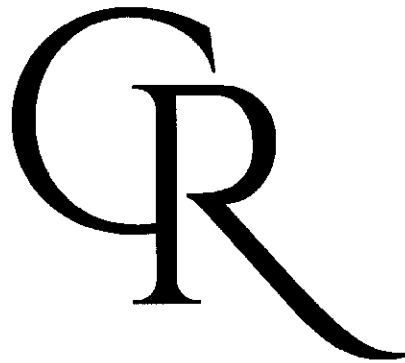


DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
ON AND FOR
CHAMBERS RESERVE SUBDIVISION
CHAMBERS COUNTY, TEXAS



CHAMBERS RESERVE

After Recording Return To:

B & S Land Company, LLC
12726 Hidden Lane
Mont Belvieu, TX 77523



THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF CHAMBERS §

B & S LAND COMPANY, LLC ("Declarant"), being the owners and developer(s) of the **Chambers Reserve Subdivision**, a residential subdivision located in the City of Old River – Winfree, Chambers County, Texas as shown by plat thereof, recorded under County Clerk's File No. 2025-213142 of the Chambers County Map Records, for the purpose of creating and implementing a uniform plan for the development, improvement and sale of said subdivision and the hereinafter described property as a restricted, private residential district, hereby establish and adopt the following restrictions, covenants and conditions upon the said Subdivision.

I.

The restrictions, covenants and conditions hereof shall apply to all lots in Chambers Reserve Subdivision, City of Old River – Winfree, Chambers County, Texas; as cited above.

II.

A. RESIDENTIAL USE

(1) All of the lots, excepting Reserve A, shall be used for residential purposes only and no part of any lot shall be used for any type of business, professional or commercial use. Declarant does hereby reserve unto itself the right to utilize any lot owned by Declarant for access to adjacent property acquired by Declarant after the date hereof. This reservation shall expire and be of no further effect after Declarant passes title to said lot or lots to any other non-affiliated third party.

(2) Every type of institutional or commercial use, whether profit or non-profit, is prohibited upon each lot.

(3) No building, whether to be used as a residence or otherwise, shall be moved onto a lot.

(4) No mobile home, travel trailer, trailer, tent, shed, basement, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently, nor shall any structure of a temporary nature be used as a residence. However, a garage apartment built in a detached garage may be utilized as a guest quarters but may not be utilized as a separate rental unit.

(5) No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than six (6) square feet advertising the property for sale.

(6) No automobiles or other motorized vehicles, boats or trailers of any type may be left parked in the street in front of any lot except as auxiliary to the construction or repair of a house or houses in the immediate vicinity, or for the servicing of or delivery of goods or merchandise to such house or houses, and no truck-tractor, tractor-trailer, bus, boat or marine craft or trailer shall be left parked in any driveway or other portion of a lot, unless inside a garage or out of sight behind owner's fence. No vehicle, marine craft or trailer shall be left parked on any unpaved portion of a lot for more than four (4) hours unless out of sight behind owner's fence.

B. SIZE AND CONDITION OF DWELLING

(1) No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single family detached dwelling or house of at least 2,500 total square feet of primary climate controlled living area, with not less than 2,000 square feet on the ground floor and not to exceed two and one-half (2-1/2) stories in height, a private garage built to accommodate not more than four (4) passenger automobiles, and other outbuildings incidental to residential use of the lot, all subject to the same height limit prescribed for the house. No building may be constructed or erected on a lot to a height of more than thirty-five (35) feet above the finished grade level of said lot.

(2) The living area of the main house, exclusive of open porches, patios, lanais, breezeways, and garages, shall contain not less than 2,500 square feet. Any dwelling that does not comply with these provisions shall be required to comply or shall be subject to a fine of up to \$1,000.00 per day until brought up to required standard.

(3) The construction of any residence within Chambers Reserve must be substantially completed within twenty-four months from the date construction has commenced. Substantially complete, for the purpose stated herein, shall mean the completion of residence and all improvements including, but not limited to the residence, driveway, required landscaping and turf installation, complete waste treatment facility and connection to other required utilities so that residence is ready for owner occupancy.

