

Grayson County
Deana Patterson
County Clerk
Sherman, TX 75090

2026 - 833

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Real Property Recordings

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Record and Return To:

BLUE HILLS DEVELOPMENT
147 LILA BLUE LN
VAN ALSTYNE TX 75495



STATE OF TEXAS
COUNTY OF GRAYSON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Grayson County, Texas.

Deana Patterson
County Clerk
Grayson County, TX

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DECLARATION OF RESTRICTIVE COVENANTS OF BLUE VISTAS PROPERTY OWNERS' ASSOCIATION

VAN ALSTYNE TEXAS

This Declaration of Restrictive Covenants of Blue Vistas Property Owners Association (the "Declaration") is made by BLUE HILLS DEVELOPMENT COMPANY, INC., a Texas corporation (the "Declarant"), and is as follows:

Recitals:

A. Declarant is the present owner of certain real property located in Grayson County, Texas, as more particularly described on Exhibit "A", attached hereto (the "Property").

B. Declarant desires to create a uniform plan for the development, improvement, and sale of the Property and to act as the "Declarant" for all purposes under this Declaration.

C. The Property is made subject to this Declaration upon the recording of this Declaration and shall be governed by and fully subject to the Covenants contained herein throughout the term of the Declaration.

Basic Information

Date: JANUARY 13, 2025

Declarant: BLUE HILLS DEVELOPMENT COMPANY, INC.,
a Texas corporation

Declarant's Address: 147 Lila Blue Lane
Van Alstyne, Texas 75495

Property Owners Association: BLUE VISTAS PROPERTY OWNERS ASSOCIATION, a
Texas nonprofit corporation

Owner's Initials

Owner's Initials

Property Owners Association's Address: 147 Lila Blue Lane
Van Alstyne, Texas 75495

Property: Being, a tract of land situated in the Alexander Zachary Survey, Abstract No. 1398, being part of a 70.35 acre tract and a 39.49 acre tract, as described in Doc. No. 2022-26021 of the Official Public Records of Grayson County, Texas (O.P.R.G.C.T.), and a 1.351 acre tract, as described in Doc. No. 2024-4434 in said Deed Records, and being more fully described in the attached Exhibit "A".

Article 1: Definitions

"ARC" means the Architectural Review Committee established in this Declaration. As more particularly described in Article 5, during the Declarant Period, the Declarant acts as the Reviewer and exercises all rights to approve Improvements within the Subdivision. The ARC will not be formed and has no rights to review and approve Improvements until such rights have been assigned to the Property Owners Association by a written recorded instrument executed by the Declarant, or the Declarant Period has expired or is terminated by a written recorded instrument executed by the Declarant.

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

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

"Bylaws" means the Bylaws of the Property Owners Association.

"Common Area" means all property and facilities within the Subdivision not designated as a Lot on the plat and that the Property Owners Association owns or in which it otherwise holds rights or obligations, including any property or facilities (i) held by the Declarant for the benefit of the Association or its Members or (ii) designated by the Declarant as Common Area in accordance with the Plat. Declarant will convey the Common Area to the Property Owners Association.

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

"Declarant" means BLUE HILLS DEVELOPMENT COMPANY, INC., a Texas corporation and any successor and permitted assigns. Notwithstanding any provision in this Declaration to the contrary, Declarant may, by recorded instrument, assign, in whole or in part, exclusively or non-exclusively, any of its privileges, exemptions, rights, reservations and duties

under this Declaration to any person. Declarant may also, by recorded instrument, permit any other person to participate in whole, in part, exclusively or non-exclusively, in any of Declarant's privileges, exemptions, rights and duties under this Declaration.

"Declarant Period" means the period of time beginning on the date when these Declarations have been Recorded, and ending twenty (20) years thereafter, unless earlier terminated by recorded instrument executed by the Declarant. The Declarant Period is the period of time in which Declarant reserves the right to facilitate the development, construction, and marketing of the Property and the Subdivision, and the right to direct the size, shape, and composition of the Property and the Subdivision. The Declarant Period is for a term of years and does not require that the Declarant own any portion of the Property or the Subdivision.

"Declaration" means this Declaration of Restrictive Covenants of Blue Vistas Property Owners Association, as defined in the preamble.

"Dedictory Instruments" means this Declaration and the Certificate of Formation, Bylaws, and Standards of the ARC, as may be amended from time to time.

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

"Improvement" means any and all physical enhancements and alterations to the Development, including, but not limited to, grading, clearing, removal of trees, site work, utilities, landscaping, irrigation, trails, hardscape, exterior lighting, alteration of drainage flow, drainage facilities, detention/retention ponds, water features, fences, walls, signage, and every structure, fixture, and all appurtenances of every type and kind, whether temporary or permanent in nature, including, but not limited to, buildings, outbuildings, storage sheds, patios, tennis courts, sport courts, recreational facilities, swimming pools, swimming pool safety fences, putting greens, garages, driveways, parking areas and/or facilities, storage buildings, sidewalks, fences, gates, screening walls, retaining walls, stairs, patios, decks, walkways, landscaping, mailboxes, awnings and exterior air conditioning equipment or fixtures.

"Lot" means each tract of land designated as a lot on the Plat, excluding lots that are part of the Common Area.

"Member" means Owner.

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

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

"Renting" means granting the right to occupy and use a Residence or Structure in exchange for consideration.

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

"Reviewer" means the party holding the rights to approve Improvements within the Subdivision and shall be Declarant or its designee until expiration or termination of the Declarant Period. Upon expiration or termination of the Declarant Period, the rights of the Reviewer shall automatically be transferred to the ARC appointed by the Board, as set forth in Section 5.1.

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

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

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

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

Article 2: General Restrictions and Covenants

2.1 Imposition of Covenants

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

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

Owner's Initials

Owner's Initials

(c) Each Owner and occupant of a Lot agrees to comply with the Dedicatory Instruments and agrees that failure to comply may subject him to a fine, an action for amounts due to the Property Owners Association, damages, or injunctive relief.

(d) Compliance with the Dedicatory Instruments is mandatory. However, compliance with the Dedicatory Instruments is not a substitute for compliance with applicable law. Please be advised that the Dedicatory Instruments do not purport to list or describe each requirement, rule, or restriction which may be applicable to a Lot located within the Subdivision. Each Owner is advised to review all encumbrances affecting the use and improvement of their Lot. Furthermore, Owners should not construe an approval by the Reviewer as confirmation that any Improvement complies with the terms and provisions of all encumbrances which may affect the Owner's Lot. The Property Owners Association and each Owner, homebuilder, guest or other user of any portion of the Subdivision must comply with the Dedicatory Instruments and applicable law, as each may be supplemented, modified, or amended from time to time. IN CERTAIN INSTANCES, THE DEDICATORY INSTRUMENTS, AS THE SAME MAY BE AMENDED FROM TIME TO TIME, MAY BE MORE OR LESS RESTRICTIVE THAN THE PROVISIONS OF THE COUNTY ORDINANCES OR OTHER APPLICABLE LAW. IN THE EVENT OF A CONFLICT BETWEEN THE DEDICATORY INSTRUMENTS, COUNTY ORDINANCES, OR OTHER APPLICABLE LAW, THE MOST RESTRICTIVE REQUIREMENT WILL APPLY, EXCEPT IN CIRCUMSTANCES WHERE COMPLIANCE WITH A MORE RESTRICTIVE PROVISION OF THE DEDICATORY INSTRUMENTS WOULD BE ILLEGAL OR UNENFORCEABLE.

