

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
ESCONDIDO RIDGE SUBDIVISION**

STATE OF TEXAS)
)
COUNTY OF JOHNSON) **KNOW ALL MEN BY THESE PRESENTS:**

WHEREAS, CJB Development, LLC, a Texas limited liability company (hereinafter referred to as the "Declarant"), is the owner and developer of those certain Lots in that certain tract or parcel of land described as Lots 1 through 13 of ESCONDIDO RIDGE SUBDIVISION, a subdivision in the Extra Territorial Jurisdiction of the City of Rio Vista in Johnson County, Texas (hereinafter referred to as the "Escondido Ridge Subdivision" or the "Property"), according to the RePlat thereof recorded as Instrument Number 2020-82 in Drawer K of the Plat Records of Johnson County, Texas, established these Covenants, Conditions and Restrictions (hereinafter referred to as the "Declaration") applicable to the following-described Escondido Ridge Subdivision property, to wit:

A tract of land in the Jacob Giltner Survey, Abstract No. 295, Johnson County, Texas, and being all of a called 22.036 acre tract of land described in the Deed recorded in Instrument No. 2019-4508, Official Public Records of Johnson County, Texas (O.P.R.J.C.T.), of which 2.036 acres lie within an area to be dedicated as public Right-of-Way, leaving a net of 20.0 acres of land, which Property is further described as the Escondido Ridge single-family subdivision according to the RePlat thereof recorded as Instrument Number 2020-82 in Drawer K of the Plat Records of Johnson County, Texas, designated herein as Lots 1 - 13, Block 1, Escondido Ridge, an Addition to Johnson County, Texas subject to the dedication to the Public use, without reservation the streets, easements, rights-of-way and any other public areas shown on said RePlat.

WHEREAS, Declarant does by these presents reaffirm the adoption of the RePlat recorded as Instrument Number 2020-82 in Drawer K of the Plat Records of Johnson County, Texas as Declarant's plan for subdividing the Property, containing approximately twenty-two and 36/100 (22.036) acres, into thirteen (13) single family residential Lots designated as Lots 1 through 13, each Lot containing a minimum of one and one-half acres, with the building set-backs and the utility and natural gas pipeline easements shown on such RePlat; and

WHEREAS, Declarant desires that the Property be developed with covenants, conditions and restrictions, and uses and limitations, and further desires to provide for the preservation, administration, and maintenance of the Property known as the Escondido Ridge Subdivision, and to protect the value, desirability, and attractiveness of the Escondido Ridge Subdivision.

Declarant does therefore by these presents hereby establish a general plan for the improvement, development, maintenance and preservation of such Escondido Subdivision, and

DOES HEREBY ESTABLISH the Covenants, Conditions and Restrictions (this "Declaration") upon which, and subject to which, all Lots and portions of such Lots shall be improved or sold and conveyed by Declarant as Owner thereof. Each and every one of these Covenants, Conditions and Restrictions is and are for the benefit of each Owner of a Lot in such Escondido Ridge Subdivision or any interest therein, and shall inure to and pass with each and every parcel of such Escondido Ridge Subdivision, and shall bind the respective heirs, assigns and personal representatives or other successors in interest of Declarant (the present owner of all the Escondido Ridge Subdivision Property), specifically including but not limited to a successor Property Owners Association which may be formed by Declarant or formed by the Lot Owners following the sale by Declarant of all the Lots in the Escondido Ridge Subdivision.

NOW THEREFORE, Declarant hereby adopts this Declaration, which Covenants, Conditions and Restrictions contained herein are, and each thereof is, hereby imposed upon such real property, declaring that all of which Covenants, Conditions and Restrictions are to be construed as respective covenants running with the title to the respective Lots and with each and every parcel thereof to be held, sold and conveyed subject to this Declaration and the RePlat and easements thereon, as said RePlat and easements may be amended in the future. This Declaration, the Plat and the easements shall run with the land and be binding upon all parties purchasing Lots within the Escondido Ridge Subdivision and all persons or entities claiming by, through or under Declarant until December 31, 2040, at which time said Declaration shall be automatically extended for successive periods of ten (10) years, unless by vote of eleven (11) of the thirteen (13) Lots, it is agreed to change this Declaration in whole or in part.

ARTICLE I **DEFINITIONS**

The following words and phrases, whether or not capitalized, have specified meanings when used herein, unless a different meaning is apparent from the context in which the word or phrase is used.

1.1. **"Applicable Law"** means the statutes and public laws and ordinances in effect at the time a provision of this document, as amended, is applied, and pertaining to the subject matter of any provision hereof.

1.2. **"Architectural Control Committee"** means Declarant or the successor person or entity having jurisdiction over a particular application for architectural approval. During the Development Period, the Architectural Control Committee is Declarant, Declarant's designee, or Declarant's delegatee.

1.3. **"Assessment"** means any charge levied against a Lot or Lot Owner by the Declarant or by a successor Declarant or a successor Property Owners' Association, pursuant to State law.

1.4. **"Builders"** means and refers to persons or entities that purchase one or more Lots and build speculative or custom homes thereon for third party purchasers.

1.5. **"Contractor"** means and refers to the person or entity with whom an Owner contracts to construct a structure or any improvement on such Owner's Lot.

1.6. **"Declarant"** means CJB Development, LLC, a Texas limited liability company, the Developer of the Property, or the respective successors and assigns of CJB Development, LLC, which acquire any portion of the Property for the purpose of development, are designated a Successor Declarant by Declarant, or by any such successor and assign, in a recorded document. Unless clearly stated otherwise herein, "Declarant" refers jointly to Declarant, Declarant's designee, Declarant's delegate, and Declarant's Successor.

1.7. **"Declarant Control Period"** means that period of time during which Declarant controls the development, operation and management of the Escondido Ridge Subdivision, pursuant to this Declaration.

1.8. **"Developer"** means and refers to CJB Development, LLC, a Texas limited liability company, and its successors and assigns.

1.9. **"Development Period"** means the 10-year period beginning the date this Declaration is recorded, during which Declarant has certain rights pursuant to this Document, including rights relating to development, architectural design, construction, maintenance and marketing of the Escondido Ridge Subdivision Property. The Development Period is for a term of years, but shall terminate when Declarant no longer owns any land in the Escondido Ridge Subdivision. Declarant may terminate the Development Period at any time by recording a notice of termination.

1.10. **"Document"** means, singly or collectively as the case may be, these Covenants, Conditions and Restrictions (the "Declaration") and the RePlat as these may be amended from time to time. An Appendix, Exhibit, Schedule, or Certification accompanying a Document is a part of that Document.

1.11. **"Dwelling"** means a residential building having accommodations for and occupied by not more than one Family (as defined by Declarant).

1.12. **"Lot"** means a portion of the Escondido Ridge Subdivision Property intended for independent ownership, on which there is or will be constructed either a commercial structure or a detached single-family residential dwelling, as shown on the Plat. Where the context indicates or requires, "Lot" includes all improvements thereon and any portion of a right-of-way that customarily is used exclusively by and in connection with the Lot.

1.13. **"Owner"** means a holder of fee simple title to a Lot in the Escondido Ridge Subdivision as platted and recorded in the Deed Records of Johnson County, Texas, including contract sellers (a seller under a Contract-for-Deed). Declarant is the initial Owner of all Lots in the Escondido Ridge Subdivision. Contract sellers and mortgagees, who acquire title to a Lot through a deed in lieu of foreclosure or through judicial or nonjudicial foreclosure, are Owners. Persons or entities having ownership interests merely as security for the performance of an obligation are not Owners.

1.14. **"Plat or RePlat"** means the Escondido Ridge Subdivision (an addition to Johnson County, Texas) Final Plat recorded as Instrument Number 2020-82 in Drawer K in the Plat Records of Johnson County, Texas, and all Plat amendments, singly and collectively, recorded in the Real Property Records of Johnson County, Texas, and pertaining to the Escondido Ridge Subdivision real property, including all dedications, limitations, restrictions, covenants, easements, conditions, liens, notes, and reservations shown on the Plat, as it may be amended.

1.15. **"Property"** means all the land subject to this Declaration and all improvements, easements, rights, and appurtenances to the land. The name of the Property is Escondido Ridge Subdivision and includes every Lot thereon in the following-described Escondido Ridge Subdivision property, to wit:

A tract of land in the Jacob Giltner Survey, Abstract No. 295, Johnson County, Texas, and being all of a called 22.036 acre tract of land described in the Deed recorded in Instrument No. 2019-4508, Official Public Records of Johnson County, Texas (O.P.R.J.C.T.), of which 2.036 acres lie within an area to be dedicated as public Right-of-Way, leaving a net of 20.0 acres of land, which Property is further described as the Escondido Ridge single-family subdivision according to the RePlat thereof recorded as Instrument Number 2020-82 in Drawer K of the Plat Records of Johnson County, Texas, designated herein as Lots 1 – 13, Block 1, Escondido Ridge, an Addition to Johnson County, Texas subject to the dedication to the Public use, without reservation the streets, easements, rights-or-way and any other public areas shown on said RePlat.

1.16. **"Covenants, Conditions and Restrictions"** means this document, also known as the "Declaration," as it may be amended from time to time.

1.17. **"Resident"** means any occupant of any single family residential dwelling on Lots 1 through 13, regardless of whether the person owns the Lot.

1.18. **"Rules"** means rules and regulations which may be adopted by Declarant for the benefit of the Lot Owners as a whole and for the Escondido Ridge Subdivision.

1.19. **"Street Line"** means the boundary line of a Lot which is also the boundary line of a Street.