C. LOCATIONS OF RESIDENTIAL STRUCTURES

(1) No building shall be located on any lot nearer to the front line or nearer to the side street line, if any, than the minimum building setback lines shown on the recorded plat of Chambers Reserve.

(2) In any event, no building shall be located on any lot nearer than ten feet (10') to any side property line.

(3) No building shall be located nearer than twenty-five feet (25') to any front lot line.

(4) All residences erected on lots in Chambers Reserve shall be oriented toward the front lot line, providing, however, the main entrance to such residence may be situated in a side exterior wall of such residence but in no case shall such entrance face, in whole or in part, the rear lot line.

(5) No lot may be divided in any fashion except that any person owning two or more contiguous lots may combine said lots into one building site.

(6) At all times during the construction of any residence or other improvement upon any lot the lot owner must provide a roll-off dumpster of sufficient size to accommodate all construction waste generated from owner's building project.

(7) At all times during the construction of any residence or other improvement, when said construction is anticipated to take more the two (2) weeks for completion the lot owner must provide a suitable portable toilet facility for use by construction workers.

D. ARCHITECTURAL STYLE

Architectural style may vary, consistent with maintaining a highly compatible appearance throughout. Vivid colors and radically different styles shall not be permitted. All styles and exterior colors and materials shall be approved by the Architectural Control Committee ("ACC") of Chambers Reserve.

E. EXTERIOR FINISHES

(1) All houses in the Subdivision shall not have less than 50% masonry over all exterior walls. "Masonry" as used and required herein shall refer to brick or stone. The above percentage calculation for "exterior walls" excludes gables, doors and windows. Any exterior construction materials used to comply with the 50% masonry requirement other than brick or stone must have complete ACC approval.

(2) Brick color and selection and exterior color selections shall be submitted to the Architectural Control Committee of Chambers Reserve at the time the plans are presented for approval and all exterior colors shall be subject to Committee approval.

F. GARAGES – BARNs – STORAGE BUILDINGS

No garage area may be used, or converted at any time for living area or quarters, however, quarters may be built above or beside and attached to detached garages. Garage openings may not face to street unless approved by ACC when construction plans are submitted for approval. Garages may face a street on corner lots where a side street is

used for garage entrance with front elevation of main residence facing the primary street. Any other buildings to be constructed on any lot including, but not limited to, an additional garage, barn or storage building, must have prior ACC written approval and must be located behind the owners main residence and designed and constructed of similar materials as the main residence in a manner in harmony of external design with the main residence and other existing structures within the subdivision.

G. RECREATIONAL VEHICLES

Boats, trailers, recreational vehicles, and similar vehicles stored on premises must not be exposed to view from any street or common area.

H. ENERGY CONSERVATION EQUIPMENT.

No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any lot unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the ACC. No windmills, wind generators or other apparatus for generating power from the wind shall be erected or installed on any lot.

I. ANTENNAS

All antennas, video discs, satellite receivers (including without limitation radio or television transmitting or receiving antennas) shall be installed so that no antenna, discs, etc. are visible from any street or common area.

J. FENCES, WALKS AND HEDGES

(1) No fence or wall of any character shall be erected any closer than 10 feet from the front of main dwelling across the front of any lot and no fence or wall shall exceed 6 feet in height. The only acceptable fence materials shall be brick and/or decorative wrought iron without prior written approval by the ACC. Wood fencing is allowed along the back property line of any lot adjoining the perimeter property line of the platted Subdivision.

(2) No hedge of more than 6 feet in height shall be permitted in front of dwelling.

K. LANDSCAPING

(1) Grasses and weeds growing on any front, side or rear yard of a lot shall be cut or mowed at such intervals as to maintain front, side, or rear, of not more than six inches (6") above the sod thereunder. Until a dwelling is built on a lot, the undersigned, or its duly authorized agents or assigns, or the herein reference Homeowner's Association, may, at its option, cut such grasses and weeds to meet this

covenant and may have dead trees, shrubs, and plants removed from the lot and the owner of said lot shall be held, by the acceptance of a deed thereto, to be obligated to pay and reimburse it, its duly authorized agents or assigns for the cost thus incurred.

