, equipment, screening and construction.

4.15 Requirements Related to Construction. Temporary portable toilet facilities shall be

supplied by the Owner or Owner's builder at the beginning of construction for each Tract and shall remain in place until the end of the construction cycle. Owner or Owner's builder shall ensure that at all times the Tract is kept "NEAT AND ORDERLY" and that all construction related debris and garbage is properly deposited and contained in a trash bin or dumpster that shall be emptied on a regular basis.

4.16 General Tract Maintenance. Each Owner shall be responsible for the appearance and condition of such Owner's Tract. Owner shall keep and maintain Owner's Tract in a neat, clean, orderly and sightly condition. In the event an Owner fails to (a) control weeds, grass and/or other unsightly growth, (b) remove trash, rubble or other debris, or (c) exercise reasonable care or conduct to prevent or remedy any unclean, untidy or unsightly condition, which failure continues for a period of five (5) days after written notice to Owner from the Architectural Reviewer, then the Architectural Reviewer or its designated agent shall have the authority and right to go onto said Owner's Tract, without liability in trespass or otherwise, for the purpose of mowing and cleaning said Tract and shall have the authority and right to be reimbursed by the Owner of said Tract for all of the Architectural Reviewer's reasonable costs and expenses incurred for mowing or cleaning said Tract on each occasion of such mowing or cleaning. The reimbursement shall be payable by Owner upon demand from the Architectural Reviewer. Such costs and expenses, together with the cost of collection thereof, shall be a charge on such Owner's Tract and shall be enforced in accordance with Section 7.02 hereof. Each such reimbursement obligation, together with the cost of collection thereof, shall also be the continuing personal obligation of the person who was the Owner of such Tract at the time when the costs and expenses were incurred by the Architectural Reviewer.

4.17 Enforceability. Declarant makes no warranty or representation as to the present or future validity or enforceability of any restrictive covenants, terms or provisions contained in this Declaration. Any Owner acquiring a Tract in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring a Tract, agrees to indemnify and hold Declarant harmless therefrom.

4.18 Lot 1, Block 1. Lot 1, Block 1 of the Subdivision contains existing residential and other improvements. To the extent the existing residential and other improvements violate the terms and provisions of this Declaration on effective date hereof, such violations shall be deemed to be permissible variances and shall not be subject to the enforcement and other provisions of Section 7.01 or Section 7.02 hereof; provided, however, any repairs or renovations to the existing improvements and any construction of new improvements on Lot 1, Block 1 of the Subdivision shall be subject to the terms and provisions of this Declaration, including, without limitation, this Article IV and Article V. Except with regard to the existing residential and other improvements, all other provisions, including, without limitation, use and occupancy restrictions, shall apply to Lot 1, Block 1 of the Subdivision. In the event the existing residential or other improvements are damaged or destroyed by fire or other casualty, the repair, restoration or replacement thereof shall be subject to all of the terms and provisions of this Declaration.

4.19 Drainage; Detention Ponds. Lot 1, Block 2 of the Property contains drainage detention ponds and a drainage easement. No modifications or changes to the drainage easement area or detention ponds shall occur until the Owner of Lot 1, Block 2 of the Property obtains engineered drainage designs for such changes and such designs have been approved by the City or other applicable governmental authority. Any and all such modifications or alterations shall be completed in accordance with the engineered drainage designs approved by the City or other applicable governmental authority.

ARTICLE V

ARCHITECTURAL REVIEWER

5.01 Architectural Reviewer. Declarant hereby creates the designation of an Architectural

Reviewer (herein so called). The Architectural Reviewer shall initially be Declarant, but at any time during the Declarant Control Period, Declarant may assign or designate an individual or entity to serve as the Architectural Reviewer. During the Declarant Control Period, Declarant reserves the right and power to designate, remove and replace the Architectural Reviewer at any time and from time to time. After the expiration of the Declarant Control Period, the Owners, by majority vote or consent, shall appoint and select the Architectural Reviewer and from time to time, may replace, remove or change the Architectural Reviewer. The Architectural Reviewer shall not be entitled to any compensation for services performed hereunder. Any term or provision of this Article V to the contrary notwithstanding, during the Declarant Control Period, no approval from the Architectural Reviewer shall be required for any improvements constructed, directed, altered, added on to or repaired by Declarant.