1.20. **"Underwriting Lender"** means Federal Home Loan Mortgage Corporation (Freddie Mac), Federal Housing Administration (HUD/FHA), Federal National Mortgage Association (Fannie Mae), or U.S. Department of Veterans Affairs (VA), singly or collectively. The use of this term and these institutions may not be construed as a limitation on an Owner's financing options, nor as a representation that the Property is approved by any institution.

ARTICLE II

USE RESTRICTIONS

2.1. **Residential Use of Lots 1 through 13.** Lots 1 through 13 may be used only for the construction and use by its owner, or by Owner's Lessee or Guest, of one single family residence and improvements approved by Declarant or Declarant's designated agent. The architectural

design, construction dimensions, exterior roof and siding materials, and colors of all structures, and the location and orientation of all structures, improvements (specifically including but not limited to the location and design of all ingress and egress access and other driveway and parking improvements), and landscaping within said Lots 1 through 13, must each be first approved in writing by Declarant, Declarant's designated agent or Declarant's heirs, assigns, personal representatives or other successors in interest, representing and on behalf of the Escondido Ridge Subdivision. As a general rule, the Owner or resident (including lessees) of a residential Lot has the sole and exclusive use of the Owner's Lot - from boundary to boundary, and is solely responsible for the maintenance of all portions of such Lot and all of the improvements on the Lot from boundary to boundary.

2.2. Declarant Approvals Required. The use, architectural design, construction dimensions, and exterior materials and colors of all structures, and the location and orientation of all structures, improvements (specifically including but not limited to the location and design of all ingress and egress access and other driveway and parking improvements), and landscaping within the Lots, must each be first approved in writing by Declarant, Declarant's designated agent or Declarant's heirs, assigns, personal representatives or other successors in interest, representing and on behalf of the Escondido Ridge Subdivision.

2.3. Single Family Residential Construction. No building shall be erected, altered, placed or permitted to remain on any of Lot 1 through 13 other than one dwelling unit per each Lot to be used for residential purposes and other improvements approved by Declarant, Declarant's designated agent or Declarant's heirs, assigns, personal representatives or other successors in interest. All dwellings, detached garages, workshops, and other out buildings must be approved in writing by the Declarant prior to being erected, altered or placed on the Property. The term "dwelling" does not include single or double-wide manufactured homes, or any manufactured homes or residential living quarters of a similar nature, as determined in the sole discretion of the Declarant, and are not permitted within the Escondido Ridge Subdivision. The construction of any building, structure or improvement commenced on any Lot shall be completed as to exterior finish and appearance within nine (9) months from the commencement date. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers being placed on said Lots. All Lots shall be for residential purposes and all homes must be site constructed.

2.4. Houses (Dwellings) Restrictions. The principal improvement on a Lot must be one detached single-family dwelling. The dwelling size, setbacks, and exterior materials must comply with any governing City of Rio Vista or Johnson County Subdivision and Zoning Ordinances and with any higher standards established by Declarant or by Declarant's successor. However, notwithstanding any variances hereafter granted by either Declarant, or by a Declarant-appointed Architectural Control Committee, or by Declarant's successor, all dwellings shall have at least Two Thousand (2,000) square feet of air conditioned living area, excluding porches and a minimum of a two-car garage either attached or detached with a side or rear entrance. Any dwelling with more than one story shall have not less than One Thousand, Seven Hundred (1,700) square feet situated on the first floor. "Living Area" as used herein, is defined as the area measured from outside exterior wall to outside exterior wall, computed in square footage, exclusive however of any square footage contained within the garage, covered porches, and walkways. All residences will face the front yard of each Lot, which "front yard" of each Lot shall be determined and designated by Declarant.

2.5. Encroachment Reservations and Easements. Driveways and additional parking pads encroachment reservations and easements are created by this Document and are in addition to easements, if any, shown on a RePlat or created by separate instrument. Any driveways and any additional parking pads constructed by Declarant as initial improvements on the Property may be done so at Declarant's discretion without respect for individual Lot lines. A driveway or parking pad that is on a Lot other than the Lot it is intended to serve is hereby deemed to be a permitted perpetual encroachment which may remain undisturbed as long as the driveway or parking pad exists. The Owner of the Lot that is served by the driveway or parking pad has exclusive use of those improvements and is solely responsible for the maintenance, repair, replacement, and reconstruction of same as if it were constructed entirely on the Owner's Lot.

2.6. Leasing of Homes. An Owner may lease the dwelling on his Lot. Whether or not it is so stated in a lease, every lease is subject to the Documents. An Owner is responsible for providing his tenant with copies of the Documents and notifying him of changes thereto. Failure by the tenant or his invitees to comply with the Documents, federal or state law, or local ordinance is deemed to be a default under the lease. When Declarant notifies an Owner of his tenant's violation, the Owner will promptly obtain his tenant's compliance or exercise his rights as a landlord for tenant's breach of lease. If the tenant's violation continues or is repeated, and if the Owner is unable, unwilling, or unavailable to obtain his tenant's compliance, then Declarant has the power and right to pursue the remedies of a landlord under the lease or state law for the default, including eviction of the tenant. The Owner of a leased Lot is liable to Declarant on behalf of the Escondido Ridge Subdivision for any expenses incurred by the Declarant in connection with enforcement of the Documents against Owner's tenant. Declarant is not liable to the Owner for any damages, including lost rents, suffered by the Owner in relation to Declarant's enforcement of the Documents against the Owner's tenant.

2.7. Use Restrictions against Home Business, Profession or Hobby. The use of any of Lots 1 through 13 is limited exclusively to residential purposes or any other use permitted by this Document. No activity whether for profit or not, shall be conducted on any such Lot which is not related to single family residential purposes, unless said activity meets the following criteria: No Owner or Resident shall conduct, transmit, permit or allow any type or kind of home business or home profession or hobby on any Lot or within any residence which would:

- a. attract automobile, vehicular or pedestrian traffic to the Lot;
- b. involve lights, sounds, smells, visual effects, pollution and the like which would adversely affect the peace and tranquility of any one or more of the Residents within the Escondido Ridge Subdivision. The use of outdoor mercury lighting shall only be permitted with the express written consent of the Declarant or Declarant's designated Agent. All residents must exercise reasonable care to avoid making or permitting noises to be loud, disturbing, or objectionable, and to avoid making or permitting noxious odors, that are likely to disturb or annoy residents of neighboring Lots. Declarant's Escondido Ridge Subdivision Rules may prohibit the use of loud, disturbing, or objectionable, noise-producing, security devices or wind chimes; or
- c. require any signage. Any such advertising signs are prohibited. This restriction is

waived in regard to the customary sales activities required to sell homes on Lots 1 through 13 in the Escondido Ridge Subdivision.

This residential restriction does not, however, prohibit a resident from using a dwelling for personal business or professional pursuits provided that: (1) the uses are incidental to the use of the dwelling as a residence; (2) the uses conform to applicable governmental ordinances; (3) there is no external evidence of the uses; (4) the uses do not entail visits to the Lot by employees or the public in quantities that materially increase the number of vehicles parked on the Street; and (5) the uses do not interfere with residents' use and enjoyment of neighboring Lots.

ARTICLE III

ARCHITECTURAL AND CONSTRUCTION COVENANTS AND CONTROL

3.1. **Purpose.** Because the Lots are part of a single, unified community, this Declaration creates rights to regulate the design, use, and appearance of the Lots in order to preserve and enhance the Property's value and architectural harmony. One purpose of this Article is to promote and ensure the level of taste, design, quality, and harmony by which the Property is developed and maintained. Another purpose is to prevent improvements and modifications that may be widely considered to be radical, curious, odd, bizarre, or peculiar in comparison to then existing improvements. A third purpose is to regulate the appearance of every aspect of proposed or existing improvements on a Lot, including but not limited to dwellings, other structures, fences, landscaping, retaining walls, yard art, sidewalks and driveways, and further including replacements or modifications of original construction or installation. During the Development Period, a primary purpose of this Article is to reserve and preserve Declarant's right of architectural control.

3.2. **Declarant's Architectural Control During Development Period.** During the Development Period, the Architectural Control Committee for new homes on vacant Lots 1 through 13 is the Declarant or a Declarant-appointed Architectural Control Committee, unless released in writing by Declarant to the Lot Owners or to a successor Property Owners' Association.

3.3. **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 Declarant has a substantial interest in ensuring that the improvements within the Property enhance Declarant's reputation as a community developer and do not impair Declarant's ability to market its property or the ability of Builders to sell homes in the Property. Accordingly, each Owner agrees that during the Development Period, no improvements, demolition, or exterior alteration of improvements will be started or progressed on Owner's Lot without the prior written approval of Declarant or a Declarant-appointed Architectural Control Committee, 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 one or more persons from time to time to act on its behalf in reviewing and responding to applications.

3.4. **Delegation by Declarant.** During the Development Period, Declarant may from time to time, but is not obligated to, delegate all or a portion of its reserved rights under this Article to (1) an Architectural Control Committee appointed by Declarant, such committee being

comprised of architects, engineers, or other qualified persons who may or may not be Lot Owners. Any such delegation must be in writing and must specify the scope of delegated responsibilities. Any such delegation is at all times subject to the unilateral rights of Declarant (1) to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated and (2) to veto any decision which Declarant in its sole discretion determines to be inappropriate or inadvisable for any reason.

BEFORE MAKING ANY IMPROVEMENT OR ANY ALTERATION TO A LOT OR DWELLING, A BUILDER OR OWNER MUST APPLY TO THE DECLARANT OR TO THE ARCHITECTURAL CONTROL COMMITTEE FOR WRITTEN APPROVAL!

3.5. Architectural Control by Lot Owners or a Successor Property Owners' Association. Unless and until such time as Declarant delegates all or a portion of its reserved rights to an Architectural Control Committee appointed by Declarant, or until Declarant transfers Control to a Successor Property Owners' Association, or until the Development Period is terminated or expires, the Lot Owners have no jurisdiction over architectural matters. On termination or expiration of the Development Period, or earlier if delegated in writing by Declarant, the Lot Owners or a Successor Property Owners' Association, acting through the Architectural Control Committee, will assume jurisdiction over architectural control.