2.2 Plat and Easements

(a) All dedications, limitations, restrictions and reservations shown on any Plat and all grants and dedications of Easements, rights-of-way, restrictions and related rights made by Declarant or any third-party prior to any portion of the Property becoming subject to this Declaration are incorporated herein by reference and made a part of this Covenant for all purposes as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant. Declarant reserves the right to relocate, make changes in, and additions to said Easements, rights-of-way, dedications, limitations, reservations and grants for the purpose of developing the Property and the Development.

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

- (c) Declarant is not liable for damage to landscaping or a Structure in an Easement.
- (d) Declarant and each Easement holder may install, maintain, and connect to facilities in the Easements.

2.3 Use and Activities

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

(b) Prohibited Activities. Prohibited activities are:

- i. any activity that is otherwise prohibited by the Dedicatory Instruments;
- ii. any illegal activity;
- iii. any nuisance, noxious, or offensive activity;
- iv. any dumping of rubbish;
- v. any storage of:
 - A. building materials except during the construction or renovation of a Residence or a Structure;
 - B. vehicles, except vehicles in a garage or Structure or operable automobiles on a driveway; vehicles with commercial signage or wraps unless shielded from view of the street; trucks with a capacity in excess of one (1) ton and no vehicle of any size which normally transports flammable or explosive cargo shall be allowed in the Subdivision at any time;
 - C. boats, recreational vehicles, and trailers unless shielded from view of the street;
 - D. unsightly objects unless completely shielded by a Structure;
- vi. any overnight on-street parking;
- vii. installation of any pool equipment or propane storage tanks that are not buried, or shielded from view of the street or neighboring properties;
- viii. any exploration for or extraction of minerals;

- ix. any keeping or raising of animals, livestock, or poultry, except for common domesticated household pets, such as dogs and cats, not to exceed four (4) confined to a fenced yard or within the Residence;
- x. any commercial or professional activity except personal or reasonable business home office use (regular officing of non-household employees is prohibited);
- xi. the drying of clothes in a manner that is visible from any street;
- xii. the display of any sign except—
 - A. not more than one 6' square feet in size, advertising the lot or home for sale and not more than one 3' square in size advertising a garage or yard sale; and
 - B. political signage not prohibited by law or the Dedicatory Instruments;
- xiii. installing, or parking, a mobile home, manufactured home, manufactured housing, motor home, camping trailer, 5th wheel camper, or house trailer on a Lot;
- xiv. moving a previously constructed house onto a Lot;
- xv. failure to adequately plan and execute a proper drainage design, or interfering with a drainage pattern without ARC approval;
- xvi. hunting, shooting and archery;
- xvii. occupying a Structure that does not comply with the ARC construction standards of a Residence , and/or as approved by the Reviewer;
- xviii. renting a Residence or Structure for less than 365 consecutive days or offering, advertising, or make a Residence available for short-term occupancy through any platform, service, or listing (including, without limitation, Airbnb, VRBO, HomeAway, or similar services) for periods of less than 365 consecutive days;
 - A. all leases must be in writing and shall have a minimum term of 365 consecutive days;

- B. each lease shall require the tenant to comply with the Property Owners Association's Dedicatory Instruments;
- C. each Owner remains responsible for all actions of tenants and guests;
- xix. use of any Residence for transient lodging, hotel, motel, boarding house, or bed-and-breakfast purposes;
- xx. allowing a renter, guest, or other person who is a registered sex offender to reside at the Property; and
- xxi. building, moving, installing or occupying any structure that does not have a permanent structural foundation without the prior approval by the Reviewer.

Article 3: Construction and Maintenance Standards

3.1 Lots

- (a) **Consolidation of Lots.** An Owner of adjoining Lots, with Reviewer approval, may consolidate multiple Lots into one site for the construction of a Residence. The Owner shall be solely responsible for all engineering and all other costs required to amend the Plat if required for such Lot consolidation.
- (b) **Subdivision Prohibited.** No Lot may be further subdivided. Notwithstanding the foregoing, the foregoing prohibition of further subdivision of a Lot shall not prohibit the dividing a Lot for the purpose of consolidating three (3) Lots into two (2) Lots.
- (c) **Easements.** No additional easement in a Lot may be granted without approval from the Declarant during the Declarant Period, or the Board after the end of the Declarant Period.
- (d) **Maintenance.** Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition.
- (e) **Builders.** All Builders must be approved by the Reviewer, and must demonstrate to the applicable entity's satisfaction, a history of quality construction of custom homes and must demonstrate successful experience in building and selling homes in the average price per square foot range as those being constructed in the Subdivision. All Builders must submit a portfolio of prior work to the Reviewer as a part of the approval process.

3.2 Residences and Structures

- (a) **Aesthetic Compatibility.** All Residences and Structures must be aesthetically compatible with the Subdivision, as determined solely by the Reviewer.
- (b) **Maximum Height.** The maximum height of a Residence is two (2) stories, except when a walk-out basement is incorporated into a plan, in which case it may be 3 stories.
- (c) **Required Area.** The total area of a one-story Residence, exclusive of porches, garages, or carports, must be at least 3,000 square feet. A two-story residence must have a minimum of 2,000 square feet of air conditioned space, exclusive of porches, garages, and carports on the ground floor. The required area for each floor of a Residence in excess of two stories shall be determined by the Reviewer in its sole discretion in order to maintain a congruent aesthetic to the Subdivision.
- (d) **Location on Lot.** No Residence or Structure may be located in violation of the setback lines shown on the Plat without the prior express written approval of the Reviewer. Each Residence must face the front Lot line but may be angled to maximize views. Orientation must be approved by the Reviewer. All Structures must be located behind the front wall of the Residence. All outbuildings, except garages, must not be readily visible from any street, as determined solely by the Reviewer.
- (e) **Garages.** Each Residence must have attached to the Residence a combination of at least three-car garages, not necessarily contiguous to the others, but containing a minimum of 900 square feet of garage space in the aggregate and accessed by a driveway. Additionally, all detached garages, shops or auxiliary buildings must be of matching architectural style and approved by the Reviewer.
- (f) **Damaged or Destroyed Residences and Structures.** Any Residence or Structure that is damaged must be repaired within a period approved by the Reviewer, and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within ninety (90) days and the Lot restored to a clean and attractive condition, unless prohibited by any governmental authority.
- (g) **Fences, Walls, and Hedges.** No fence, wall, retaining wall or hedge over four (4) feet in height may be located forward of the front wall line of the Residence, unless specifically approved by the Reviewer. Retaining walls, fences, and pathways must be constructed with approved materials and maintain a cohesive appearance within the Subdivision. The design, materials, and color of any fencing is subject to the written approval of the Reviewer.