(2) When any building is erected upon a lot, that portion of the lot lying between the front of dwelling to edge of street and the enclosing side lot lines, shall be sodded, seeded, planted and maintained as a lawn, excepting such described area as may be maintained for paved driveways, parking areas, and shrubbery, nursery, and hedge plantings, or any combinations thereof, consistent with all other requirements of the covenants hereof.

(3) Landscaping of a lot shall be completed within ninety (90) days after completion of the main residential structure.

L. CONCRETE DRIVEWAYS, APPROACHES AND WALKS

A concrete driveway must be constructed with each residence at the time of initial construction of the main residence along with a concrete walkway connecting the driveway to the front entry door of the residence. Said driveway shall be sufficient in width and length to accommodate four (4) automobiles so that street parking of guests is unnecessary on most occasions.

M. GARBAGE AND TRASH COLLECTION

No lot shall be used or maintained as a dumping ground for garbage, rubbish or trash. Garbage, rubbish, or trash shall not be permitted on any lot unless the same is stored in a sanitary container or containers and removed from the premises promptly. Accumulations of rubbish or trash, including, but not limited to, grass cuttings and tree limbs, shall be removed not less often than twice a month.

N. PARKING REQUIREMENTS

The parking of any vehicles on any street for more than a twenty-four (24) hour period shall be strictly prohibited.

O. UNACCEPTABLE AND OFFENSIVE ACTIVITIES

(1) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to neighborhoods or other residences within Chambers Reserve.

(2) No oil or gas drilling, oil or gas storage, mineral production, oil exploration or development operations, oil refining, quarrying or mining operation shall be permitted upon, in or under any lot. All minerals owned by Declarant, if any, are hereby

strictly reserved by said Declarant.

(3) No animals, livestock or poultry, except chickens, of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept on any lot, provided, however, that such are not kept, bred or maintained for commercial purposes, and that such does not create an annoyance, nuisance or danger to the neighborhood or residents therein.

(4) No boats or marine craft shall be stored or parked in any driveway or open parking area of a lot.

(5) All vehicles, including but not limited to, automobiles, camping trailers and motor homes must have a current license and inspection sticker.

(6) All residential mechanical equipment including but not limited to HVAC systems and home generators must be installed behind owners' residence in a manner not visible from the street.

(7) No window installed HVAC units are allowed where such installation would be visible from the street.

P. EASEMENTS; UTILITIES

(1) Easements for installation and maintenance of utilities and drainage facilities and for ingress and egress of the Declarant and all others authorized to install or maintain such utilities and facilities are reserved as shown on the recorded plat of Chambers Reserve. Within a lot area where fences, walling or planting is permitted, any fence, wall, or planting in or across said easements may be removed by said utilities, their duly authorized agents or assigns, and by said Declarant, its duly authorized agent or assigns, free of any and all liability or obligation to the owner or owners of such fence, wall or planting on account of such removal. Said utilities easements are for all utilities now or hereafter to be installed and maintained in said locations according to need, custom and usage from time to time.

(2) There is hereby established a fifteen foot (15') wide landscaping easement along the back property line of Lots 1 – 6, Section 1. The purpose of this landscaping easement is to allow for the construction and maintenance of perimeter subdivision fencing and landscaping along the property line adjacent to State Highway 565.

Q. COMMON AREA

Declarant will, at a time of Declarants sole choice, transfer ownership in all common areas as defined in the recorded plat to Chambers Reserve Homeowners Association and said Homeowners Association will be solely responsible for maintenance

of all Common Areas.

R. FENCING AND PRIVATE GATED ENTRANCE

Fencing along the subdivisions South perimeter property line and all entrance monumentation, landscaping, irrigation systems, security gate with associated electrical and security system equipment shall be maintained by the Association (as hereafter defined) in a good operational state at all times hereafter.

III. CHAMBERS RESERVE ARCHITECTURAL CONTROL COMMITTEE

A. CREATION

There has been created and established the Chambers Reserve Architectural Control Committee (ACC).

B. OBJECTIVES

The Architectural Control Committee has been established to encourage the construction of dwellings of superior architectural design, quality, proper size, and overall compatibility with plat and development plan of Chambers Reserve subdivision.