5.02 Approval of Plans. No building or other improvement may be erected, placed or altered on any Tract until the construction plans and specifications, plat showing the location of the structure and the landscaping plan, have been approved by the Architectural Reviewer as to harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Without limiting the foregoing, all fences and walls, including the location thereof, shall be submitted to the Architectural Reviewer for approval prior to commencement of construction. The Architectural Reviewer's approval or disapproval required in these covenants must be in writing. If construction has not commenced within six (6) months from the date the Architectural Reviewer approved of such plans, then the approval shall be deemed revoked unless the Architectural Reviewer extends in writing the time for commencement of such work. A final inspection upon completion of construction may be required by the Architectural Reviewer. In the event the Architectural Reviewer or its designated representative fails to approve or disapprove the plans and specifications in writing within thirty (30) days after working drawings and written detailed specifications have been submitted to Architectural Reviewer, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will be deemed to have been given and there is deemed to have been compliance with this Declaration. It is the general purpose of the Architectural Reviewer to provide for the maintenance of high standards of architecture and construction in such a manner as to enhance the aesthetic purposes of the improvements to the Subdivision. The Architectural Reviewer is guided by and controlled by this Declaration, except when in its sole discretion good planning would dictate to the contrary.

5.03 Documents. Incident to obtaining approval by the Architectural Reviewer for any building or improvement to be erected, placed or altered on any Tract, Owner shall provide the Architectural Reviewer with one (1) set of each of the following documents for the Architectural Reviewer's review and consideration:

- (a) **Site Plan.** Site plan (11" x 17") with footprint of Living Unit on Tract showing dimensions, building setback lines, drainage and utility easements, lot swales, drainage channel monuments, proposed crossing culvert locations and RCP sizes, utility service locations, outbuildings, fencing, swimming pools, tennis courts and other proposed improvements and flatwork. The site plan must show existing Tract grade levels and proposed grade level adjustments.
- (b) **Construction Drawings.** Construction drawings (11" x 17") -- floor plans, elevation plans, mechanical and electrical plans.
- (c) **Materials and Color Specifications.** Materials and color specifications for exterior materials only, including, primary facade materials, roofing, windows, doors, garage doors, cornices, trim, chimneys, cast stone, etc. Specifications for driveway, light post and mailbox specifications, swimming pools, fountains, tennis courts, etc. Sample pictures, color swatches and drawings are requested.

- (d) **Landscape Plan.** Landscape plan shall be drawn for each Tract and which plan shall show the following items at a minimum: (i) fencing and hardscape locations, materials specifications and color, (ii) general landscape design, including planting areas and beds, berms, ponds, etc., (iii) irrigation plan and (iv) lighting plan, if applicable.
- (e) **Permits.** All permits required by the City with respect to the proposed improvements.

With the approval of the Architectural Reviewer, the foregoing documents may be submitted electronically to the Architectural Reviewer.

5.04 Non-Liability of Architectural Reviewer. The Architectural Reviewer shall not be liable to any Owner or to any other person for any loss, damage or injury arising out of their being in any way connected with the performance of the Architectural Reviewer's respective duties under this Declaration unless due to the willful misconduct or bad faith of the Architectural Reviewer shall be liable to any Owner due to the construction of any Improvement within the Property or the creation thereby of an obstruction to the view from such Owner's Tract or Tracts. The Architectural Reviewer does not warrant that any improvements conform to the submitted plans and specifications therefor or that the improvements are safe or habitable. No Owner may rely on Architectural Reviewer inspections with respect to the quality or condition of any improvements constructed within the Subdivision. **Approval of plans by the Architectural Reviewer does not constitute any warranty or representation of any kind or character that such plans comply with governmental requirements or good and prudent design, engineering or construction practices. It is the sole and exclusive responsibility of the Owner and its builder to determine and see that such Owner's plans and specifications comply with all such governmental and other requirements and practices.**