(h) **Traffic Sight Lines.** No landscaping that obstructs traffic sight lines may be placed on any Lot. The Reviewer and Board shall have the right to remove any landscaping obscuring traffic sight lines that it determines, in its sole discretion, creates a hazardous condition for vehicular or pedestrian traffic.

(i) **Pools.** The design and location of a swimming pool on a Lot shall be subject to the written approval of the Reviewer. All above ground pools are expressly prohibited within the Subdivision. All pools within the Subdivision must be completely enclosed by fencing, being a minimum of four (4) feet high, non-climbable with any horizontal rails on the inside of the pickets, and containing outward swinging, self-closing gates with automatic child-proof safety latch at the top rail. The fencing cannot contain any gaps in which a four (4) inch wide sphere can pass.

3.3 Landscaping. Landscaping and landscape irrigation plans must be made and submitted within thirty (30) days of the initial building plans submitted to the Reviewer. Landscape plans must include details such as plant selection, size, layout, hardscaping elements, and irrigation methods, as well as a general estimate of the financial costs for such Improvements. The Reviewer reserves the right to deny or request modifications to plans that do not align with Subdivision guidelines or aesthetic standards. All landscaping and irrigation to be installed pursuant to the Reviewer approved plans shall be installed prior to occupancy of the dwelling Structure on the Lot. Owners may apply for extensions to the required landscape installation time deadline due to adverse weather events, material or labor shortages, or other causes beyond the reasonable control of the Owner, but such extension must be granted by the Reviewer in writing prior to such Owner's occupancy of a dwelling on the Lot. The minimum landscaping shall be defined as the plan submitted and approved by the Reviewer at the time of Reviewer's approval for the Residence to be constructed. Any unauthorized landscaping changes may be subject to removal at the Owner's expense.

3.4 Building Materials for Residences and Structures

(a) **Roofs.** Only composition, tile, or metal roofs may be used on Residences and Structures, unless otherwise approved by the Reviewer. All roof stacks must be painted to match the roof color. All composition shingles shall have a minimum 30-year life. All vent pipes penetrating the roof shall be located on the side or back of the Residence and shall not be readily visible from the street.

(b) **Air Conditioning.** Window-or wall-type air conditioners may not be used in any structure located on a Lot without Reviewer's prior written approval.

(c) **Exterior Walls.** All Residences must have at least seventy-five (75%) percent of their exterior walls constructed of masonry, stucco, or stone, excluding Hardi type cementitious materials, or other engineered wood products. Any deviation from these

standards shall require specific approval from the Reviewer. All chimneys shall be constructed with stone, masonry or stucco on the exterior surface. Specifically allowed on chimneys are split brick, split stone, or quality faux stone, if acceptable to the Reviewer.

(d) Color Changes. No change to the color of the exterior walls, trim, or roof of a Residence will be permitted, unless approved prior to implementation by Owner, approved by the Reviewer.

(e) Driveways and Sidewalks. All driveways and sidewalks must be surfaced with concrete, unless otherwise approved by the Reviewer. Driveways and sidewalks may be surfaced with concrete, pavers, gravel, or rock if approved by Reviewer. Any driveways with gravel or rock shall have a 4" minimum sub-grade of crushed concrete, supported by minimum 4" width x 8" deep curb, and contained with a minimum of a 4" wide x 8" deep concrete border (3" in the ground, 5" above grade). Metal edging for gravel or rock is specifically prohibited.

3.5 Trash Collection. Except for when being placed on the street for collection, all trash receptacles must be shielded from view of the street. All Owners shall be required to use the waste management service company procured by the Property Owners Association for the whole Property, which such services may be either billed as a part of the Assessment or directly to the waste management service provider, as determined by the Declarant or Board in its sole and absolute discretion.

3.6 Time for construction. All construction must be commenced within twelve (12) months from an Owner's closing on the Lot, and such construction must be completed within eighteen (18) months from the Owner's commencement of construction. Any further construction period must be approved by the Reviewer.

3.7 Declarant's Repurchase Option. If the Owner of any Lot fails to commence vertical construction of a residential dwelling on such Lot within time period required under Section 3.6 above, or within such other time period as may be specified in a written agreement between the Declarant and the Owner, the Declarant shall have the right, but not the obligation, to repurchase the Lot. Such repurchase shall be exercised by written notice delivered to the Owner at the address of record and shall be completed within sixty (60) days of such notice. The repurchase price shall be equal to the original purchase price paid by the Owner to the Declarant, less any costs incurred by the Declarant in connection with the repurchase, including but not limited to legal fees, title fees, and unpaid assessments. The Owner shall cooperate in good faith to execute all documents necessary to effectuate the transfer of title back to the Declarant. This right of repurchase shall run with the title to the Lot and shall be binding upon all successors and assigns of the Owner.

Article 4: Property Owners Association

4.1 Establishment and Governance. The Property Owners Association is established by filing its Certificate of Formation and is governed by the Certificate of Formation, the Declaration, and the Bylaws. The Property Owners Association shall be a non-profit corporation created for the purposes, charged with the duties, and vested with the powers of a Texas non-profit corporation. Neither the Certificate of Formation nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Covenant. Unless expressly provided in the Dedicatory Instruments, the Property Owners Association acts through a majority of the Board. Certain acts and activities of the Property Owners Association and the Board must be approved by the Declarant during the Development Period. If Declarant approval is required, Declarant's approval must be evidenced in writing.

4.2 Mandatory Membership. Any person or entity, upon becoming an Owner, shall automatically become a Member of the Property Owners Association. Membership shall be appurtenant to and shall run with the ownership of the Lot that qualifies the Owner thereof for membership, and membership may not be severed from the ownership of the Lot, or in any way transferred, pledged, mortgaged or alienated, except together with the title to such Lot. Within thirty (30) days after acquiring legal title to a Lot, if requested by the Declarant or Board, an Owner must provide the Property Owners Association with: (i) a copy of the recorded deed by which the Owner has acquired title to the Lot; (ii) the Owner's address, email address, phone number, and driver's license number, if any; (iii) any Mortgagee's name and address; and (iv) the name, phone number, and email address of any occupant other than the Owner.