C. MEMBERSHIP

Membership of the Architectural Control Committee shall consist of three (3) persons. Its officers shall consist of a Chairman and two Directors, elected by majority vote of qualified and serving members of the Committee. The ACC may adopt and amend By-Laws from time to time for the governance of its meetings and internal operations consistent with these covenants, by majority vote of the qualified and serving members. The initial Committee shall be constituted as follows:

1. Parker Speer, Chairman
2. Chris Bollich, Director
3. Kevin Speer, Director

By majority vote the Committee may elect to designate a qualified representative to act on its behalf subject to final approval from the majority of ACC committee members. Such designation shall be recorded in the Minutes of the Committee meeting. In the events of death, resignation, inability or refusal to serve of any member of the Committee, the remaining member or members shall have full authority to designate a successor.

D. FUNCTION AND CONTROL

Dwellings should be designed to create an attractive and harmonious blend with existing houses. No building shall be erected, constructed, remodeled, or altered on any lot until construction plans and specifications have been submitted to and approved in writing by the Architectural Control Committee of Chambers Reserve.

E. REVIEW PROCESS

(1) The review process for approval of plans by the Architectural Control Committee has been created to evaluate construction plans to ensure conformity with the application of the deed restrictions and quality of design and construction of all improvements within the subdivision.

(2) Design Review – Two (2) complete sets of design and construction drawings of the proposed construction shall be submitted to the Architectural Control Committee. These drawings will be evaluated as to compliance with all deed restrictions and conformity and harmony of exterior architectural design. No construction drawings shall be considered approved until stamped and signed by the ACC. One set of approved construction drawings shall be returned to the owner and the other kept on file in the ACC's designated office.

(3) Builder Approval – Owner shall provide the name, address and phone number of selected Home Builder prior to construction commencement of owner's residence and or other improvements planned for construction upon owner's lot. If requested, owner shall also provide personal references for said Home Builder along with a Bio detailing Home Builders experience and qualifications. All Home Builders must have prior written approval from the ACC to act as a general contractor for the construction of any residence or other improvement within Chambers Reserve and must receive such approval prior to commencement of any construction of any residence or other improvement. Should any lot owner elect to act as the general contractor for the construction of their residence or other improvements, the lot owner must provide a summary of owner's experience in residential construction and the ability to timely complete said construction and receive written approval for the same from the ACC. Such approval shall be at the sole discretion of the ACC without recourse.

F. APPROVALS

The Committee's approval or disapproval of plans and building specifications as required in these covenants shall be in writing, and if not approved shall specify the reasons for disapproval, if such be the case. However, in the event the ACC or its designated representative, if any, fail to approve or disapprove properly submitted plans and building specifications within forty-five (45) days from the date submitted to and receipted by the ACC said plans and building specifications shall be deemed to be approved. The Committee's approval of plans and building specifications shall be valid for one hundred eighty (180) days

from the date of approval. If construction of approved plans and building specifications has not commenced on or before one hundred eighty (180) days from approval said plans and building specification must be submitted for re-approval thereof.

G. Neither the Declarant, Chambers Reserve Homeowners Association, or ACC, their heirs, agents or assigns, nor any architect or agent thereof, nor any agent or employee of any of the foregoing shall be responsible in any way for any failure of structures to comply with the requirements of this declaration, although a certificate of compliance has been issued, any defects in any plans and specifications submitted, revised or approved in accordance with foregoing provisions, nor any structural or other defects in any work done according to such plans and specifications, and all persons relying thereon, agree not to sue or claim against the entities and persons referred to in this section for any cause arising out of the matters referred to herein and further agree to and do hereby release said entities and persons from each and every such cause of action.

IV. HIGHER RESTRICTIONS- SUBSEQUENT CONVEYANCE

The undersigned or other owner of any lot or lots in the subdivision may provide more onerous restrictions in any deed to any particular lot, whether by increasing the floor space requirements or by other changes, so long as said changes work to raise the architectural and living standards applicable to said lot and are incorporated in the deed or other instrument at or prior to the time of passage of title.