3.6. Limits on Liability. Declarant has sole discretion with respect to taste, design, and all standards specified by this Article. Neither Declarant nor a Declarant-appointed Architectural Control Committee shall have any liability for architectural design or construction decisions made in good faith, and which are not arbitrary or capricious. Neither Declarant nor a Declarant-appointed Architectural Control Committee, nor a successor Property Owners' Association are responsible for: (1) errors in or omissions from the plans and specifications submitted by Lot Owners, (2) supervising construction for the Owner's compliance with approved plans and specifications, or (3) the compliance of the Owner's plans and specifications with governmental codes and ordinances, state and federal laws.

3.7. Prohibition of Construction, Alteration & Improvement. Without Declarant's written approval or the written approval of an Architectural Control Committee appointed by Declarant, a person may not construct a dwelling or make an addition, alteration, improvement, installation, modification, redecoration, or reconstruction of or to the Property, if it will be visible from a street or another Lot. Declarant has the right, but not the duty, to evaluate every aspect of construction, landscaping, and property use that may adversely affect the general value or appearance of the Property.

3.8. Architectural Approval. To request architectural approval, an Owner must make written application to Declarant or to the Architectural Control Committee and submit two (2) identical sets of plans and specifications showing the nature, kind, shape, color, size, materials, including two (2) sets of plot plans (aka "Site Plans") showing locations on the Lot of the work to be performed. In support of the application, the Owner may, but is not required, to submit letters of support or non-opposition from Owners of Lots that may be affected by the proposed change. The application must clearly identify any requirement of this Declaration for which a variance is sought. Declarant or the Architectural Control Committee will return one set of plans and specifications to the applicant marked with the Declarant's or the Architectural Control

Committee's response, such as "Approved," "Conditionally Approved," "Denied," or "More Information Required." Declarant or the Architectural Control Committee will retain the other set of plans and specifications, together with the application, for the Declarant's or the Architectural Control Committee's files. Verbal approval by the Declarant or any Declarant-appointed Architectural Control Committee, or any member of an Architectural Control Committee, does not constitute architectural approval by the Declarant or the Architectural Control Committee, which must be in writing.

3.9. Deemed Approval. Under the following limited conditions, the applicant may presume that his request has been approved by the Declarant or the Architectural Control Committee:

- a. If the applicant or a person affiliated with the applicant has not received the Declarant's or the Architectural Control Committee's written response approving, denying, or requesting additional information within thirty (30) days after delivering his complete application to Declarant or to the Architectural Control Committee; or
- b. If the proposed improvement or modification strictly conforms to requirements and construction specifications contained in this Document and in any design guidelines for the Property in effect at the time of application.
- c. If those conditions are satisfied, the Owner may then proceed with the improvement, provided he adheres to the plans and specifications which accompanied his application, and provided he initiates and completes the improvement in a timely manner. In exercising deemed approval, the burden is on the Owner to document Declarant's or the Architectural Control Committee's actual receipt of the Owner's complete application. Under no circumstance may approval of the Declarant or the Architectural Control Committee be deemed, implied, or presumed for an improvement or modification that would require a variance from this Declaration's requirements and construction specifications contained or in any design guidelines in effect at the time of application.

3.10. No Approval Required. No approval is required to repaint exteriors in accordance with the same color scheme previously approved by Declarant or the Architectural Control Committee, or to rebuild a dwelling in accordance with any previously approved plans and specifications. Nor is approval required for an Owner to remodel or repaint the interior of a dwelling or any other structure on a Lot.

3.11. Building Permit. If the application is for work that requires a building permit from the City of Rio Vista or Johnson County, Declarant's or the Architectural Control Committee's approval is conditioned on the issuance of the appropriate permit. Declarant's or the Architectural Control Committee's approval of plans and specifications does not mean that they comply with the requirements of the City of Rio Vista or Johnson County. Alternatively, Rio Vista's or Johnson County's approval does not ensure Declarant's or the Architectural Control Committee's approval.

3.12. Neighbor Input. Declarant or the Architectural Control Committee may solicit comments on the application, including from Owners or Residents of Lots that may be affected

by the proposed change, or from which the proposed change may be visible. Whether to solicit comments, from whom to solicit comments, and whether to make the comments available to the applicant is solely at the discretion of Declarant or the Architectural Control Committee. Neither Declarant nor the Architectural Control Committee is required to respond to the commentors in ruling on the application.

3.13. Declarant Approved. Notwithstanding anything to the contrary in this Document, any improvement to the Property made or approved by Declarant during the Development Period is deemed to have been approved by a future Architectural Control Committee and/or successor Property Owners' Association.

3.14. Architectural Guidelines. Declarant, during the Development Period, and a successor Property Owners' Association, may publish architectural restrictions, guidelines, and standards, which may be revised from time to time to reflect changes in technology, style, and taste.

3.15. Improvements Compliance. All improvements on a Lot must (1) comply with any applicable governmental regulatory ordinances and codes, (2) have a building permit issued by the City of Rio Vista or Johnson County if the type of improvement requires a permit, and (3) have the Declarant's prior written approval. These three (3) requirements are independent; that is, one does not ensure or eliminate the need for another. The Lot Owner and/or Owner's Builder or Contractor must comply with all three (3) requirements.

3.16. Construction Restrictions. Without Declarant's or the Architectural Control Committee's prior written approval for a variance, improvements constructed on every Lot must have the characteristics described in this Article, which may be treated as the minimum requirements for improving and using a Lot. Declarant or a successor Property Owners' Association may promulgate additional rules and restrictions, as well as interpretations, additions, and specifications of the restrictions contained in this Article. An Owner should review the architectural and construction restrictions before planning improvements, repairs, or replacements to his Lot and dwelling.

3.17 Variance. The use of the Property is subject to the restrictions contained in this Document, and subject to any rules which may be adopted pursuant to this Article. Declarant or the Architectural Control Committee may grant a variance or waiver of a restriction or rule on a case-by-case basis when unique circumstances dictate, and may limit or condition its grant. Declarant or the Architectural Control Committee, may authorize variances from compliance with any of the provisions of this Declaration or minimum acceptable construction standards or regulations and requirements as promulgated from time to time by the Declarant or a successor Property Owners' Association when circumstances such as topography, natural obstructions, Lot configuration, Lot size, hardship, aesthetic or environmental considerations may require a variance. Declarant reserves the right to grant variances as to building set-back lines, minimum square footage of the residence and other design and construction restrictions and guideline items. To be effective, a variance must be in writing. The grant of a variance does not constitute a waiver or estoppel of the Declarant's right to deny a variance in other circumstances. Approval of a variance or waiver may not be deemed, implied, or presumed under any circumstance. The granting of any variance shall not affect in any way the Owner's obligation to comply with all governmental laws and any governing City of Rio Vista or Johnson County ordinances or regulations affecting the Property and the Plat.

3.18. Location and Height of the Improvements upon the Lot. The building set-back requirements shall be as designated on the Plat. The maximum height of any improvement shall be two stories.

3.19. Lot Subdivision, Combination, Replat and Composite Building Site. One or more Lots may be subdivided and replatted or combined with one or more Lots with the approval of all Owners of the Lots directly affected by the replatting. The size of each Lot and the density of the Lots in the Escondido Ridge Subdivision must comply with the requirements of any governing city's or county's Subdivision Ordinance. Any Owner of one or more adjoining Lots (or portions thereof) may replat and consolidate such Lots or portions into one building site, with the privilege of placing or constructing improvements on such resulting site without the prior written approval of any of the Owners of the Lots directly affected or the prior written approval of Declarant. In such case, the side building set-back lines shall be measured from the resulting side property lines rather than from the Lot lines as indicated on the Plat. The parties executing the replat will provide a copy of the recorded replat to Declarant. Replatting of Lots may not alter the number of votes and assessments allocated to the Lots as originally platted. If replatting reduces the number of Lots by combining Lots, the joined Lot will have the votes and assessments allocated to the Lots as originally platted.

3.20. New Construction. Any dwelling must be constructed on the Lot. A dwelling or addition, constructed elsewhere may not be moved onto a Lot. Factory-built homes are not permitted, even though assembled or finished on the Lot. The construction of a dwelling must be started promptly after the Declarant or the Architectural Control Committee approves the dwelling's plans and specification. At the start of construction, but not before, building material to be used in the construction may be stored on the Lot or with the Declarant's or the Architectural Control Committee's approval, on a nearby Lot. Once started, the dwelling and all improvements on the Lot, must be completed with due diligence.

3.21. Occupancy. Other than the completed principal dwelling, no thing or structure on a Lot may be occupied as a residence at any time by any person. This provision applies, without limitation, to the garage, mobile homes, campers, tents, storage sheds and commercial structures.

3.22. Exterior Wall Materials for Dwellings. The type, quality, and color of dwelling and exterior wall materials must be approved by Declarant or by the Architectural Control Committee. Dwellings, including Guest Houses, must be built with new construction material with exteriors being at least eighty percent (80%) masonry on the first floor only. "Masonry" may consist of stone, brick or stucco. The remaining twenty percent (20%) of the exterior siding may be built with cementitious construction material, such as Hardy Plank and similar materials.