4.3 Governance. As more specifically described in the Bylaws, the Board will initially consist of five (5) individuals elected at the annual meeting of the Property Owners Association, or at a special meeting called for such purpose. At no time shall the total members of the Board be less than three (3) in number. **Notwithstanding the foregoing provision or any provision in this Declaration to the contrary, until the earlier of (i) one hundred-twenty (120) days after seventy-five (75%) of the Lots have been sold to non-Declarant Owners or (ii) the tenth (10th) anniversary of the date this Declaration is recorded, Declarant shall have the sole right to appoint and remove all members of the Board. After the earlier of (i) one hundred-twenty (120) days after seventy-five (75%) of the Lots have been sold to non-Declarant Owners or (ii) the tenth (10th) anniversary of the date this Declaration is recorded, or sooner as determined by Declarant, the Board shall hold a meeting of the Members of the Association for the purpose of electing one-third (rounded down to the nearest whole number) of the Board (the "Initial Member Election Meeting"). At such meeting, the Board member(s) may only be elected by Owners other than the Declarant. Declarant shall continue to have the sole right to appoint and remove two-thirds (2/3) of the Board from and after the Initial Member Election Meeting until expiration or termination of the Declarant Period.**

4.4 Voting Allocation. The number of votes which may be cast to elect members to the Board (except as provided by Section 4.3 above), and on all other matters the Members may vote on shall be calculated as set forth below.

(a) Lots. Each Owner of a Lot shall be allocated one (1) vote for each Lot so owned. In the event of the consolidation of two (2) or more Lots for purposes of construction of a single residence thereon, the voting rights and Assessments will continue to be determined according to the number of original Lots contained in such consolidated Lot. Nothing in this Declaration shall be construed as authorization for any re-subdivision of any Lots, and consolidation of Lots are subject to the conditions and restrictions of the Reviewer as detailed herein.

(b) Declarant. In addition to the votes to which Declarant is entitled by reason of Section 4.4(a), for every one (1) vote outstanding in favor of any other person or entity, Declarant shall have three (3) additional votes until the expiration or termination of the Declarant Period. Declarant may cast votes allocated to the Declarant pursuant to this Section 4.4(b) and shall be considered a Member for the purpose of casting such votes and need not own any portion of the Development as a pre-condition to exercising such votes.

(c) Co-Owners. If there is more than one Owner of a Lot, the vote for such Lot shall be exercised as the co-Owners holding a Majority of the ownership interest in the Lot determine among themselves and advise the secretary of the Property Owners Association in writing prior to the close of balloting. Any co-Owner may cast the vote for the Lot and majority agreement shall be conclusively presumed unless another co-Owner of the Lot protests promptly to the president of the Board or other person presiding over the meeting or the balloting, in the case of a vote taken outside of a meeting. In the absence of a majority agreement, and if the vote is cast differently by co-Owners on a matter, the voting interest will be split proportionately between each co-Owner (e.g., if there are two co-Owners of a Lot which has been allocated one vote, each co-Owner will be allocated one-half (1/2) vote). If there are more than two co-Owners and the vote is not evenly split between co-Owners, the vote of a majority of the co-Owners will prevail for purpose of the matter to which the vote applies. In no event shall the vote for such Lot exceed the total votes to which such Lot is otherwise entitled pursuant to Section 4.4(a).

4.5 Powers. The Property Owners Association has the powers of a nonprofit corporation and a property owners association under the Texas Business Organizations Code, the Texas Property Code, and the Dedicatory Instruments. It shall further have the power to do and perform any and all acts that may be necessary or proper, for or incidental to, the exercise of any of the express powers granted to it under applicable law or this Declaration. Without in any way limiting the

generality of the two preceding sentences, the Board, acting on behalf of the Property Owners Association, shall have the following powers at all times:

- (a) **Rules.** To make, establish and promulgate, and in its discretion to amend from time to time, or repeal and re-enact, rules, policies, the Bylaws, and any Subdivision guidelines, as applicable, which are not in conflict with this Declaration, as the Board deems proper, covering any and all aspects of the Subdivision (including the operation, maintenance and preservation thereof) or the Property Owners Association. During the Declarant Period, the Declarant must approve rules or policies the Board proposes, as well as the Bylaws and any Subdivision guidelines, and any modifications thereto. The Board may only adopt rules that do not conflict with any applicable laws or the Dedicatory Instruments. On request, Owners will be provided a copy of any rules so adopted by the Board.
- (b) **Insurance.** To obtain and maintain in effect, policies of insurance that, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Property Owners Association's functions.
- (c) **Records.** To keep books and records of the Property Owners Association's affairs, and to make such books and records, together with current copies of the Dedicatory Instruments available for inspection by the Owners, mortgagees, and insurers or guarantors of any mortgage upon request during normal business hours in accordance with applicable law.
- (d) **Assessments.** To levy and collect Assessments and to determine the amounts of Assessments, as provided in Article 6 below.
- (e) **Right of Entry and Enforcement.** To enter at any time without notice in an emergency (or in the case of a non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner, upon any Lot and into any Improvement thereon for the purpose of enforcing the Dedicatory Instruments or for the purpose of maintaining or repairing any area, Improvement, or other facility, or for removing any item necessary to conform to the Dedicatory Instruments. The expense the Property Owners Association incurs in connection with the entry upon any Lot and the removal or maintenance and repair work conducted therefrom, thereon, or therein shall be a personal obligation of the Owner of the Lot so entered, shall be deemed an Individual Assessment against such Lot, shall be secured by a lien upon such Lot, and shall be enforced in the same manner and to the same extent as provided in Article 6 hereof for Assessments. The Property Owners Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Dedicatory Instruments. The

Property Owners Association is also authorized to settle claims, enforce liens, and take all such action as it may deem necessary or expedient to enforce the Dedicatory Instruments; provided, however, that the Board shall never be authorized to expend any Property Owners Association funds for the purpose of bringing suit against Declarant, or its successors or assigns. EACH OWNER AND OCCUPANT HEREBY RELEASES AND HOLDS HARMLESS THE PROPERTY OWNERS ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE PROPERTY OWNERS ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS ARTICLE (INCLUDING ANY COST, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE PROPERTY OWNERS ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT TO THE EXTENT SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE PROPERTY OWNERS ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE, OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

(f) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Property Owners Association.

(g) Conveyances. To grant and convey to any person or entity the real property and/or other interest, including fee title, leasehold estates, easements, rights-of-way or mortgages, out of, in, on, over, or under any Common Area. During the Declarant Period, the Declarant must approve any grant or conveyance under this Section. In addition, the Property Owners Association (with the advance written approval of the Declarant during the Declarant Period) and the Declarant are each expressly authorized and permitted to convey easements over and across Common Area for the benefit of property not otherwise subject to the terms and provisions of this Declaration.

(h) Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or assessments that the Property Owners Association or the Board is required or permitted to secure or to pay for pursuant to applicable law or under the terms of the Dedicatory Instruments or as determined by the Board.

(i) Construction on Common Area and Special Common Area. To construct new Improvements or additions to Common Area, subject to the approval of the Declarant during the Declarant Period.