ARTICLE VI

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on any recorded plat of any part of the Subdivision. No structure may be erected within such easements and no fence shall be constructed across any such utility easement without the permission of the affected utility providers, except along boundaries of the Tract.

ARTICLE VII

GENERAL PROVISIONS

7.01 Violation of Restrictions and Covenants. If any person or persons violate or attempt to violate any of the restrictions or covenants herein or the other provisions of this Declaration, it is lawful for Declarant, Architectural Reviewer or any Owner to prosecute proceedings at law or in equity against the person violating or attempting to violate any such restriction and covenant and either prevent such person or persons from doing so, or to correct such violation, or to recover damages or other dues for such violation. Failure to enforce any covenant or restriction herein contained in no event is deemed a waiver of the right to do so thereafter against any person who has violated a covenant or expressed an intent to violate a covenant or is in the process of violating a covenant. Invalidation of any one or any part of these restrictions by judgment or Court order in no way affects any of the other provisions or part of provisions which remain in full force and effect. Without limiting the foregoing, Declarant may, from time to time, adopt rules,

policies and regulations to address or to clarify any restrictions or provisions contained in this Declaration and the handling of violations of this Declaration, including, the adoption of a fine policy.

7.02 Right to Enforce. Declarant, the Architectural Reviewer and the Owners shall have the power to enforce the terms and provisions of this Declaration and shall take such action as necessary or desirable to cause such compliance by each Owner. Without limiting the generality of the foregoing and to the extent not prohibited by laws applicable to the Subdivision, Declarant, the Architectural Reviewer and the Owners shall have the power to enforce the terms and provisions of this Declaration and any breach thereof by any one or more of the following means:

- (a) By entry upon any Tract within the Subdivision, after notice of such breach (unless a bonfire emergency exists in which event this right of entry may be exercised without written or oral notice to the Owner in such manner as to avoid any unreasonable or unnecessary interference with the use or enjoyment of the improvements situated on such Tract by the Owner), without liability in trespass or otherwise to Owner for the purpose of enforcement;
- (b) By commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach;
- (c) By levying and collecting, after notice of such breach, reimbursement to the enforcing person for the costs and expenses incurred by the enforcing person, including, but not limited to, pre-litigation attorneys' fees, in connection with the remedy of such breach;
- (d) By levying and collection, after notice of such breach, reasonable and uniformly applied fines and penalties established in advance in the rules and regulations or policies of the Subdivision, from any Owner or Owner for breach of the terms and provisions of this Declaration; or
- (e) By Declarant, the Architectural Reviewer and the Owners taking action to cure or abate such violation and to charge the reasonable costs and expenses incurred with respect thereto, if any, to such violating Owner, plus attorneys' fees incurred with respect to exercising such remedy.

The foregoing remedies are in addition to and do not limit any and all available remedies, at law or in equity, available to Declarant, Architectural Reviewer or other Owners with regard to the enforcement of the terms and provisions of this Declaration and any breach thereof.

7.03 Termination. The covenants, conditions, restrictions and other provisions of this Declaration shall run with the land and are binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date this Declaration is recorded in the Official Public Records of McLennan County, Texas, after which time said covenants, conditions, restrictions and other provisions of this Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument is signed by the Owners of fifty-one percent (51%) of the Tracts and recorded in the Official Public Records of McLennan County, Texas, which instrument terminates this Declaration; provided, however, that no such agreement to terminate this Declaration shall be effective unless made and recorded at least one (1) year in advance of the effective date of such termination; and provided further, however, that so long as Declarant owns a Tract within the Subdivision, no such termination shall be effective without the prior written approval of Declarant which approval shall be in Declarant's sole and absolute discretion.