3.23. Roofs. The roof surface of all principal and secondary structures including garages and outbuildings shall be made of slate, stone, asphalt or composition, concrete tile, clay tile, or other tile of a ceramic nature, or metal. All metal roofs shall be left natural or painted a color approved by the Architectural Control Committee, using standing or battened seams. The Committee shall have the authority and sole discretion to approve other roof treatments and materials if in the discretion of the Declarant or the Architectural Control Committee the form utilized will be harmonious with the surrounding homes and Subdivision as a whole and complies with any rules or regulations adopted by the Association or Committee. Minimum roof

pitch elevation shall be eight (8) to twelve (12), unless otherwise approved by the Committee. Asphalt or composition roofs must be covered with material having a manufacturer's warranty of at least twenty (20) years, such as GAF Sentinal or its equivalent. The use of fiberglass shingles is permitted. The color of roofing material must be weatherwood or an equivalent earth tone color approved by the Declarant or the Architectural Control Committee. Declarant or the Architectural Control Committee may permit or require other weights, materials, and colors.

3.24. Garages Restrictions. Each dwelling must have an attached or detached garage for at least two (2) full-size automobiles. All garages, wherever possible and practical, as determined by Declarant or the Architectural Control Committee, will be constructed with the entrance into the garage and the garage doors facing and parallel with the rear or side lot lines of the Lot, unless prior permission is obtained in writing from Declarant or the Architectural Control Committee. Where rear or side lot line entry into the garage and the garage doors is neither possible nor practical, as determined by Declarant or by the Architectural Control Committee, entry into garages facing and parallel with the front lot lines of the Lot shall be permitted. Any detached garage must match the veneer of the dwelling or primary commercial structure on any Lot. Without Declarant's or the Architectural Control Committee's prior written approval, the original garage area of a Lot may not be enclosed or used for any purpose that prohibits the parking of two standard-size operable vehicles therein. Garage doors are to be kept closed at all times except when a vehicle is entering or leaving.

3.25. Driveways Restrictions. All driveways must be surfaced using paving materials and construction specifications approved by Declarant or a successor Property Owners' Association. Driveways that require culverts will be CMP culverts with safety end caps and concrete base. Vehicles shall not be parked on any non-paved portion of any Lot. The driveway portion of a Lot may not be used for any purpose that interferes with its ongoing use as a route of vehicular access to the garage. Without Declarant's or the Architectural Control Committee's prior approval, a driveway may not be used: (a) for storage purposes, including storage of boats, trailers, recreational vehicles, and inoperable vehicles; or (b) for repair or restoration of vehicles.

3.26. Accessories. Installation of all exterior items and surfaces, including address numbers, decorative hardware, external ornamentation, lights fixtures, and exterior paint and stain, is subject to Declarant's or the Architectural Control Committee's prior approval, including approval of design, color, materials, and location.

3.27. Carports. No carport may be installed, constructed, or maintained on the front of any Lot or dwelling, with or without approval of Declarant or the Architectural Control Committee. No carport may be installed, constructed, or maintained on any other portion of a Lot without Declarant's or the Architectural Control Committee's prior written approval.

3.28. Accessory Structures and Larger Outbuildings.

- a. **Accessory Structures (Generally).** Accessory structures, such as dog houses, gazebos, storage sheds, playhouses, and greenhouses, also including the larger outbuildings (also referred to as "Accessory Buildings") may not be located in front yards or in unfenced portions of side or rear yards. Any outbuildings (also referred to as "Accessory Buildings") must be constructed on a concrete slab during or after the construction of the Dwelling. Detailed plans and specifications for workshops

and other outbuildings must be submitted to the Architectural Control Committee in order to be considered for approval. If an accessory structure that is visible from a street or another Lot is installed on a Lot without the prior written approval of Declarant or the Architectural Control Committee, Declarant or the Architectural Control Committee reserves the right to determine that the accessory structure is unattractive or inappropriate or otherwise unsuitable for the Property, and may require the Owner to relocate it, screen it, or remove it.

- b. **Outbuildings.** The highest elevation of any outbuildings shall not exceed thirty-five (35) feet in height from the highest elevation of virgin soil of the outbuilding or the highest elevation of the completed dwelling, whichever is less, to ensure that no outbuilding is higher in elevation than the dwelling. All outbuildings, regardless of size, must be constructed to be harmonious with the color of the exterior walls of the main dwelling. Each tract will be limited to no more than one (1) large outbuilding per acre with a maximum of three (3) outbuildings on any tract.

Large Outbuildings (also referred to herein as Large Accessory Buildings), such as workshops, barns and large storage buildings, whose footprint exceeds eighty (80) square feet, may be a metal building, and must be constructed to be harmonious with the colors of the exterior walls, the garage doors and the roofs of the main dwelling. A minimum of a thirty-inch (30") wainscot of brick or stone masonry, harmonious with the brick and/or stone on the exterior of the main dwelling, shall be constructed along and at the base of the front of large outbuildings. The minimum thirty inch (30") front masonry wainscot shall satisfy the requirement for materials harmonious with the main dwelling. The Architectural Control Committee's written approval of the exterior colors of the remaining exterior of such buildings, as being harmonious with the main dwelling, is required. If the Dwelling has at least a two-car garage, then the outbuilding may, with the approval of the Architectural Control Committee, have garage doors that face the front street of the Lot.

3.29. Temporary Structures. No temporary dwelling, shop, portable shed, tent, trailer or mobile home of any kind or any improvements of a temporary character, except as otherwise permitted herein, shall be permitted on any Lot, further except that the Declarant, Builder or Contractor may have temporary improvements (such as a sales office and/or construction trailer and a portable toilet) on a given Lot during construction of the residences or the commercial structure on that Lot. No building materials of any kind or character shall be placed or stored upon the property until the Owner thereof is ready to commence construction of improvements, and then such materials shall be placed within the property lines of the Lot upon which the improvements are to be erected.

3.30. Air Conditioners. Air conditioning equipment may not be installed in the front yard of a dwelling or a commercial structure. Window units are prohibited.

3.31. Dwelling Addresses and Mailboxes. Curbside mailboxes are only permitted by the United States Postal Service on County or State highways, such as CR 1105 which runs along the front of the Lots in the Escondido Ridge Subdivision. The location, design, dimensions, materials, color and construction of curbside mailboxes and pedestals in the Escondido Ridge Subdivision must receive the written approval of the Declarant or the

Architectural Control Committee prior to beginning construction. The Declarant or the Architectural Control Committee may require the Escondido Ridge Subdivision's curbside mailboxes and any pedestals to be constructed with masonry matching any masonry used to construct the dwelling on each such Lot.

3.32. Subdivision Lot Fencing. This Section 3.32 is subject to the Declarant's right to adopt additional or different specifications for construction or reconstruction of fences and walls. Retaining walls must be constructed entirely with Architectural Control Committee-approved design and materials; however, railroad ties may not be used for a retaining wall. A fence located on or near the dividing line between two Lots and intended to benefit both Lots constitutes a "Party Wall Fence" and, to the extent not inconsistent with the provisions of this Article, is subject to the general rules of law regarding party walls and liability for property damage due to negligence, willful acts, or omissions. Matters concerning party fences and party walls of adjoining Lots are governed by the general rules of law concerning party walls and party fences.

- a. **Rear Perimeter fencing of Lots** shall be required of Lot Owners. A rear perimeter existing at the time of a Buyer's purchase of a Lot shall meet this rear perimeter fencing requirement. Such Lot Buyers shall not be required to replace a rear perimeter fence that exists at the time of Buyer's purchase of a Lot, and shall not be required to reimburse the Developer for the cost of any such existing rear perimeter fence; but Lot Owners purchasing a Lot with an existing rear perimeter fence must repair and maintain such existing fence at the Lot Owner's cost. Every Lot Owner, at the Lot Owner's cost, shall be entitled to replace and install a new fence along the rear perimeter property line on the Owner's Lot consistent with the community's subdivision perimeter fencing standards set forth in subsection b below. Newly installed rear perimeter fences shall be installed, repaired and maintained by Lot owners. The Lot's originally existing rear perimeter fencing may not be altered or removed by any Lot owner, except to be repaired or replaced in its entirety.
- b. **Perimeter fencing of Lots** is permitted, but shall not be required. Side perimeter fencing of Lots may not be constructed between the dwelling's front building line and the front street property line, but may connect to the side of a dwelling as far as the dwelling's front building line. As stated in subsection a above, Lot Owners shall not be required to replace the rear perimeter fence that exists at the time of the Lot Owner's purchase of the Lot, but must repair and maintain such existing rear perimeter fence in good condition. If the Lot Owner elects to install rear, side and front perimeter fencing (connecting to the sides of the dwelling), the proposed fencing must be approved by the Architectural Control Committee, and it must be constructed along the entire common side boundary lines of the Owner's Lot with the contiguous Owners' Lots, extending from the corners of the rear boundary line and the side boundary lines to a point along each side boundary line at or before the front building line of the dwelling, and then extended from those points on each side boundary line to terminate at the edge of the dwelling at or behind the dwelling's front building line. Partial side yard perimeter fencing or cross fencing, except to fence-in the backyard or side yards privacy areas of the home, as approved in writing by the Declarant or the Architectural Control Committee (herein the "ACC"), shall not be permitted.