(j) **Authority with Respect to the Dedicatory Instruments.** To do any act, thing or deed that is necessary or desirable, in the judgment of the Board, to implement, administer or enforce any of the Dedicatory Instruments. Any decision by the Board to delay or defer the exercise of the power and authority granted under this Section shall not subsequently in any way limit, impair or affect ability of the Board to exercise such power and authority.

(k) **Membership Privileges.** To establish rules governing and limiting the use of the Common Area and any Improvements thereon as well as the use, maintenance, and enjoyment of the Lots. During the Declarant Period, the Declarant must approve all rules governing and limiting the use of the Common Area, and any Improvements thereon.

Article 5: Architectural Review Committee

5.1 Establishment.

(a) **Purpose.** The ARC is established as a committee of the Property Owners Association to assist the Property Owners Association in ensuring that all Residences, Structures, and landscaping within the Subdivision are aesthetically compatible and conform to the Dedicatory Instruments.

(b) **Architectural Control By Declarant.** During the Declarant Period, none of the Property Owners Association, the Board, or any committee appointed by the Property Owners Association or Board (no matter how the committee is named) may involve itself with the approval of any Improvements. Until expiration of the Declarant Period, the Reviewer for Improvements is Declarant or its designee. No Improvement the Declarant constructs or causes to be constructed shall be subject to the terms and provisions of this Article or approval by the Reviewer.

- i. **Declarant's Rights Reserved.** Each Owner, by accepting an interest in or title to a Lot, whether or not it is so expressed in the instrument of conveyance, covenants and agrees that during the Declarant Period no Improvements shall be started or progressed without the prior written approval of the Reviewer, which approval may be granted or withheld at Declarant's sole discretion. In reviewing and acting on an application for approval, Declarant may act solely in its self-interest and owes no duty to any other person or any organization. Declarant may designate in writing one or more persons from time to time to act on its behalf in reviewing and responding to applications.
- ii. **Delegation by Declarant.** During the Declarant Period, Declarant may from time to time, but is not obligated to, delegate all or a portion of its reserved rights under this Article 5 to a committee comprised of architects, engineers, or other persons who may or may not be members of the Property Owners Association or to an architectural control committee appointed by the Board. Any such delegation shall be in writing and shall specify the scope

of delegated responsibilities. Any such delegation is at all times subject to the unilateral rights of Declarant to: (i) revoke such delegation at any time and reassume jurisdiction over the matters previously delegated until expiration of the Declarant Period; and (ii) to veto any decision which Declarant in its sole discretion determines to be inappropriate or inadvisable for any reason. The Declarant is not responsible for: (a) errors in or omissions from the plans and specifications submitted to the Reviewer; (b) supervising construction for the Owner's compliance with approved plans and specifications; or (c) the compliance of the Owner's plans and specifications with applicable laws.

(c) **Architectural Control by Property Owners Association.** Until such time as Declarant delegates all or a portion of its reserved rights to the Board, or the Development Period is terminated or expires, the Property Owners Association has no jurisdiction over architectural matters. On termination or expiration of the Declarant Period, or earlier if delegated in writing by Declarant, the Property Owners Association, acting through an architectural review committee (the "ARC") shall assume jurisdiction over architectural control and shall have the powers of the Reviewer hereunder.

(d) **Members.** The ARC consists of three (3) persons appointed by the Declarant during the Declarant Period and thereafter by the Board. The members of the ARC shall not be:

- i. a current member of the Board;
- ii. the spouse of a current member of the Board; or
- iii. a person residing in the household of a current member of the Board.

(e) The Declarant and/or the Board may remove or replace an ARC member at any time.

(f) **Term.** ARC members serve until removed or replaced by the Declarant or the Board or they resign.

(g) **Limits on Liability.** Following the Declarant Period, the ARC has sole discretion with respect to taste, design, and all standards specified by this Declaration. The members of the ARC have no liability for the ARC's decisions made in good faith, and which are not arbitrary or capricious. The ARC is not responsible for: (i) errors in or omissions from the plans and specifications submitted to the ARC; (ii) supervising construction for the Owner's compliance with approved plans and specifications; or (iii) the compliance of the Owner's plans and specifications with applicable law.

(h) **Release.** EACH OWNER, BY ACCEPTING TITLE TO ALL OR ANY PORTION OF THE PROPERTY, HEREBY RELEASES AND HOLDS HARMLESS THE DECLARANT AND ITS AFFILIATES, THE REVIEWER, PROPERTY OWNERS ASSOCIATION AND THEIR RESPECTIVE OFFICERS, DIRECTORS, COMMITTEE MEMBERS, PARTNERS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS,

DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE REVIEWER'S ACTS OR ACTIVITIES UNDER THIS DECLARATION.

(i) Standards. Subject to Declarant or Board approval, as the case may be, the ARC may adopt Standards to carry out its purpose. On request, Owners will be provided a copy of any Standards.

5.2 Plan Review.

(a) Required Review by Reviewer. No Residence or Structure may be erected on any Lot, or the exterior altered, unless complete plans, specifications, and any other documents requested by the Reviewer have been submitted to and approved by the Reviewer. The plans and specifications may be required to show exterior design, height, building materials, colors, and textures of materials and paint colors, location of the Residence and Structures depicted horizontally and vertically, and the general plan of landscaping, all in the form and detail the Reviewer may require.

(b) Procedures.

- i. Complete Submission. Within Ten (10) days after the submission of plans and specifications by an Owner, the ARC must notify the submitting Owner of any other documents or information required by the ARC. In the absence of timely notice from the ARC requesting additional documents or other information, the submission is deemed complete.
- ii. Failure to Act. If the Reviewer fails to give notice of disapproval of the plans and specifications to the submitting Owner within thirty (30) days after complete submission, the submitted plans and specifications shall be deemed disapproved.
- iii. Appeal. The determination by the Declarant during the Declarant period, and thereafter by the Board, is final.
- iv. Records. The ARC will maintain written records of all Standards and requests submitted to it and of all actions taken. Any Owner may inspect the records of the ARC but no Owner may inspect or copy the interior floor plan or security system design of any other Owner.
- v. No Liability. The Property Owners Association, the Board, the Reviewer, the ARC, and their members will not be liable to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any request.

Article 6: Assessments

6.1 Authority. The Property Owners Association may levy Assessments to promote the recreation, health, safety, and welfare of the residents in the Subdivision, to fund operating expenses of the Property Owners Association, and to improve and maintain the Common Areas.

6.2 Personal Obligation. An Assessment is a personal obligation of each Owner when the Assessment accrues. No Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Lot will be obligated to pay interest on the amount of the Assessment at the lesser of eighteen percent (18.0%) or highest rate allowed by applicable usury laws then in effect at the time of the Assessment from the due date thereof.