V. REMEDIES FOR VIOLATION

Violation of any restrictions, condition or covenant affecting any lot as provided herein shall vest in the undersigned the right to enter upon such lot and similarly abate or remove the same at the expense of the owner or owners of said lot and such entry, abatement, or removal shall not be deemed a trespass and the remedy provided for herein shall be cumulative of and in addition to all other remedies which the undersigned may have, and not in lieu thereof, and shall be in addition to the remedies of the other lot owners affected by these restrictions, conditions and covenants.

VI. MODIFICATIONS - AMENDMENTS

The undersigned shall have and hereby reserves the right to modify and amend these restrictions, conditions and covenants related to, but not limited to, easements, setbacks, utilities, drainage and other property development concerns, to such extent as it deems for the best interests of the Subdivision as a whole. Such modifications and amendments, if any, shall be in writing.

VII. TERM OF RESTRICTIONS: ENTITLEMENT THEREUNDER

These restrictions and conditions shall be covenants running with the land

and shall be binding on all parties and persons owning any lot or lots in Chambers Reserve from the date hereof until November 1, 2045 at which time the same shall automatically renew in subsequent and successive ten (10) year periods or until the same are changed or modified in accordance with the provisions hereof.

Each owner of any lot or lots herein shall have the right to enforce these restrictions, conditions and covenants at law or in equity against the person or persons violating or attempting to violate any part hereof.

These restrictions may only be changed or modified by vote of the then owners of record of three-fifths (3/5) of all of the lots included in Chambers Reserve and Declarant. Any change or modification to these restrictions, conditions and covenants in whole or in part, must be in writing and by written instrument with appropriate execution and acknowledgements thereof in the manner entitling the same to be placed of record in the Office of Chambers County Clerk.

VIII. SEVERABILITY

It is hereby declared to be the intent of the Declarant hereof to create and covenant each separate provision hereof independently in its operative effect of all other provisions, and the fact that any article, section, paragraph, sentence, clause, word or part of this instrument shall be declared invalid or unconstitutional by final judgment of any court of competent jurisdiction shall in no event affect any other article, section, paragraph, sentence, clause, word, or part of this instrument, and it is hereby declared to be the intent of the maker hereof to have created and covenanted each article, section, paragraph, sentence, clause, word or part hereof severable.

IX. CHAMBERS RESERVE HOMEOWNERS' ASSOCIATION

A. ORGANIZATION

Declarant has heretofore caused or shall cause the Chambers Reserve Homeowners Association, the "Association", to be organized and formed as a non-profit corporation under the laws of the State of Texas. The principal purposes of the Association are the collection, expenditure and management of the maintenance charge funds, enforcement of this Declaration and restrictive covenants and conditions providing for the maintenance, preservation and architectural control (when the powers of the ACC are transferred with written approval of the ACC and the Declarant and the Committee's powers vest in the Association) within the subdivision, the general overall supervision of all of the affairs and well-being of the subdivision and the promotion of the health, safety and welfare of the residents within the subdivision.

B. BOARD OF DIRECTORS

The Association acts through a Board of Directors, which manages the affairs of the Association as specified in the By-Laws of the Association.

C. MEMBERSHIP

Every owner of a lot within Chambers Reserve shall be a member of the Association. Lot ownership is the sole requirement for membership and no owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the land, which is subject to assessment by the Association and shall automatically pass with the title to the lot.

D. VOTING

The Association shall have two classes of voting membership with respect to the Subdivision covered by this Declaration;

(1) CLASS A. Class A members shall be all owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one individual or entity holds an ownership interest in a lot, all such persons shall be members, but in no event shall they be entitled to more than one vote with respect to that particular lot.

(2) CLASS B. Class B members shall be the Declarant. Class B members shall be entitled to ten (10) votes for each lot owned. The Class B ownership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first: (i) When the total votes outstanding in Class A Membership exceeds the total votes outstanding in Class B Membership, or (ii) on January 1, 2036.