Other than as permitted by the ACC for backyard privacy fences, all side yard perimeter Lot fencing must be either of the following types of fencing:

- (i) a minimum five foot (5') tall privacy, treated cedar slat fence with steel posts set in concrete at least 18 inches deep installed no more than ten feet (10') apart, and with the finished side facing the street and other outside visible areas. The cedar fences must be stained with the stain color approved by the Architectural Control Committee.
 - (ii) a minimum five feet (5') tall, black, either ornamental wrought iron or top-rail pipe fencing constructed of steel anchor posts set in concrete at a depth of at least two feet in the ground, with the fencing between anchor posts spaced eight feet (8') to ten feet (10') apart. If selected, the all black top-rail perimeter fence must also be at least five feet (5') tall, steel pipe fencing, with a horizontal black steel pipe top-rail, and with no-climb 2" by 4" no-climb Horse wire mesh (approved by the Architectural Control Committee) attached to the Lot's interior side of the fence, installed approximately 2" above the ground to permit grass and weed maintenance along the fence line.
- c. **Backyard Privacy Fencing** is permissible. Side yard fencing may not be constructed between a dwelling's front building line and the front street property line. All immediate backyard and side yard privacy fencing surrounding swimming pools and other areas of homeowners' desired privacy must receive written approval of the Declarant or the Architectural Control Committee prior to construction. Any privacy fencing installed along the backyard and/or side boundaries of a Lot, near the backyard of a dwelling for such purposes as to contain small children and domestic pets, or to surround and protect such private amenities as a swimming pool, children's playground or similar equipment, patios, pergolas, etc. may be wood privacy fencing described above in subsection b, and may also be all-black fencing constructed of steel anchor posts set in concrete at a depth of at least one foot in the ground, open view, low profile, four feet (4') to five feet (5') tall, and constructed either of ornamental iron or aluminum materials, with open vertical tines 4" apart. It shall also be permissible if the Lot Owner elects to install a wire mesh, smaller than the Lot perimeter fencing 2" by 4" mesh no-climb Horse wire, attached to the Lot's interior (inside) of the fence to a height from the ground of up to two feet, designed to contain a small dog. Wood privacy fences may be permitted in special and limited circumstances if approved by the Declarant or the Architectural Control Committee.

The use of chain link, barbed wire, hog wire, rock, brick, unfinished concrete block, and similarly undesirable fencing materials, as determined in the sole discretion of the Architectural Control Committee, is prohibited. Fencing exceptions to this Section 3.32, designed and used for dog runs, must not be visible from the street, and must be approved by the Architectural Control Committee in its sole discretion.

3.33. **Colors & Color Changes**. The colors of dwellings and other buildings, fences, walls, exterior decorative items, and all other improvements on a Lot are subject to regulation by Declarant. Because the relative merits of any color are subjective matters of taste and preference, Declarant or the Architectural Control Committee shall determine the colors that are

acceptable for the Escondido Ridge Subdivision. Lot Owners cannot change or add colors that are visible from the street or another Lot without the prior written approval of Declarant or the Architectural Control Committee.

3.34. Utilities. Municipal water shall be provided to each residential Lot in the Escondido Ridge subdivision by the Johnson County Special Utility District. On-Site Sewage Facility ("OSSF") treatment and disposal systems are required to be installed on each Lot by each Lot Owner. All OSSF sewage treatment and disposal systems must comply with the provisions and rules of Johnson County, Texas for private sewage facilities, and shall be subject to inspection by the Johnson County Public Works Department to ensure that such OSSF systems meet the minimum Johnson County standards. Lot Owners must comply with Johnson County, State of Texas and Federal OSSF standards to maintain operational compliance and to avoid and contain objectionable odors. Temporary water and sewage facilities and systems may be installed and used by Declarant or by Builders prior to Lot Owners' required connection to municipal water and installation of separate septic sewage systems designed to serve the dwellings respectively on Lots 1 through 13 as such dwellings are constructed and ready for occupancy. All dwellings and other buildings must also be served with electricity provided by Texas New Mexico Power. All utility lines and equipment must be located underground, except for: (1) elevated or surface lines or equipment required by a public utility or a city; (2) elevated or surface lines or equipment installed by Declarant as part of the development plan; and (3) surface equipment necessary to maintain, operate, or read underground facilities, such as meters, risers, service pedestals, and transformers. Declarant or the Architectural Control Committee may require that utility meters, risers, pedestals, and transformers be visually screened from the street and neighboring Lots.

3.35. Drainage. No person may impair or interfere with the natural established drainage pattern over any part of the Property unless an adequate alternative provision for proper drainage has been approved by the Declarant and any applicable governmental authority. Driveway culverts must be installed and will be of sufficient size to afford proper drainage of ditches without backing water up into the ditch or diverting the flow. Drainage culvert installation is subject to the inspection and approval of Johnson County and must be installed prior to any construction on the Lot. All driveways must be constructed in accordance with standard detail adopted by Declarant.

3.36. Landscaping and Yard Maintenance. Individual Owners or residents (including lessees), at such Owner's or residents' (including lessees') sole expense, are obligated to mow, trim, fertilize and otherwise maintain such Owner's or residents' (including lessees') yard. If in the opinion of Declarant a resident either violates the landscaping or yard mowing, trimming, fertilizing, or other maintenance rules of this Declaration, or other rules promulgated by Declarant, or in the sole opinion of the Declarant causes or allows damage to occur to his yard, plant beds, other landscaping, or sprinkler system, Declarant may perform such landscaping or yard mowing, trimming, fertilizing, or other maintenance which Declarant deems appropriate at the offending resident's expense, and such resident shall be liable for the cost of any yard maintenance, repair or restoration which may be performed by Declarant or Declarant's designated agents. The Owner of a Lot is liable to Declarant on behalf of the Escondido Ridge Subdivision for any expenses incurred by Declarant in connection with enforcement of the landscaping and yard maintenance requirements of this Declaration.

3.37. **Appearance.** Both the respective individual Lots and the dwellings on Lots 1 through 13 must be maintained in a manner so as not to be unsightly when viewed from the street or neighboring Lots. The Declarant or the Architectural Control Committee is the arbitrator of acceptable appearance standards.

ARTICLE IV

LOT OWNERS' OBLIGATIONS AND COMPLIANCE

4.1. **Obligations of Owners.** Without limiting the obligations of Owners under the Documents, each Owner has the following obligations:

4.1.1. **Information.** Within thirty (30) days after acquiring an interest in a Lot, within thirty (30) days after the Owner has notice of a change in any information required by this Subsection, and on request by Declarant from time to time, an Owner will provide Declarant with the following information: (1) a copy of the recorded deed by which Owner has title to the Lot; (2) the Owner's address, phone number, and email address, if any; (3) the name and phone number of any resident other than the Owner; and (4) the name, address, and phone number of Owner's property managing agent, if any.

4.1.2. **Pay Assessments.** Each Owner will pay assessments properly levied by the Declarant or Declarant's successor against the Owner and his Lot.

4.1.3. **Comply.** Each Owner will comply with the Documents as amended from time to time.

4.1.4. **Reimburse.** Each Owner will pay for damage to the Property caused by the negligence or willful misconduct of the Owner, or by a resident of the Owner's Lot or the Owner's or resident's family, guests, employees, contractors, agents, or invitees.

4.1.5. **Liability.** Each Owner is liable to Declarant or Declarant's successor for the benefit of the Escondido Ridge Subdivision for violations of the Documents by the Owner, a resident of the Owner's Lot, or the Owner's or resident's family, lessees, guests, employees, agents, or invitees, and for costs incurred by Declarant or Declarant's successor to obtain compliance, including attorney's fees whether or not suit is filed.

4.2. **Purpose of Assessments.** Declarant may, if and as necessary, use assessments for the purpose of maintaining the Property values and promoting the health, safety and welfare of the Owners of the Escondido Ridge Subdivision Property and for the general purposes of preserving and enhancing the Property, and for the common benefit of Owners and residents, including but not limited to maintenance, repair or replacement of drainage structures in drainage easements, enforcement of the terms and provisions of this Declaration, and any expense reasonably related thereto. If made in good faith, the Declarant's decision with respect to assessments authorized by this Declaration and the use of such assessment proceeds is final.

4.3. **Owners' Approval of Additional Assessments.** Declarant's and Declarant's successor's ability to establish and enforce assessments not provided for in this Declaration to enforce the provisions of this Declaration shall require the Owners' approval as evidenced by the written consent of the Owners of at least two-thirds (2/3rds) of the Lots.

4.4. Personal Obligation. An Owner is obligated to pay assessments levied by the Declarant against the Owner or his Lot. An Owner shall make payment to the Declarant for the benefit of the Escondido Ridge Subdivision at Declarant's principal office or at any other place the Declarant directs. Payments must be made in full regardless of whether an Owner has a dispute with Declarant, another Owner, or any other person or entity regarding any matter to which this Declaration pertain. No Owner may exempt himself from his assessment liability by waiver of the use or enjoyment of or by the abandonment of his Lot. An Owner's obligation is not subject to offset by the Owner, nor is it contingent on the Declarant's performance of its duties. Payment of assessments is both a continuing affirmative covenant personal to the Owner and a continuing covenant running with the Lot.

4.5. Assessment Lien. 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 to pay assessments to Declarant for the benefit of the Escondido Ridge Subdivision, and hereby grants to Declarant a contractual lien on such Lot, which may be foreclosed on by non-judicial foreclosure and pursuant to the provisions of Section 51.002 of the Texas Property Code (and any successor statute); and, each such Owner hereby expressly grants Declarant a power of sale in connection therewith. Each assessment is a charge on the Lot and is secured by a continuing lien on the Lot. Each Owner, and each prospective Owner, is placed on notice that his title may be subject to the continuing lien for assessments attributable to a period prior to the date he purchased his Lot.

4.6. Superiority of Assessment Lien. The Assessment Lien is superior to all other liens and encumbrances on a Lot, except only for (1) real property taxes and assessments levied by governmental and taxing authorities, (2) a deed of trust or vendor's lien recorded before these Protective Covenants, (3) a recorded deed of trust lien securing a loan for construction of the original dwelling, and (4) a first or senior purchase money vendor's lien or deed of trust lien recorded before the date on which the Delinquent Assessment became due. The Assessment Lien is subordinate and inferior to a recorded deed of trust lien that secures a first or senior purchase money mortgage, an FHA-insured mortgage, or a VA-guaranteed mortgage.