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

6.4 Commencement. A Lot becomes subject to Assessments on conveyance of the Lot by Declarant.

6.5 Regular Assessments.

(a) Rate. Regular Assessments are levied by the Board, annually, to fund the anticipated operating and maintenance expenses of the Property Owners Association. Until changed by the Board, the Regular Assessment is \$750.00 per Lot per year, inclusive of such portion designated for the Reserve Fund (as defined below).

(b) Changes to Regular Assessments. Regular Assessments may be changed annually by the Board. Written notice of the Regular Assessment will be sent to every Owner at least thirty days before its effective date. Except for amounts for the replenishment of Reserve Fund as provided in Section 6.6 below, the Regular Assessment may not be increased by more than five percent (5.0%) over the prior year's Regular Assessment amount without the vote of 60.0% of the Members.

(c) Collections. Regular Assessments will be collected annually in advance, payable on the tenth (10) day of January of each year.

6.6 Reserve Fund. To ensure the long-term financial stability of the Property Owners Association and to provide for the repair, replacement, and maintenance of Common Areas and other Property Owners Association maintained assets, the Property Owners Association shall establish and maintain a "Reserve Fund." This fund shall be used exclusively for capital

expenditures and deferred maintenance, including but not limited to roofing, paving, structural repairs, and major equipment replacement. The Declarant during the Declarant Period, and thereafter the Board, shall annually determine the amount necessary to adequately fund the Reserve Fund based on a reserve study or other reasonable financial analysis. Each Owner shall be obligated to pay assessments levied for the purpose of funding the Reserve Fund, which shall be included as part of the Regular Assessments. Reserve Fund assessments shall be allocated among the Lots in accordance with the assessment formula set forth in these Declarations. Failure to pay such assessments shall subject the Owner to the same enforcement procedures and remedies applicable to other assessments, including liens, late fees, interest, and legal action. The Reserve Fund shall be maintained in a separate account and shall not be commingled with the Association's operating funds. The Board may invest Reserve Fund monies in accordance with prudent investment practices, subject to any limitations imposed by law or these Declarations.

6.7 Special Assessments. In addition to the Regular Assessments, the Board may levy Special Assessments for the purpose of funding the cost of any construction, reconstruction, repair, or replacement of any capital improvement on the Common Area or for any other purpose benefiting the Subdivision but requiring funds exceeding those available from the Regular Assessments. Special Assessments must be approved by a two-thirds vote at a meeting of the Members in accordance with the Bylaws. Written notice of the terms of the Special Assessment will be sent to every Owner.

6.8 Individual Assessments. In addition to any other Assessments, the Board may levy an individual assessment (the "Individual Assessment") against an Owner and the Owner's Lot, which may include, but is not limited to: (i) interest, late charges, and collection costs on delinquent Assessments; (ii) reimbursement for costs incurred in bringing an Owner or the Owner's Lot into compliance with the Dedicatory Instruments; (iii) fines for violations of the Dedicatory Instruments; (iv) transfer-related fees and resale certificate fees; (v) fees for estoppel letters and project documents; (vi) insurance deductibles; (vii) reimbursement for damage or waste caused by willful or negligent acts of the Owner, the Owner's guests, invitees or occupants of the Owner's Lot; (viii) common expenses that benefit fewer than all of the Lots within the Subdivision, which may be assessed according to benefit received; (ix) fees or charges levied against the Property Owners Association on a per-Lot basis; and (x) "pass through" expenses for services to Lots or provided through the Property Owners Association and which are paid by each Lot.

6.9 Exempt Property. The following area within the Development shall be exempt from the Assessments provided for in this Article:

- (a) All area dedicated to and accepted by a governmental entity;
- (b) The Common Area; and

- (c) Any portion of the Property or Subdivision owned by Declarant.

6.10 Fines. The Board may levy a fine against an Owner for a violation of the Dedicatory Instruments as permitted by law. All such fines shall be preceded by a written warning providing the violating Owner thirty (30) days in order to cure the violation on such Owner's first offense for a violation of such nature.

- (a) Definitions:

- i. "Violation" means any act or omission contrary to the Dedicatory Instruments, any Board resolutions, or duly adopted rules.
- ii. "Continuing Violation" means a violation that remains uncorrected after the cure period or recurs daily (e.g., prohibited parking, unauthorized exterior modification).
- iii. "Repeat Violation" means a subsequent violation of the same provision within twelve (12) months of a prior final enforcement action for that provision.

- (b) Due Process; Notice and Hearing.

- i. Initial Notice. Upon identifying a Violation, the Property Owners Association shall send written notice (the "Initial Notice") to the Owner (and, if applicable, the occupant or tenant) describing: (i) the nature, date, and location of the Violation, (ii) the specific Dedicatory Instrument provisions implicated, (iii) the required corrective action and cure period; and (iv) the proposed fine, if not cured.
- ii. Cure Period. Except for Emergency Violations (defined below), the Owner shall have a cure period of not less than thirty (30) days from the notice date to correct the Violation.
- iii. Hearing. The Owner shall have the right to a hearing before the Board (or hearing panel) if requested in writing within ten (10) days of the Initial Notice. At the hearing, the Owner may present evidence, call witnesses, and be represented. The Board shall issue a written decision within ten (10) days after the hearing.
- iv. Final Notice. If the Violation is not cured within the cure period (or if the Board finds a Violation after hearing), the Property Owners Association may issue a "Final Notice" imposing fines and other remedies.

(c) **Fine Schedule.** Unless otherwise specified by Board resolution, the following “Fine Schedule” applies:

- i. **Minor Violations** (e.g., trash receptacle visibility; minor landscaping noncompliance, parking violations; noise; improper signage; unauthorized but reversible exterior changes):
 - A. **First Occurrence:** \$50 per incident
 - B. **Continuing/Recurrence:** \$25 per day after cure period
 - C. **Repeat Violation:** \$200 per incident; \$100 per day after cure period
- ii. **Major Violations** (e.g., prohibited construction; safety hazards; material covenant breaches; listing or renting a Residence for short-term rental):
 - A. **First Occurrence:** \$250 per incident
 - B. **Continuing/Recurrence:** \$150 per day after cure period
 - C. **Repeat Violation:** \$500 per incident; \$250 per day after cure period
- iii. **Maximums and Caps.** No more than \$5,000 in aggregate fines may accrue for any single Continuing Violation absent Board escalation under Section (c)iv.
- iv. **Escalation.** For egregious, willful, or health/safety Violations, the Board may escalate fines up to the maximum allowed by law after providing written justification and an additional hearing opportunity.

(d) **Emergency Violations.** If a Violation presents an immediate risk to health, safety, or property, the Association may:

- i. **Impose an immediate fine** of up to \$250, subject to review at a hearing upon request;
- ii. **Take reasonable corrective action** (e.g., remove hazardous items) at the Owner’s expense; and
- iii. **Shorten or waive the cure period** where legally permissible.