7.04 Amendment. During the Declarant Control Period, the covenants, conditions,

restrictions and other provisions of this Declaration may be unilaterally modified or amended by Declarant, in Declarant's sole and absolute discretion, and without a vote, the consent or joinder of any Owners or any other person or entity. After the expiration of the Declarant Control Period, this Declaration or any provision hereof or any covenant, condition or restriction contained herein may be modified or amended with the written consent of the Owners of sixty-seven percent (67%) of the Tracts; provided, however, that so long as Declarant owns a Tract within the Subdivision, no such amendment or modification shall be effective without the prior written approval of Declarant which approval shall be in Declarant's sole and absolute discretion. No such modification or amendment is effective until a proper instrument in writing has been executed and acknowledged and filed for record in the Official Public Records of McLennan County, Texas.

7.05 Severability. Invalidation of any one or more of the covenants, restrictions, conditions or charges contained herein by judgment or Court order will not affect the validity of any other covenant, restriction, condition or charge set forth herein, which remain in full force and effect for all purposes.

7.06 Waiver. Notwithstanding any of the above provisions, the Architectural Reviewer is hereby given the authority to waive in writing, any restriction or covenant herein contained, when in the reasonable opinion of the Architectural Reviewer, the proposed waiver will add to the appearance and value of the subject property and to the Subdivision as a whole and will not detract from the appearance or value of other properties in the Subdivision; provided, however, that any such waiver during the Declarant Control Period shall require the written consent and approval of Declarant which approval shall be in Declarant's sole and absolute discretion.

7.07 Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way effect the meaning or interpretation of this Declaration.

7.08 Notices. Any notice required to be given to any Owner or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to the last-known address of the person who appears as Owner on the records of the McLennan County Appraisal District at the time of such mailing.

7.09 Disputes. Disputes or disagreements between Owner with respect to the interpretation or application of the provisions of this Declaration shall be determined by Declarant, but after the Development Period, the Architectural Reviewer, whose determination shall be final and binding upon Owner.

7.10 Assignment of Declarant's Rights. Declarant may assign, in whole or in part, its rights as Declarant by executing and recording in the Official Public Records of McLennan County, Texas, a document assigning such rights. There may be more than one (1) Declarant if Declarant makes a partial assignment of Declarant status. Upon Declarant's assignment of any or all of its rights as Declarant under this Declaration, the assigning Declarant shall automatically, without further acknowledgment or consent of any other party, be fully released and discharged from any obligations accruing under this Declaration after the date of such assignment.

7.11 Reservation of Rights. Declarant hereby reserves for Declarant each and every right, reservation, privilege and exception available or permissible under applicable law for declarants and developers of residential subdivisions, if and to the full extent that such right, privilege or exception is beneficial to or protective of Declarant. If the benefit or protection of applicable law is predicated on an express provision being contained within this Declaration, such provision is hereby incorporated by reference unless Declarant executes an instrument to disavow such benefit or protection.

7.12 Construction. The terms and provisions of this Declaration are to be liberally construed

to give effect to the purposes and intent thereof. All doubts regarding a provision in this Declaration or applicable law, including restrictions on the use or alienability of property, will be resolved in the following order of preferences, regardless of which party seeks enforcement: first, to give effect to Declarant's intent to protect Declarant's interest in the Property; second, to give effect to Declarant's intent to direct the expansion, build-out and sell-out of the Property; third, to give effect to Declarant's intent to control governance of the Subdivision for the maximum permitted period; and finally, to protect the rights of individual Owners.

IN WITNESS WHEREOF, Declarant has caused this Declaration of Protective Covenants, Conditions and Restrictions to be executed effective as of, although not necessarily on, November 30, 2021.