4.7. Effect of Mortgagee's Foreclosure. Foreclosure of a superior lien extinguishes Declarant's claim against the Lot for unpaid assessments that became due before the sale, but does not extinguish Declarant's claim against the former Owner. The purchaser at the foreclosure sale of a superior lien is liable for assessments coming due from and after the date of the sale.

4.8. Notice and Release of Notice. Declarant's Assessment Lien for assessments is created by recordation of this Declaration, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien is required. However, Declarant, at its option, may cause a notice of the lien to be recorded in the Johnson County's Deed Records. If the debt is cured after a notice has been recorded, Declarant will record a release of the notice at the expense of the curing Owner.

4.9. Power of Sale. By accepting an interest in or title to a Lot, each Owner grants to Declarant a private power of nonjudicial sale in connection with Declarant's Assessment Lien. Declarant may appoint, from time to time, any person, including an officer, agent, trustee,

substitute trustee, or attorney, to exercise Declarant's Assessment Lien rights on behalf of the Briar Haven Subdivision, including the power of sale. The appointment must be in writing.

4.10. Foreclosure of Lien. The Assessment Lien may be enforced by judicial or nonjudicial foreclosure. A foreclosure must comply with the requirements of applicable law, such as Chapter 209 of the Texas Property Code. A nonjudicial foreclosure must be conducted in accordance with the provisions applicable to the exercise of powers of sale as set forth in Section 51.002 of the Texas Property Code, or in any manner permitted by law. In any foreclosure, the Owner is required to pay the Association's costs and expenses for the proceedings, including reasonable attorneys' fees, subject to applicable provisions of the ByLaws and applicable law, such as Chapter 209 of the Texas Property Code. Declarant has the power to bid on the Lot at foreclosure sale and to acquire, hold, lease, mortgage, and convey same. Declarant may not foreclose the Assessment Lien if the debt consists solely of fines and/or a claim for reimbursement of attorney's fees incurred by Declarant.

4.11. Money Judgment. Declarant may file suit seeking a money judgment against an Owner delinquent in the payment of assessments, without foreclosing or waiving Declarant's Lien for assessments.

4.12. Notice to Mortgagee. Declarant may notify and communicate with the holder of any lien against a Lot regarding the Owner's default in payment of assessments.

4.13. Remedies. The remedies provided in this Declaration for breach of the Documents are cumulative and not exclusive. In addition to other rights and remedies provided by the Documents and by law, Declarant has the following right to enforce the Documents, subject to applicable notice and hearing requirements:

4.13.1. Nuisance. The result of every act or omission that violates any provision of the Documents is a nuisance, and any remedy allowed by law against a nuisance, either public or private, is applicable against the violation.

4.13.2. Violations. Declarant may levy reasonable charges, as an assessment, against an Owner and his Lot if the Owner or resident (including lessees), or the Owner or resident's family, lessees, guests, employees, agents, or contractors violate a provision of the Documents. Fines may be levied for each act of violation or for each day a violation continues, and does not constitute a waiver or discharge of the Owner's obligations under the Documents.

4.13.3. Self-Help. Declarant has the right to enter any part of the Property, including Lots, to abate or remove, using force as may reasonably be necessary, any erection, thing, animal, person, vehicle, or condition that violates the Documents. In exercising this right, Declarant is not trespassing and is not liable for damages related to the abatement. Declarant may levy its costs of abatement against the Lot and Owner as an assessment. Unless an emergency situation exists in the good faith opinion of Declarant, Declarant will give the violating Owner ten (10) days' notice of its intent to exercise self-help.

4.13.4. Legal Proceedings. Failure to comply with the Documents will be grounds

for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both. Prior to commencing any legal proceeding, Declarant will give the defaulting party reasonable notice and an opportunity to cure the violation.

4.14. Declarant's Discretion. Declarant may use its sole discretion in determining whether to pursue a violation of the Documents, provided Declarant does not act in an arbitrary or capricious manner and is acting on behalf of the Escondido Ridge Subdivision and its Lot Owners.

4.15. No Waiver. Declarant and every Owner has the right to enforce all restrictions, conditions, covenants, liens, and charges now or hereafter imposed by the Documents. Failure by Declarant or by any Owner to enforce a provision of the Documents is not a waiver of the right to do so thereafter. If Declarant does waive the right to enforce a provision, that waiver does not impair Declarant's right to enforce any other part of the Documents at any future time. Declarant is not liable to any Owner for the failure to enforce any other Documents at any time.

4.16. Recovery of Costs. The costs of curing or abating a violation are at the expense of the Owner or other person responsible for the violation. If legal assistance is obtained to enforce any provision of the Documents, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of the Documents or the restraint of violations of the Documents, the prevailing party is entitled to recover from the non-prevailing party all reasonable and necessary costs incurred by it in such action, including reasonable attorneys' fees.

ARTICLE V

DISPUTE RESOLUTION

5.1. Dispute Resolution Introduction. The Owners and any person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, the "Parties") agree to encourage the amicable resolution of disputes involving the Escondido Ridge Subdivision Property and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, each Party hereby covenants and agrees that this Article applies to all claims as hereafter defined. Declarant and any successor Property Owners' Association are exempt from the provisions of this Article, specifically including but not limited to the requirement to submit to mediation.

5.2. Mandatory Procedures. "Claimant" (any Party having a Claim against any other Party) may not file suit in any Court or initiate any proceeding before any administrative tribunal seeking redress or resolution of its "Claim" (any legal claim, grievance, or dispute between two or more Parties involving the any part or all of the Escondido Ridge Subdivision Property) until Claimant has complied with the procedures of this Article.

5.3. Notice. Claimant must notify "Respondent" (any Party against whom the Claimant has a Claim) in writing of the Claim (the "Notice"), stating plainly and concisely: (1) the nature of the Claim, including date, time, location, persons involved, and Respondent's role in the Claim; (2) the basis of the Claim (i.e., the provision of the Documents or other authority out of which the Claim arises); (3) what Claimant wants Respondent to do or not do to resolve the Claim; and (4) that the Notice is given pursuant to this Article.

5.4. Mediation. Claimant and Respondent will make every reasonable effort to meet in person to resolve the Claim by good faith negotiation. If the Parties negotiate but do not resolve the Claim through negotiation within one hundred, twenty (120) days from the date of the Notice (or within such other period as may be agreed on by the Parties), Claimant will have thirty (30) additional days within which to submit the Claim to mediation under the auspices of a mediation center or individual mediator on which the Parties mutually agree. The mediator must have at least five (5) years of experience serving as a mediator and must have technical knowledge or expertise appropriate to the subject matter of the Claim. If Claimant does not submit the Claim to mediation within the 30-day period, Claimant is deemed to have waived the Claim, and Respondent is released and discharged from any and all liability to Claimant on account of the Claim.

5.5. Termination of Mediation. If the Parties do not settle the Claim within thirty (30) days after submission to mediation, or within a time deemed reasonable by the mediator, the mediator will issue a notice of termination of the mediation proceedings indicating that the Parties are at an impasse and the date that mediation was terminated. Thereafter, Claimant may file suit or initiate administrative proceedings on the Claim, as appropriate.

5.6. Allocation of Costs. Except as otherwise provided in this Article, each Party bears all of its own costs incurred prior to and during the proceedings described in the Notice, Negotiation, and Mediation sections above, including its attorneys' fees. Respondent and Claimant will equally divide all expenses and fees charged by the mediator.

5.7. Enforcement of Resolution. Settlement of the Claim through negotiation or mediation will be documented in writing and signed by the Parties. If any Party thereafter fails to abide by the terms of the agreement, then the other Party may file suit or initiate administrative proceedings to enforce the agreement without the need to again comply with the procedures set forth in this Article. In that event, the Party taking action to enforce the agreement is entitled to recover from the non-complying Party all costs incurred in enforcing the agreement, including, without limitation, attorneys' fees and court costs.

5.8. Litigation Approval & Settlement. In addition to and notwithstanding the above alternate dispute resolution procedures, the Declarant or a successor Property Owners' Association may not initiate any judicial or administrative proceeding without the prior approval of Owners of at least eighty percent (80%) of the Lots, except that no such approval is required (1) to enforce provisions of this Declaration, including collection of assessments; (2) to challenge condemnation proceedings; (3) to enforce a contract against a contractor, vendor, or supplier of goods or services to the Escondido Ridge Subdivision Property; (4) to defend claims filed against the Escondido Ridge Subdivision Property or to assert counterclaims in a proceedings instituted against the Escondido Ridge Subdivision Property; or (5) to obtain a temporary restraining order or equivalent emergency equitable relief when circumstances do not provide sufficient time to obtain the prior consents of Owners in order to preserve the status quo. Declarant, or the Board of any successor Property Owners' Association, on behalf of the Association, and without the consent of Owners, is hereby authorized to negotiate settlement of litigation, and may execute any document related thereto, such as settlement agreements and waiver or release of claims. This Article may not be amended without the approval of Owners of at least eighty percent (80%) of the Lots.

ARTICLE VI AMENDMENTS

6.1. **Consents Required and Method of Amendment.** This Declaration may be amended by any method selected by the Declarant with the consent of the Owners of at least two-thirds (2/3rds) of the Lots. Or in the event a Property Owners' Association is formed hereafter, this Declaration may be amended by the Board of such Property Owners' Association from time to time with the consent of the Owners of at least two-thirds (2/3rds) of the Lots, pursuant to the Property Owners' Association's ByLaws, provided the method gives an Owner of each Lot the substance, if not the exact wording, of the proposed amendment, a description of the effect of the proposed amendment, and an opportunity to vote for or against the proposed amendment. No amendment may affect Declarant's rights under this Declaration without Declarant's written and acknowledged consent, which must be part of the recorded amendment instrument.