(e) **Costs of Enforcement.** Owners are liable for reasonable costs incurred by the Property Owners Association in enforcement, including, where permitted by law and

Dedicatory Instruments, attorney's fees, inspection fees, postage/courier, and costs to correct Violations.

(f) **Lien; Collection.** Unpaid fines and enforcement costs shall be collectible as Assessments to the fullest extent allowed by law and the Dedicatory Instruments. The Property Owners Association may record a lien for unpaid amounts, charge interest at the rate applicable to Assessments, and pursue collection, including suit and foreclosure, subject to statutory prerequisites.

(g) **Non Exclusive Remedies.** Fines are in addition to, and not in lieu of, other remedies (injunctive relief, self help where permitted, suspension, ADR/mediation).

(h) **Publication; Rule Integration.** At any time following the recording of this Declaration, the Board may publish a current Fine Schedule by resolution and may further classify Violations (Minor/Major) by rule. Changes are effective upon notice to Owners and shall apply prospectively.

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

6.12 **Delinquent Assessments.** Any Assessment not paid within thirty (30) days after it is due is delinquent.

Article 7: Remedial Rights

7.1 **Late Charges and Interest.** A late charge of ten (10.0%) percent of the delinquent amount is assessed for delinquent payments. Delinquent Assessments accrue interest at the rate of eighteen (18.0%) percent per year. The Board may change the late charge and/or the interest rate.

7.2 **Costs, Attorney's Fees, and Expenses.** If the Property Owners Association complies with all applicable notice requirements, an Owner is liable to the Property Owners Association for all costs and reasonable attorney's fees incurred by the Property Owners Association in collecting delinquent Assessments, foreclosing the Property Owners Association's lien, and enforcing the Dedicatory Instruments.

7.3 **Judicial Enforcement.** The Property Owners Association may bring an action against an Owner to collect delinquent Assessments or foreclose the Property Owners Association's lien. The Property Owners Association or any Owner may bring an action to enforce or enjoin a violation of the Dedicatory Instruments. The non-prevailing party is liable to the prevailing party for all costs and reasonable attorney's fees incurred by the prevailing party.

7.4 Remedy of Violations. The Property Owners Association may levy a fine against an Owner for a violation of the Dedicatory Instruments as provided in Section 6.10 above.

7.5 Suspension of Rights. If an Owner violates the Dedicatory Instruments, the Property Owners Association may suspend the Owner's rights under the Dedicatory Instruments in accordance with law.

7.6 Damage to Property. An Owner is liable to the Property Owners Association for damage to Common Areas caused by the Owner or the Owner's family, guests, agents, independent contractors, and invitees in accordance with law.

Article 8: Common Area

8.1 Common Area Easements. Each Owner has an easement in and to the Common Area, subject to the right of the Property Owners Association to:

- (a) suspend an Owner's rights to use a Common Area under the Dedicatory Instruments;
- (b) grant an easement approved by the Board over the Common Area for utility, drainage, or other purposes; and
- (c) dedicate or convey any of the Common Area for public purposes, on approval by a vote of two-thirds of the Members at a meeting held in accordance with the Bylaws.

8.2 Permitted Users. An Owner's right to use and enjoy the Common Area extends to the Owner's family, guests, agents, and invitees, subject to the Dedicatory Instruments.

8.3 Unauthorized Improvements in Common Area. An Owner may not erect or alter any Structure on, or clear, landscape, or disturb, any Common Area except as approved by the Declarant or Board.

Article 9: General Provisions

9.1 Term. This Declaration runs with the land and is binding for a term ending twenty (20) years after the initial recording of this Declaration. Thereafter this Declaration automatically continues for successive terms of ten (10) years each, unless within two (2) months before the end of a term, two-thirds of the Members at a meeting held in accordance with the Bylaws elect to modify, or not to extend the term.

9.2 No Waiver. Failure by the Property Owners Association or an Owner to enforce the Dedicatory Instruments is not a waiver.

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

9.4 Amendment. This Declaration may be amended at any time by vote of two-thirds of Owners entitled to vote on the amendment. An instrument containing the approved amendment will be signed by the Property Owners Association and recorded.

9.5 Conflict. This Declaration controls over the other Dedicatory Instruments.

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

9.7 Notices. All notices must be in writing and must be given as required or permitted by the Dedicatory Instruments or by law. Notice by mail is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed (a) to a Member, at the Member's last known address according to the Property Owners Association's records, and (b) to the Property Owners Association, the Board, the ARC, or a managing agent at the Property Owners Association's principal office or another address designated in a notice to the Members. Unless otherwise required by law or the Dedicatory Instruments, actual notice, however delivered, is sufficient.

9.8 Annexation of Additional Property. During the Declarant Period and at its sole discretion, Declarant may, at any time and from time to time, add additional real property into the jurisdiction of the Property Owners Association, subjecting such property to the provisions of these Declarations. Such annexation may occur in one or more phases and shall be accomplished by recording a Supplementary Declaration in the Official Public Records of Grayson County, Texas, which shall describe the property being annexed and may include additional covenants, conditions, and restrictions applicable to the annexed property. Upon recordation of the Supplementary Declaration, the annexed property shall become part of the "Property" and the owners of Lots within such property shall automatically become Members of the Property Owners Association, subject to all rights, obligations, and assessments as set forth herein. No consent of existing Members shall be required for such annexation, provided the annexed property is intended for residential use and is compatible with the overall scheme of development.

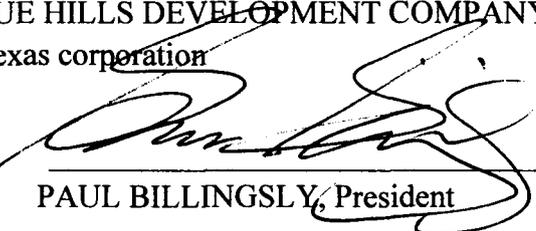
9.9 On written approval of the Board and not less than two-thirds of the Members at a meeting held in accordance with the Bylaws, the owner of any property who desires to subject its property to this Declaration may record an annexation agreement that will impose this Declaration and the Covenants on that property.

EXECUTED to be effective on the date this instrument is Recorded.

DECLARANT:

BLUE HILLS DEVELOPMENT COMPANY, INC.,
a Texas corporation

By:

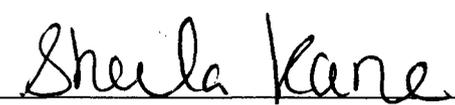

PAUL BILLINGSLY, President

ACKNOWLEDGMENT

State of Texas

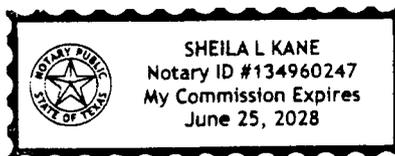
County of Grayson

This instrument was acknowledged before me on this, 13 day of January, ²⁰²⁶~~2025~~, by PAUL BILLINGSLY, President of BLUE HILLS DEVELOPMENT COMPANY, INC., a Texas corporation, on behalf of said corporation.