X. COVENANT FOR MAINTENANCE ASSESSMENTS

A. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS

The record owner of each lot within the subdivision, excluding the Declarant, shall be or thereafter become subject to the assessments hereinafter provided for, and each owner of any lot which shall be or thereafter become assessable, by acceptance of a Deed therefore, whether or not it shall be express in the Deed or other evidence of the conveyance, is deemed to covenant and agree to pay to the Association the following:

- (1) Annual assessments of charges; and
- (2) Special assessments for capital improvements.

Such assessments or charges are to be fixed, established and collected as hereinafter provided. These charges and assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the land and shall be secured by a continuing Vendor's Lien upon the lot against which such assessments or charges are made. Each such assessment or charge, together with such interests, costs and reasonable attorney's fees shall also be and remain the personal obligation of the individual or individuals who owned the particular lot at the time the assessment or charge fell due notwithstanding any subsequent transfer of title to such lot. Upon a transfer of a lot, the assessments accrued to the date of transfer must be paid in full.

B. PURPOSE OF ASSESSMENTS

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the subdivisions. Without limiting the foregoing, the total assessments accumulated by the Association, insofar as the same may be sufficient, shall be applied toward the payment of all taxes, insurance premiums and repair, maintenance and acquisition expenses incurred by the Association and, at the option of the Board of Directors of the Association, for any and all of the following purposes: lighting, improving and maintaining streets, alleyways, sidewalks, paths, parks, parkways, perimeter fence and esplanades in the Subdivision; collecting and disposing of garbage, ashes, rubbish and materials of a similar nature; payment of legal and all other expense incurred in connection with the collection, enforcement and administration of all assessments and charges and in connection with the enforcement of this Declaration; employing policemen or watchmen and/or a security service; fogging and furnishing other general insecticide services; providing for the mowing of vacant lots, mowing and maintenance of Common Area and the planting and upkeep of trees, grass and shrubbery on esplanades and easements and in the Common Area; acquiring and maintaining any amenities or recreational facilities that are or will be operated in whole or in part for the benefit of the owners; and doing any other thing necessary or desirable in the opinion of the Board of Directors of the Association to keep and maintain the property in the subdivisions in neat and good order, or which they consider of general benefit to the owners or occupants of the subdivision, including the establishment and maintenance of a reserve for repair, maintenance, taxes, insurance and other charges as specified herein. The judgment of the Board of Directors of the Association in establishing annual assessments, special assessments and other charges and in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith.

C. BASIS AND MAXIMUM LEVEL OF ANNUAL ASSESSMENTS.

Until January 1 of the year immediately following the date of commencement of the first annual assessment as determined by the Board of Directors, the maximum annual assessment for lots shall be \$1,000.00 per lot per year. From and after the first day of January of the year immediately following the date of commencement of the first annual assessment, the maximum annual assessment may be increased by the Board of Directors of the

Association, effective the first day of January of each year, in conformance with the rise, if any, in the Consumer Price Index for Urban Wage Earners and Clerical Workers published by Department of Labor, Washington, D.C., or any successor publication, for the preceding month of July or alternatively, by an amount equal to a ten percent (10%) increase over the prior year's annual assessment, whichever is greater, without a vote of the members of the Association. The maximum annual assessment may be increased above that established by the Consumer Price Index formula or the above-mentioned percentage increase only by approval of two-thirds (2/3) of each class of members in the Association present and voting at a meeting duly called for this purpose. In lieu of notice and a meeting of members as provided in the By-Laws of the Association, a door-to-door canvass may be used to secure the written approval of two-thirds (2/3) of each class members for such increase in the annual assessment or in the special assessment for capital improvements as provided below. This increase shall become effective on the date specified in the document evidencing such approval only after such document has been filed for record in the office of the County Clerk of Chambers County, Texas. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum amount approved by the members.

D. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.

In addition to the annual assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction or unexpected repair or replacement of a particular capital improvement located upon the Community Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the approval by 2/3 of each class of the Members as set forth in Section X above.

E. QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION IX OR SECTION X HEREIN

The quorum for any action authorized under Sections IX or X herein shall be as follows:

At any meeting of the Association, the presence at the meeting of Members, or of proxies, entitled to cast ten percent (10%) of all of the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called and the required quorum at any subsequent meeting shall be one-half (1/2) the required quorum at the preceding meeting, provided that such reduced quorum requirement shall not be applicable to any such subsequent meeting held more than sixty (60) days following the preceding meeting.