6.2. **Effective.** To be effective, any amendment must be in the form of a written instrument (1) referencing the name of the Property, the name of the Declarant or any successor Property Owners' Association, and the recording data of this Declaration and any amendments hereto; (2) signed and acknowledged by either the Declarant or an officer of the successor Property Owners' Association, certifying the requisite approval of Owners or directors and, if required, Eligible Mortgagees; and (3) recorded in the Deed Records of Johnson County, except as modified by the following Section. This Section may not be amended without Declarant's written and acknowledged consent.

6.3. **Ordinance Compliance.** When amending the Documents, Declarant or any successor Property Owners' Association must consider the validity and enforceability of the amendment in light of current public law, including without limitation any governing City of Rio Vista and Johnson Countt subdivision ordinance promulgated and in effect.

6.4. **Merger.** Merger or consolidation of the Escondido Ridge Subdivision Property with another Declarant-deed-restricted property or property restricted and governed by a Property Owners' Association must be evidenced by an amendment to this Declaration. The amendment must be approved by at least two-thirds (2/3rd) of the Owners of the Lots. Upon a merger or consolidation of the Escondido Ridge Subdivision Property Association with another Declarant-restricted property or property restricted and governed by a Property Owners' Association, the property, rights, and obligations of such other Declarant-deed-restricted property or property restricted and governed by a Property Owners' Association may, by operation of law, be added to the properties, rights, and obligations of a Property Owners' Association formed to govern and manage the Escondido Ridge Subdivision Property as a surviving corporation pursuant to the merger. The surviving or consolidated association may administer the provisions of the Documents within the Property, together with the covenants, conditions and restrictions established upon any other property under its jurisdiction. No merger or consolidation, however, will effect a revocation, change, or addition to the covenants, conditions and restrictions established by this Declaration within the Property without amending this Declaration as hereby provided.

6.5. **Termination.** Termination of the terms of this Declaration and the status of the Property as a planned unit development are according to the following provisions. In the event

of substantially total damage, destruction, or public condemnation of the Property, an amendment to terminate must be approved by Owners of at least eighty percent (80%) of the Lots. In the event of public condemnation of the entire Property, an amendment to terminate may be executed either by the Declarant or by the Board of any then-existing Property Owners' Association without a vote of Owners. In all other circumstances, an amendment to terminate must be approved by Owners of at least eighty percent (80%) of the Lots.

ARTICLE VII

GENERAL COVENANTS, CONDITIONS AND RESTRICTIONS

7.1. **Compliance.** The Owners hereby covenant and agree that the administration of the covenants, conditions and restrictions in this Declaration and of any successor Property Owners' Association will be in accordance with the provisions of the Documents and applicable laws, regulations, and ordinances, as same may be amended from time to time, of any governmental or quasi-governmental entity having jurisdiction over the Property and any Property Owners' Association successor to Declarant.

7.2. **Higher Authority.** The Documents are subordinate to federal and state law, and local ordinances. Generally, the terms of the Documents are enforceable to the extent they do not violate or conflict with local, state, or federal law or ordinance.

7.3. **City Ordinances.** Ordinances which may be adopted by any city or county having authority in the future over the Property will be provided to Owners and will be complied with if the physical nature of the Property and each Lot permit.

7.4. **All Lots Subject to Articles IV through VII.** All of Lots 1 through 13 and each of their respective Owners are subject to and bound by all the covenants, conditions and restrictions in Articles IV through VII.

7.5. **Property Subject to Documents.** The Escondido Ridge Subdivision real property is held, transferred, sold, conveyed, leased, occupied, used, insured, and encumbered subject to the terms, covenants, conditions, restrictions, reservations, liens, and easements of this Declaration, which run with the Property and bind all parties having or acquiring any right, title, or interest in the Property, their heirs, successors, and assigns, and inure to the benefit of each Owner of the Property. 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 to be bound by this Declaration and the Plat referenced herein, and further agrees to maintain any easement that crosses his Lot and for which the Declarant does not have express responsibility.

7.6. **Plat Dedications, Easements & Restrictions.** In addition to the dedications, easements, covenants, conditions and restrictions contained in this Declaration, the Property is subject to the reservations, dedications, limitations, notes, easements, restrictions, and reservations shown or cited on the Escondido Ridge Subdivision RePlat recorded as Instrument Number 2020-82 in Drawer K of the Plat Records of Johnson County, Texas, which Plat is incorporated herein by reference. All dedications, easements, restrictions, and reservations created herein or shown on the Plat, replats or amendments of the Plat of Escondido Ridge Subdivision recorded in the Plat records of Johnson County, Texas, shall be construed as

being included in each contract, deed, or conveyance executed or to be executed by or on behalf of Declarant, and on or behalf of conveyances of Lots executed by Lot Owners, whether specifically referred to therein or not. 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 to be bound by the Plat, and further agrees to maintain any easement that crosses his Lot and for which the Declarant does not have express responsibility.

7.7. **Title Subject to Easements.** It is expressly agreed and understood that the title conveyed by Declarant to any of the Lots by contract, deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, electric lighting, electric power, natural gas, telegraph or telephone purposes and other easements granted affecting the Lots. The Owners of the respective Lots shall not be deemed to own pipes, wires, conduits or other service lines or equipment running through, or existing on, their Lots which are utilized for their Lots or service other Lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his Lot.

7.8. **Declarant's Access Easement.** Declarant is hereby granted an easement of access and entry to every Lot to perform maintenance, to enforce architectural and use restrictions, to respond to emergencies, and to perform any other duties required by the Documents.

7.9. **Mineral Rights.** No commercial oil or gas drilling, oil or gas development operations or refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot. No derrick or other rigging or structures designed for the use of boring or drilling for oil or natural gas shall be erected, maintained or permitted upon any Lot. Nevertheless, some or all of the Property may be subject to a previous owner's acquisition, reservation, or conveyance of oil, gas, or mineral rights pursuant to one or more deeds recorded in the Real Property Records of Johnson County, Texas, including but not limited to rights to all oil, gas, or other minerals lying on, in, or under the Property and surface rights of ingress and egress. Because any deed reserving a mineral interest may have been recorded prior to this Declaration, it would be a superior interest in the Property and is not affected by any provision to the contrary in this Declaration. By accepting title to or interest in a Lot, every Owner acknowledges the existence of the mineral right or reservation referenced in this Section and its attendant rights in favor of the owner of the mineral interest.

7.10. **Declarant's Right to Promulgate Rules.** Declarant is granted the right to adopt, amend, repeal, and enforce reasonable Rules, and penalties for infractions thereof, regarding the occupancy, use, disposition, maintenance, appearance, and enjoyment of the Property. Declarant shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance. In addition to the restrictions contained in this Declaration, each Lot is owned and occupied subject to the right of the Declarant to establish Rules, and penalties for infractions thereof, governing:

- a. Hazardous, illegal, or annoying materials or activities on the Property.
- b. The use of Property-wide services provided through Declarant.
- c. The consumption of utilities.
- d. The use and consumption of propane, whether billed to Owners, Declarant or a successor Property Owners' Association.
- e. The use, maintenance, and appearance of exteriors of dwellings and Lots.

- f. Landscaping and maintenance of yards.
- g. The occupancy and leasing of dwellings.
- h. Animals.
- i. Vehicles.
- j. Disposition of trash and control of vermin, termites, and pests.
- k. Anything that interferes with maintenance of the Property, Declarant's operation or enforcement of this Declaration, administration of the Documents, or the quality of life for residents of the Escondido Ridge Subdivision.

7.11. Duty of Maintenance. Owners and residents (including lessees) of any Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep that Lot so owned or occupied, including improvements and grounds in connection therewith, in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to the following:

- a. Promptly removing all litter, trash, debris, refuse and wastes;
- b. Regularly mowing lawn (at least monthly between April and October);
- c. Pruning trees and shrubs;
- d. Regular watering sufficient to keep grass and plant material alive;
- e. Keeping exterior lighting and mechanical facilities in working order;
- f. Keeping lawn and garden areas alive and attractive, free of weeds;
- g. Keeping driveways in good repair;
- h. Complying with all government health and policy requirements; and
- i. Promptly repairing damage to improvements visible to the public.

7.12. Property Safety. Declarant may, but is not obligated to, maintain or support certain activities within the Property designed, either directly or indirectly, to improve safety in or on the Property. Each Owner and resident acknowledges and agrees, for himself and his guests, that Declarant, is not the provider, insurer, or guarantor of security within the Property. Each Owner and resident acknowledges and accepts his sole responsibility to provide security for his own person and property, and assumes all risks for loss or damage to same. Each Owner and resident further acknowledges that neither Declarant, nor Declarant's agents have made any representations or warranties, nor has the Owner or resident relied on any representation or warranty, express or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire, burglar, and/or intrusion systems recommended or installed, or any security measures undertaken within the Property. Each Owner and resident acknowledges and agrees that Declarant and Declarant's agents may not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

7.13. Damage to Property. If a Lot Owner or resident (including lessees) damages the adjoining Lot, or damages or destroys any improvement or personal property on the adjoining Lot, in exercising the easements and reservation created by this Document, the Owner is obligated to restore the damaged property to its original condition (just prior to the damage), at his expense, within a reasonable period of time.