Notary Public - State of Texas

AFTER RECORDING RETURN TO:

Paul Billingsly
147 Lila Blue Lane
Van Alstyne, TX 75495



Owner's Initials

Owner's Initials

PROPERTY DESCRIPTION

LEGAL DESCRIPTION

Being, a tract of land situated in the Alexander Zachary Survey, Abstract No. 1398, being part of a 70.35 acre tract and a 39.49 acre tract, as described in Doc. No. 2022-26021 of the Official Public Records of Grayson County, Texas (O.P.R.G.C.T.), and a 1.351 acre tract, as described in Doc. No. 2024-4434 in said Deed Records and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found at the northeast corner of said 70.35 acre tract and being the approximate center of Jim Cannon Road (Variable R.O.W.);

THENCE, South 17°59'06" West, along the east line of said 70.35 acre tract and said centerline, for a distance of 477.53 feet, to a mag nail found;

THENCE, South 14°08'11" West, continuing along said lines, for a distance of 200.21 feet, to a mag nail found;

THENCE, South 12°56'50" West, continuing along said lines, for a distance of 27.89 feet, to a mag nail found;

THENCE, North 89°07'18" West, departing said lines, for a distance of 743.52 feet, to a point in a creek;

THENCE, South 65°51'16" West, along a creek, for a distance of 34.33 feet;

THENCE, South 14°25'15" West, continuing along said creek, for a distance of 26.88 feet;

THENCE, South 15°28'18" East, continuing along said creek, for a distance of 41.01 feet;

THENCE, North 89°07'18" West, continuing along said creek, for a distance of 20.01 feet;

THENCE, South 05°06'22" West, continuing along said creek, for a distance of 120.57 feet;

THENCE, South 01°52'40" East, continuing along said creek, for a distance of 74.07 feet;

THENCE, South 31°21'20" West, continuing along said creek, for a distance of 72.54 feet, at the northwest corner of said 1.351 acre tract;

THENCE, South 89°20'40" East, departing said creek and along the north line of said 1.351 acre tract, for a distance of 709.43 feet, to a mag nail set at the northeast corner of said 1.351 acre tract and being in the centerline of said Jim Cannon Road;

THENCE, South 13°45'33" West, along said centerline and with the east line of said 1.351 acre tract, at 82.14 feet, passing a 1/2 inch iron rod found at the southeast corner of said 1.351 acre tract and the northeast corner of said 39.49 acre tract, and continuing for a total distance of 133.43 feet, to a 1/2 inch iron rod found at the most easterly southeast corner of said 39.49 acre tract;

THENCE, North 89°54'34" West, along the south line of said 39.49 acre tract, for a distance of 816.39 feet, to a 1/2 inch iron rod found;

THENCE, South 16°09'23" West, continuing along said south line, for a distance of 243.93 feet, to a 1/2 inch iron rod found at the most southerly southeast corner of said 39.49 acre tract;

THENCE, North 89°17'22" West, continuing along said south line, for a distance of 2208.11 feet, to a point in a creek and being southwest corner of said 39.49 acre tract;

THENCE, along said creek and the west line of said 39.49 acre tract for the following sixteen (16) calls:

North 41°32'05" West, for a distance of 76.34 feet;
 North 27°54'22" West, for a distance of 18.13 feet;
 North 29°51'47" East, for a distance of 72.90 feet;
 North 62°43'32" East, for a distance of 113.69 feet;
 North 16°25'32" East, for a distance of 37.51 feet;
 North 44°10'08" West, for a distance of 111.21 feet;
 North 25°00'13" East, for a distance of 105.13 feet;
 North 14°27'28" East, for a distance of 114.77 feet;
 North 26°28'17" West, for a distance of 35.66 feet;
 South 83°42'51" West, for a distance of 143.36 feet;
 South 57°55'03" West, for a distance of 65.11 feet;
 South 82°28'57" West, for a distance of 67.33 feet;
 North 77°59'56" West, for a distance of 55.18 feet;
 North 47°24'45" West, for a distance of 32.62 feet;
 North 19°55'09" West, for a distance of 89.18 feet;
 North 08°46'32" East, for a distance of 9.49 feet;
 North 08°46'32" East, for a distance of 123.56 feet;
 North 16°58'03" West, for a distance of 44.71 feet;
 North 57°45'44" West, for a distance of 156.34 feet;
 North 62°55'46" West, for a distance of 235.88 feet;
 North 79°04'10" West, for a distance of 111.70 feet;
 North 63°51'44" West, for a distance of 92.32 feet;
 North 88°07'25" West, for a distance of 61.62 feet;
 North 43°19'30" West, for a distance of 91.01 feet;
 North 09°56'21" West, for a distance of 152.04 feet;
 North 28°31'43" East, for a distance of 128.58 feet;

North 18°07'16" East, for a distance of 40.26 feet;
 North 05°24'03" West, for a distance of 16.32 feet;
 North 89°14'04" West, for a distance of 74.70 feet;
 North 72°03'30" West, for a distance of 51.76 feet;
 North 51°28'00" West, for a distance of 41.85 feet;
 North 12°03'41" West, for a distance of 25.85 feet, at the northwest corner of said 70.35 acre tract;

THENCE, South 88°54'44" East, along the north line of said 70.35 feet, for a distance of 1053.49 feet, to a ½ inch iron rod found;

THENCE, South 88°23'49" East, continuing along said north line, for a distance of 469.16 feet, to a ½ inch iron rod found at the southwest corner of said Blue Hills of Van Alstyne Phase 3, for a distance of 658.05 feet, to a ½ inch iron rod found;

THENCE, South 88°43'04" East, continuing along said north and south lines, for a distance of 830.44 feet, to a ½ inch iron rod found;

THENCE, South 89°27'48" East, continuing along said and north and south lines, passing a 1/2 inch iron rod found at 45.88 feet being the southeast corner of said Blue Hills of Van Alstyne Phase 3 and being the southwest corner of Blue Hills of Van Alstyne Phase 2, an addition to Grayson County, Texas, as described in Doc. No. 2021-194 in said Plat Records passing a 1/2 inch iron rod found at 587.69 feet, being the southeast corner of said Blue Hills of Van Alstyne Phase 2 and the southwest corner of Blue Hills of Van Alstyne Addition, an addition to Grayson County, Texas, as described in Doc. No. 2019-163 in said Plat Records and continuing for a total distance of 1237.68 feet, to a 1/2 inch iron rod found at the southeast corner of said Blue Hills of Van Alstyne Addition;

THENCE, North 89°21'52" East, continuing along said north line, for a distance of 270.49 feet, to the POINT OF BEGINNING and containing 109.706 acres or 4,778,821.87 square feet of land.