[Remainder of Page Blank; Signature Page Immediately Follows]

DECLARANT:

JZL Holdings, L.P.,
a Texas limited partnership

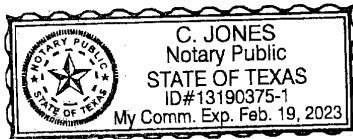
By: JZL Holdings GP, LLC,
a Texas limited liability company,
General Partner

By: *Weldon Ratliff*
Weldon Ratliff,
Manager

STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

This instrument was acknowledged before me on Nov. 30, 2021, by Weldon Ratliff, Manager of JZL Holdings GP, LLC, a Texas limited liability company, General Partner of **JZL Holdings, L.P.**, a Texas limited partnership, on behalf thereof and in the capacity herein stated.

(seal)



C. Jones
Notary Public, State of Texas

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EXHIBIT A**Property**

FIELD NOTES FOR A 327.501 ACRE TRACT OF LAND LOCATED IN THE J.H. MEEK SURVEY, ABSTRACT 587, MCLENNAN COUNTY, TEXAS, AND BEING ALL OF THE CALLED 327.41 ACRE TRACT DESCRIBED IN A DEED TO JZL HOLDINGS, LP, A TEXAS LIMITED PARTNERSHIP, RECORDED UNDER MCLENNAN COUNTY CLERKS DOCUMENT (M.C.C.D.) 2018043672 OF THE OFFICIAL PUBLIC RECORDS OF MCLENNAN COUNTY, TEXAS (O.P.R.M.C.T.). SAID 327.501 ACRE TRACT BEING MORE PARTICULARLY SHOWN HEREON AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT 5/8" IRON ROD WITH FOUND IN THE PRESENTLY OCCUPIED NORTH LINE OF OLD CRAWFORD ROAD (NO DEDICATION FOUND OF RECORD) MARKING THE SOUTHWEST CORNER OF A CALLED 10.01 ACRE TRACT DESCRIBED IN A DEED TO JIMMY R. SIDES AN WIFE, HELEN C. SIDES, RECORDED IN VOLUME 1830, PAGE 534 OF THE DEED RECORDS OF MCLENNAN COUNTY, TEXAS (D.R.M.C.T.) SAME BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 57°26'57" W - 864.44' WITH THE NORTH LINE OF OLD CRAWFORD ROAD TO A 3/8" IRON ROD FOUND IN THE EAST LINE OF A CALLED 10.00 ACRE TRACT DESCRIBED IN A DEED TO DAVID MEYER AND DANEA MEYER, HUSBAND AND WIFE, RECORDED UNDER M.C.C.D. 2003000146 OF THE O.P.R.M.C.T.;

THENCE N 31°35'49" W - 1016.38' WITH THE EAST LINE OF SAID 10.00 ACRE TRACT TO A 1/2" IRON ROD WITH CAP STAMPED "3879" FOUND FOR THE NORTHEAST CORNER OF THE 10.00 ACRE TRACT AND A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 55°49'25" W - 374.93' WITH THE NORTH LINE OF THE 10.00 ACRE TRACT TO A 1/2" IRON ROD WITH CAP STAMPED "3879" FOUND FOR THE NORTHWEST CORNER OF THE 10.00 ACRE TRACT AND A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 22°42'25" E - 359.00' WITH THE WEST LINE OF THE 10.00 ACRE TRACT TO A 1/2" IRON ROD WITH CAP STAMPED "3879" FOUND FOR AN ANGLE POINT IN THE WEST LINE OF THE 10.00 ACRE TRACT AND A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 31°24'36" E - 652.09' CONTINUING WITH THE WEST LINE OF THE 10.00 ACRE TRACT TO A 1/2" IRON ROD WITH CAP STAMPED "3879" FOUND IN THE NORTH LINE OF OLD CRAWFORD ROAD FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 57°19'23" W - 1664.01' WITH THE NORTH LINE OF OLD CRAWFORD ROAD TO A 4" STEEL FENCE CORNER POST FOR THE SOUTHEAST CORNER OF A CALLED 2.14 ACRE TRACT DESCRIBED IN A DEED TO JIMMY WAYNE MEYER AND WIFE, JUANITA MEYER, RECORDED UNDER M.C.C.D. 2017011315 OF THE O.P.R.M.C.T. AND A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 31°38'56" W - 219.94' WITH THE EAST LINE OF SAID 2.14 ACRE TRACT TO A 3/8" IRON ROD FOUND FOR THE NORTHEAST CORNER OF THE 2.14 ACRE TRACT AND A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 57°18'04" W - 721.32' PARTWAY WITH THE NORTH LINE OF SAID 2.14 ACRE TRACT AND PARTWAY WITH THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO DAVID ASHLEY MEYER, RECORDED UNDER M.C.C.D. 2015022988 OF THE O.P.R.M.C.T. TO A 4" STEEL FENCE CORNER POST IN THE PRESENTLY OCCUPIED EAST LINE OF SHILOH CHURCH ROAD (NO FORMAL DEDICATION FOUND OF RECORD) FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED

TRACT;

THENCE N 34°17'04" W - 3814.15' WITH THE EAST LINE OF SHILOH CHURCH ROAD TO A 4" STEEL FENCE CORNER POST FOR THE SOUTHWEST CORNER OF A CALLED 205.5 ACRE TRACT DESCRIBED IN A DEED TO ERVIN GIEBLER AND LAURA BERTIE GIEBLER, RECORDED IN VOLUME 857, PAGE 6 OF THE D.R.M.C.T., SAME BEING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 58°26'05" E - 3634.80' WITH THE SOUTH LINE OF SAID 205.5 ACRE TRACT, SAME BEING THE NORTH LINE OF THE HEREIN DESCRIBED TRACT TO A 6" WOOD FENCE CORNER POST IN THE WEST LINE OF A CALLED 11.1077 ACRE TRACT, DESCRIBED AS TRACT 12 IN A DEED TO STEPHANIE MCDANIEL, RECORDED UNDER M.C.C.D. 2004035484 FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 32°20'20" E - 883.68' PARTWAY WITH TRACT 12 AND PARTWAY WITH A CALLED 9.0674 ACRE TRACT DESCRIBED AS TRACT 13 IN A DEED TO STEPHANIE MCDANIEL, RECORDED UNDER SAID M.C.C.D. 2004035484 OF THE O.P.R.M.C.T. TO A 5/8" IRON ROD FOUND MARKING THE SOUTHWEST CORNER OF TRACT 13 AND AN ANGLE POINT IN THE EAST LINE OF THE HEREIN DESCRIBED TRACT;

THENCE N 58°30'50" E - 213.04' WITH THE SOUTH LINE OF TRACT 13 TO A 3" STEEL FENCE CORNER POST FOR THE NORTHWEST CORNER OF THE ABOVE MENTIONED 10.01 ACRE TRACT AND AN ANGLE POINT IN THE HEREIN DESCRIBED TRACT;

THENCE S 31°37'05" E - 3076.97' WITH THE WEST LINE OF SAID 10.01 ACRE TRACT RETURNING TO THE POINT OF BEGINNING AND CONTAINING 327.501 ACRES OF LAND