7.14. Enforcement. If in the opinion of Declarant, any such Owner or resident (including lessees) has failed to comply with any of the foregoing restrictions or has failed in any

of the foregoing duties or responsibilities, then Declarant or Declarant's designated Agent(s) shall deliver to such Owner or resident (including lessees) written notice of such failure; and, such Owner or resident (including lessees) must within ten (10) days from and after delivery of such notice, comply with the restrictions and/or perform the care and maintenance required. Should any such Owner or resident (including lessees) fail to fulfill this duty and responsibility within such period, then Declarant is hereby authorized to assess a fine against the Lot Owner and the Lot Owner's Lot and/or to enter onto the premises and correct such violations and perform such care and maintenance as necessary without any liability for damages for wrongful entry trespass or otherwise to any person. The Owner or resident (including lessees) of any Lot on which such fine is imposed by Declarant or on which such work is performed shall promptly pay any such fine to Declarant and/or reimburse Declarant for the cost of Declarant's work on the Owner's Lot, plus interest on such cost at the rate of twelve percent (12%) per annum and all costs of collection. If such Owner or resident (including lessees) shall fail to either pay the fine or reimburse Declarant within thirty (30) days from and after delivery by Declarant of an invoice setting forth the costs incurred by Declarant for such work on behalf of the Escondido Ridge Subdivision, then said indebtedness shall be a debt of the Owner or resident (including lessees) jointly and severally, subject to an Assessment Lien against the Owner's Lot according to the provisions herein.

7.15. Garbage & Trash Disposal and Debris. No Lot may be used or maintained as a dumping ground for rubbish. Trash, garbage, other waste or debris shall not be allowed to accumulate, shall be kept in sanitary containers and shall be disposed of frequently and regularly. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition, out-of-public-site location. Garbage and trash or other debris accumulated in the Escondido Ridge Subdivision shall not be permitted to be dumped at any place upon adjoining land which would create a nuisance to any residence of the Escondido Ridge Subdivision or to a neighbor of the Escondido Ridge Subdivision.

Materials incident to construction or repair of improvements on a Lot may be stored temporarily on the Lot during construction while work progresses and must be removed when construction or repair is complete. However, construction waste materials and debris shall not be allowed to accumulate, shall be kept in sanitary containers, and shall be disposed of frequently and regularly.

In the event of the failure of any Owner to comply with the above requirements after ten (10) days written notice thereof, Declarant may, without liability to the Owner, Contractor or any occupants of the Lot in trespass or otherwise, enter upon (and/or authorize one or more others to enter upon) said Lot, cause to be removed, such garbage, trash, construction waste materials, and any other rubbish and debris, or do any other thing necessary to secure compliance with this Declaration. Payment for the charges by the offending Owner shall be payable on the first day of the next calendar month, and collection of such charges, plus interest and any penalties which may be assessed by Declarant shall be subject to a lien which Declarant may enforce against the Owner and/or the Owner's Lot.

7.16. Animal Restrictions. No animal, livestock of any kind, bird, fish, reptile, or insect of any kind may be kept, maintained, raised, or bred anywhere on the Property for any commercial purpose or for food. Customary domesticated household pets may be kept for personal companionship subject to rules adopted by Declarant. Declarant may adopt, amend,

and repeal rules regulating the types, sizes, numbers, locations, and behavior of animals at the Property. If the rules fail to establish animal occupancy quotas, no more than two (2) domesticated household pets may be maintained on each Lot. Pets must be kept in a manner that does not disturb the peaceful enjoyment of residents of other Lots. Pets must be maintained inside the dwellings on Lots 1 through 13, or may be kept in a fenced yard, but only if they do not disturb residents of other Lots. Any pets permitted by a resident to be outdoors in the Escondido Ridge Subdivision, must be strictly controlled by such resident. Pets, while outdoors in the Escondido Ridge Subdivision must be either on a leash, physically held by the resident or otherwise physically contained and controlled. Every resident is responsible for the removal of his pet's wastes from the Lot of another Owner. All dogs and cats must be properly vaccinated and tagged for health, safety and identification.

7.17. **Annoyance.** No Lot may be used in any way that: (1) may reasonably be considered annoying to neighbors; (2) may be calculated to reduce the desirability of the Property as a residential neighborhood; (3) may endanger the health or safety of residents of other Lots; (4) may result in the cancellation of insurance on the Property; or (5) violates any law. Declarant or the Architectural Control Committee or a successor Property Owners' Association has the sole authority to determine what constitutes an annoyance.

7.18. **Guns.** Hunting, shooting, or the discharge or use of firearms is not permitted anywhere on or from the Property.

7.19. **Fires.** Except for barbecue grills, no exterior fires on the Property are permitted.

7.20. **Signs.** No sign of any kind shall be displayed to the public view on any Lot except one (1) professional security system sign of not more than one (1) square foot, one (1) sign of not more than six (6) square feet, advertising the Lot for sale or for rent, or signs used by a Builder or supplier to advertise the Lot during the construction and sales period. No other sign or unsightly object may be erected, placed, or permitted to remain on the Property or to be visible from windows in the dwelling without the Declarant's prior written approval. The Declarant's approval may specify the location, nature, appearance, dimensions, number, and time period of a sign or object. Declarant may effect the removal of any sign or object that violates this Declaration or which any successor Property Owners' Association deems inconsistent with neighborhood standards without liability for trespass or any other liability connected with the removal.

7.21. **Television, Electronic Equipment, Etc.** Each resident of the Property will avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, electronic, microwave, cable, or satellite reception on the Property. Antennas, satellite or microwave dishes, and receiving or transmitting towers that are visible from a street or from another Lot are prohibited within the Property, except (1) reception-only antennas or satellite dishes designed to receive television broadcast signals, (2) antennas or satellite dishes that are one meter or less in diameter and designed to receive direct broadcast satellite service (DBS), or (3) antennas or satellite dishes that are one meter or less in diameter or diagonal measurement and designed to receive video programming services via multipoint distribution services (MDS) (collectively, the "Antenna") are permitted if located (a) inside the structure (such as in an attic or garage) so as not to be visible from outside the structure, (b) in a fenced yard, or (c) attached to or mounted on the rear wall of a structure below the eaves. If an Owner

determines that an Antenna cannot be located in compliance with the above guidelines without precluding reception of an acceptable quality signal, the Owner may install the Antenna in the least conspicuous location on or near the roof where an acceptable quality signal can be obtained. Declarant may adopt reasonable rules for the location, appearance, camouflaging, installation, maintenance, and use of the Antennas to the extent permitted by public law.

7.22. Vehicles. All vehicles on the Property, whether owned or operated by the residents or their families and guests, are subject to this Section and Rules adopted by Declarant. Declarant may adopt, amend, and repeal rules regulating the types, sizes, numbers, conditions, uses, appearances, and locations of vehicles on the Property. Declarant may effect the removal of any vehicle in violation of this Document or the Rules without liability to the Owner or operator of the vehicle.

7.23. Prohibited Vehicles. Without prior written approval by Declarant, no boat, marine craft, hovercraft, trailer, aircraft, recreational vehicle, pick-up camper, camper body, travel trailer, motor home, mobile home, bus, commercial truck cabs, trucks with tonnage over one ton, vehicles which are not customary personal passenger vehicles, and any vehicle or equipment, or unregistered automobile or truck, which Declarant deems to be a nuisance, unsightly, or inappropriate may be parked for storage in a driveway or front yard of any dwelling or parked on any public street bordering the Escondido Ridge Subdivision property, nor shall any such vehicle or equipment be parked for storage in the side or rear yard of any residence unless completely concealed from public view. No such vehicle shall be used as a residence or office temporarily or permanently. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, maintenance or repair of a residence in the immediate vicinity. Vehicles that transport inflammatory or explosive cargo, except those used by a Builder during the construction or repair of improvements, are prohibited from the Property at all times.

7.24. Notice. All demands or other notices required to be sent to an Owner or resident by the terms of this Declaration may be sent by ordinary or certified mail, postage prepaid, to the Party's last known address as it appears on the Declarant's records of the Escondido Ridge Subdivision or on the records maintained by any successor Property Owners' Association at the time of mailing. If an Owner fails to give Declarant an address for mailing notices, all notices may be sent to the Owner's Lot, and the Owner is deemed to have been given notice whether or not he actually receives it.

7.25. Liberal Construction. The terms and provision of each Document are to be liberally construed to give effect to the purposes and intent of the Document. All doubts regarding a provision, including restrictions on the use or alienability of property, will be resolved in favor of the operation of Declarant for the benefit of the Escondido Ridge Subdivision Property and its enforcement of the Documents, regardless of which Party seeks enforcement.

7.26. Severability. Invalidation of any provision of this Declaration by judgment or court order does not affect any other provision, which remains in full force and effect. The effect of a general statement is not limited by the enumeration of specific matters similar to the general.

7.27. Captions. In all Documents, the captions of Articles and Sections are inserted

only for convenience and are in no way to be construed as defining or modifying the text to which they refer. Some boxed notices are inserted to alert the reader to certain provisions and are not to be construed as defining or modifying the text.

7.28. **Interpretation.** Whenever used in the Documents, unless the context provides otherwise, a reference to a gender includes all genders. Similarly, a reference to the singular includes the plural, the plural the singular, where the same would be appropriate.

7.29. **Run with the Property.** Unless terminated or amended by Owners as permitted herein, the provisions of this Declaration run with and bind the Property, and will remain in effect perpetually to the extent permitted by law.

7.30. **Preparer.** This Declaration was prepared by CJB Development, LLC, Declarant, 3501 Old Granbury Road, Granbury, Texas 76049, for the benefit of the Escondido Ridge Subdivision Property and the Lot Owners.

SIGNED AND ACKNOWLEDGED

SIGNED on this 27th day of May, 2020.

DECLARANT:

CJB Development, LLC,
a Texas limited liability company


Charles Jason Britt, Managing Member

STATE OF TEXAS §
 §
COUNTY OF HOOD §

This instrument was acknowledged before me on this 29th day of May, 2020 by Charles Jason Britt, Managing Member of CJB Development, LLC, a Texas limited liability company, on behalf of said corporation.


Notary Signature

After recording, please return to:

Charles Jason Britt
CJB Development, LLC
3501 Old Granbury Road
Granbury, Texas 76049