F. RATES OF ASSESSMENT

Both annual and special assessments on all lots, shall be fixed at uniform rates

provided, however, lots that are owned by Declarant and not occupied as residences shall not owe any assessment. The rate of assessment for each lot shall change as the character of ownership and the status of occupancy changes.

G. DATE OF COMMENCEMENT AND DETERMINATION OF ANNUAL ASSESSMENT

The annual assessment provided for herein shall commence as to all lots on a date fixed by the Board of Directors of the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. On or before the 30th day of November in each year, the Board of Directors of the Association shall, subject to the limitations contained in Article IX, Section B above, fix the amount of the annual assessment to be levied against each lot in the next calendar year. Written notice of the figure at which the Board of Directors of the Association has set the annual assessment shall be sent to every owner whose lot is subject to the payment thereof. The annual assessment shall be due and payable in advance on the first day of January. The association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a particular lot is binding upon the Association as of the date of issuance.

H. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION

Any assessments or charges that are not paid when due shall be delinquent. If any assessment or charges are not paid within ninety (90) days after the due date, the Association may bring an action at law against the owner personally obligated to pay the same, or to foreclose the Vendor's Lien herein retained against the lot. Interest accruing on past due assessments at the maximum rate permitted by law, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or charge. Each such owner, by his acceptance of a Deed to a lot, hereby expressly vests in the Association or its agents, the right and power to bring all actions against such owner personally for the collection of such assessments and charges as a debt and to enforce the Vendor's Lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association either judicially or non-judicially by power of sale, and such owner expressly grants to the Association a power of sale in connection with the non-judicial foreclosure of the Vendor's Lien. Non-judicial foreclosure shall be conducted by notice and posting of sale in accordance with the then applicable laws of the State of Texas. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

I. SUBORDINATION OF THE LIEN TO MORTGAGES

As hereinabove provided, the title to each lot shall be subject to the Vendor's

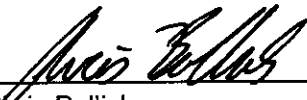
Lien securing the payment of all assessments and charges due the Association, but the Vendor's Lien shall be subordinate to any valid purchase money lien or valid lien securing the cost of construction of home improvements. Sale or transfer of any lot shall not affect the Vendor's Lien provided, however, the sale or transfer of any lot pursuant to a judicial or non-judicial foreclosure under the aforesaid superior liens shall extinguish the Vendor's Lien securing such assessment or charge as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot or the owner thereof from liability for any charges or assessments thereafter becoming due or from the lien thereof. In addition to the automatic subordination provided for hereinabove, the Association, in the discretion of its Board of Directors, may subordinate the Vendor's Lien herein retained to any other mortgage, lien or encumbrance, subject to such limitations, if any, as the Board of Directors may determine.

J. EXEMPT PROPERTY

All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments and charges created herein. Notwithstanding the foregoing, no lot that is used as a residence shall be exempt from said assessments and charges.

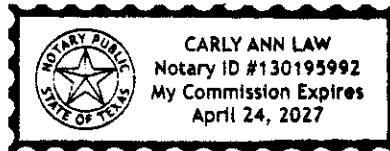
EXECUTED this the 5th day of November, 2025

B & S Land Company, LLC

By: 
Chris Bollich
Manager

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
 §
COUNTY OF CHAMBERS §



BEFORE ME, the undersigned authority, on this day personally appeared Chris Bollich, Manager of B & S Land Company, LLC, and acknowledged to me that he executed the same on behalf of said company for the purposes and consideration therein expressed.

GIVEN UNDER MY HAD AND SEAL OF OFFICE on this the 5 day of November, 2025.


Notary Public in and for the
State of Texas

FILED FOR RECORD IN:
Chambers County
On: 11/6/2025 3:21:29 PM
Doc Number: 2025-219329
Number of Pages: 17
Amount: 89.00
Order#: 20251106000064
By: PR



Heather H. Hawthorne, County Clerk

Recorded: 