EXHIBIT B

Plat

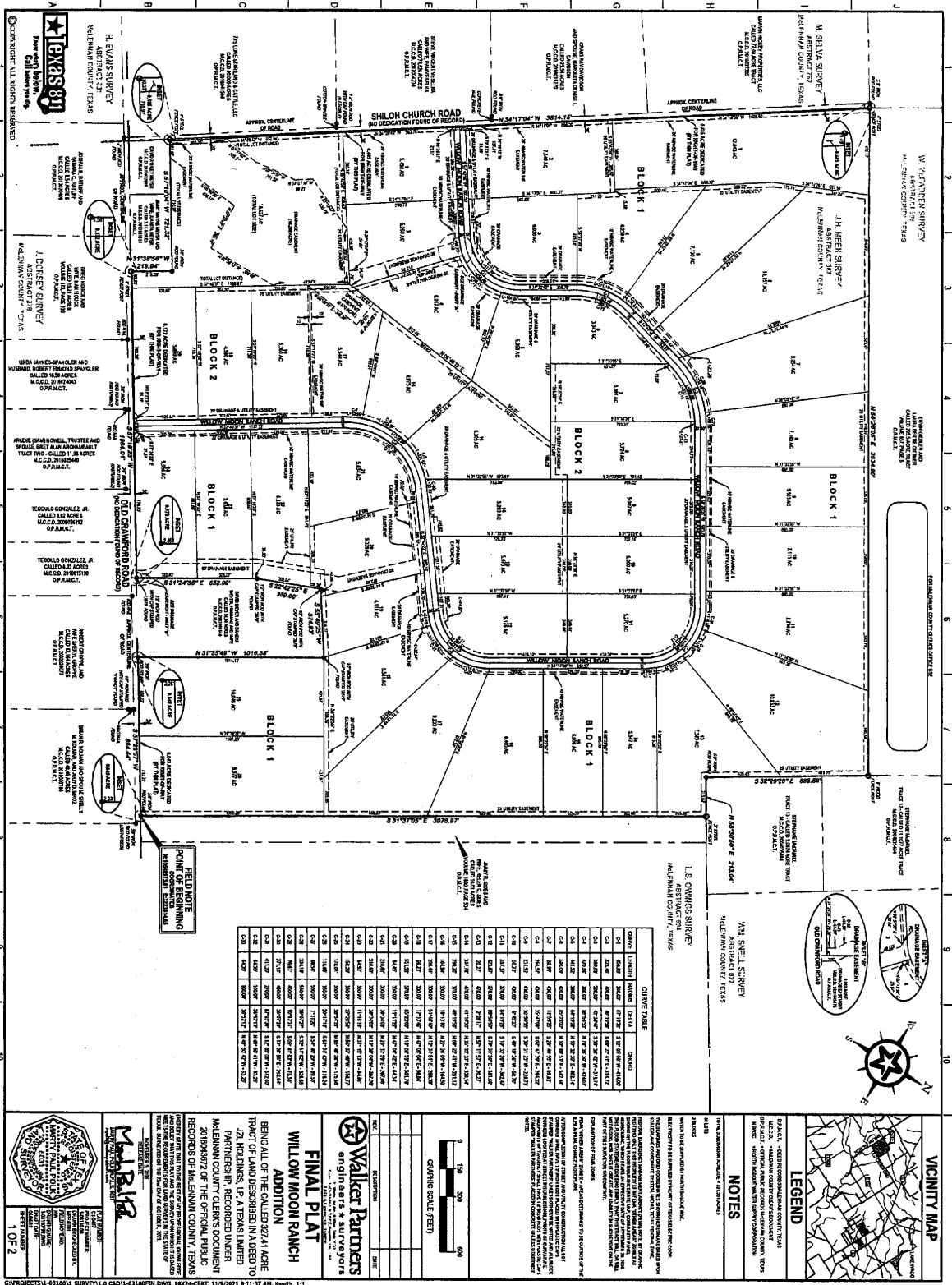


Exhibit B, Page 1 of 4

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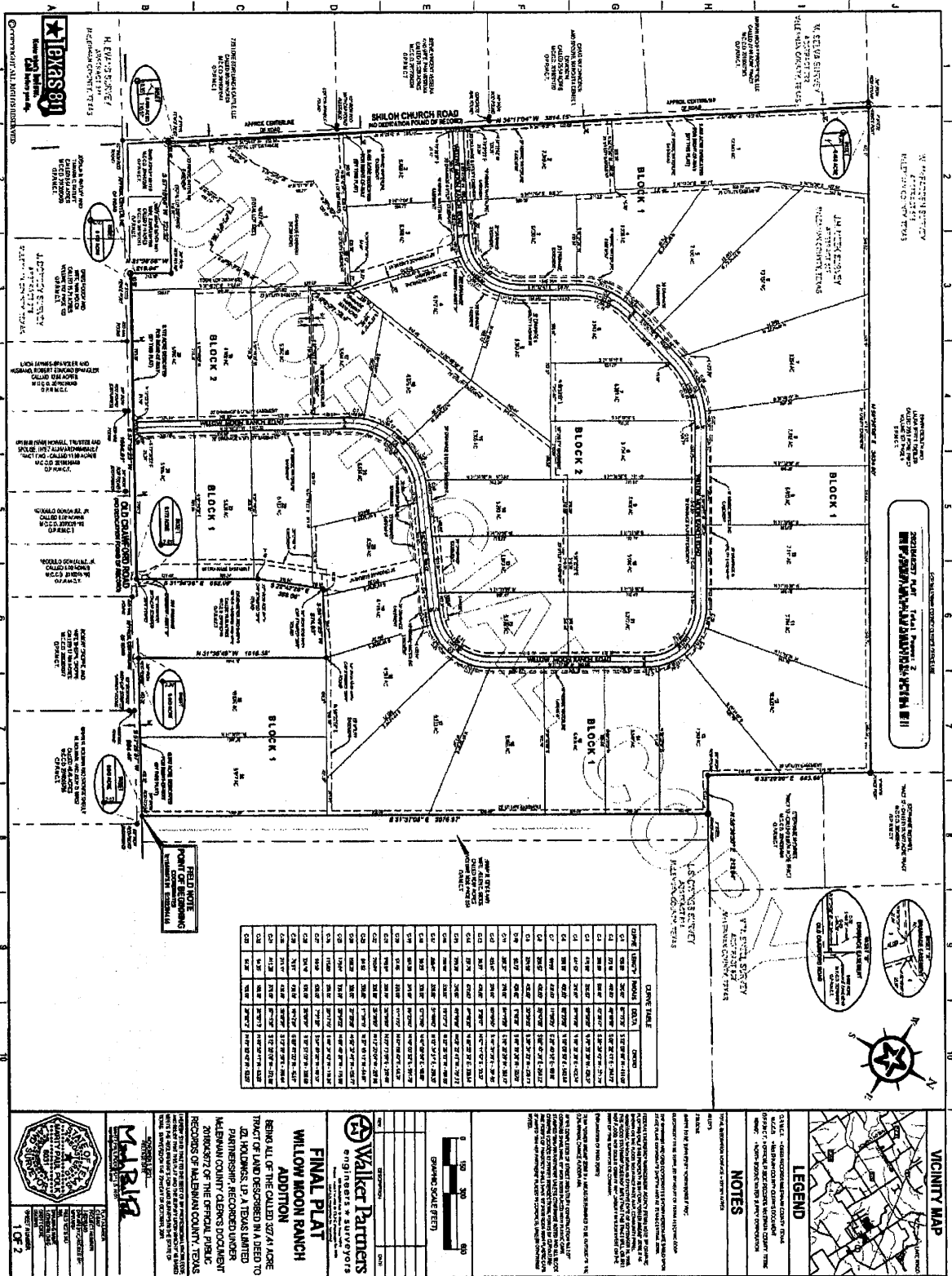


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Exhibit B. Page 4 of 4

FILED AND RECORDED

Instrument Number: 2021048510

Filing and Recording Date: 11/30/2021 10:31:38 AM Pages: 26 Recording Fee:

I hereby certify that this instrument was FILED on the date and time stamped hereon
and RECORDED in the OFFICIAL PUBLIC RECORDS of McLennan County, Texas.



J. A. "Andy" Harwell, County Clerk
McLennan County, Texas

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