

**PRIVATE ROAD MAINTENANCE AGREEMENT  
FOR THE RANCHES AT PIONEER PASS SUBDIVISION**

STATE OF TEXAS                   §  
  §       **KNOWN ALL MEN BY THESE PRESENTS**  
COUNTY OF HAMILTON       §

THIS PRIVATE ROAD MAINTENANCE AGREEMENT FOR THE RANCHES AT PIONEER PASS SUBDIVISION (the "Agreement") is made on the date hereinafter set forth by Pioneer Pass TX, LLC, a Florida Limited Liability Company, hereinafter referred to as "Developer".

**WITNESSETH**

WHEREAS, Developer is the owner of that certain tract of land located in Hamilton County, Texas, containing 293.30 acres more or less and being more fully described on the map and plat recorded in Volume 638, Page 444 & Page 445 (Instrument # 20240314) of the Map and Plat Records of Hamilton County, Texas, hereinafter referred to as "Subdivision;"

WHEREAS, it is the desire and purpose of Developer to place certain easements, covenants, conditions and reservations upon Tract 10 through Tract 24 in the Subdivision in order to establish a uniform plan for road maintenance and road improvements that will be undertaken and made whenever necessary to maintain Private Road 6271 in good operating condition.

NOW, THEREFORE, Developer hereby adopts, establishes, and imposes upon Tract 10 through Tract 24 in the Subdivision, the following Agreement for the purposes of maintaining and improving Private Road 6271 within the Subdivision, which Agreement shall run with the land and inure to the benefit of each Owner of Tract 10 through Tract 24 in the Subdivision and their invitees:

**ARTICLE I**  
**DEFINITIONS**

1.01 Annual Assessment. "Annual Assessment" means the amount set forth in Section 4.02 hereof.

1.02 Assessment. "Assessment" means the Annual Assessment, Special Assessments or other charges, interest, penalties and fees authorized by the Agreement together with the cost and expense incurred in collecting Assessments, including, but not limited to court costs and attorney's fees.

1.03 Association. "Association" means and refers to the Pioneer Pass Road Maintenance Association, Inc. and its successors and assigns.

1.04 Board of Directors. "Board of Directors" means and refers to the Board of Directors of the Pioneer Pass Road Maintenance Association, Inc.

1.05 Bylaws. "Bylaws" means the Bylaws of the Association as from time to time amended.

1.06 Certificate of Formation. "Certificate of Formation" shall mean the Certificate of Formation of the Pioneer Pass Road Maintenance Association, Inc., and any amendments thereto, which have been or will be filed in the office of the Secretary of State of the State of Texas.

1.07 Common Area. "Common Area" means the portions of the Subdivision, including any applicable easements, owned by the Association for the common use and enjoyment of the Members including, but not limited to, all roads and the Subdivision entrance, together with such other property as the Association may require in the future for the common use and enjoyment of the Members.

1.08 Common Area Expenses. "Common Area Expense" means all expense necessary to maintain, replace, repair and expand the Common Area as well as all necessary expense to operate the Association, including, but not limited to, casualty and liability insurance, directors and officers liability insurance and all other reasonable and necessary expenses of the Association. Additionally, Common Area Expense shall include (a) the cost of repair and maintenance of the roads, (b) mowing of the Common Areas, (c) Common Area maintenance and replacement of landscaping, (d) as well as such other expense and capital enhancements as may be determined by the Board of Directors to promote the safety, health, recreation and welfare of the Members and maintain the Subdivision in an attractive manner.

1.09 Control Transfer Date. The "Control Transfer Date" shall mean the date that the Developer, in its sole discretion, voluntarily relinquishes control of the Association as set forth in Section 5.01 hereof.

1.10 Developer. "Developer" means and refers to Pioneer Pass TX, LLC, a Florida Limited Liability Company, its successor and assigns.

1.11 Member. "Member" means and refers to any current individual Owner of the fifteen (15) individual tracts of land or lots identified as Tract 10 through Tract 24 on the Plat.

1.12 Notice. Whenever any "notice" is required by the Agreement, such notices shall be in writing and shall be deemed received when actually received, or five days after the deposit of such notice in the United States mail, postage prepaid and addressed to the last known address of an Owner appearing on the books of the Association, whether or not such notice is actually received. It shall be the duty of each lot Owner to keep the Association apprised of its current address.

1.13 Owner. "Owner" means and refers to the record owner, whether one or more persons or entities, of the fee-simple title to any Lot(s), but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure. Said term "Owner" shall also refer to the heirs, successors and assigns of any Owner. The Developer shall not be deemed an Owner.

1.14 Plat. "Plat" means and refers to the plat of The Ranches at Pioneer Pass Subdivision recorded in Volume 638, Page 444 & Page 445 (Instrument # 20240314) of the Map and Plat Records of Hamilton County, Texas.

1.15 Road. Road or roads means property or any road located within the Subdivision (Private Road 6271) which has been dedicated for the purpose of ingress and egress through the Subdivision for the benefit of the property Owners.

1.16 Special Assessment. "Special Assessment" shall have the meaning given to that term in Section 4.03 hereof.

1.17 Subdivision. "Subdivision" means The Ranches at Pioneer Pass Subdivision as shown on the Recorded Plat.

1.18 Tract or Lot. "Tract" or "Lot" means the fifteen (15) individual tracts of land or lots identified as Tract 10 through Tract 24 on the Plat or any amendments thereto.

1.19 Vote of Members. "Vote of Member" means the affirmative vote of two-thirds (2/3) of the Members entitled to vote who are present at a meeting of Members, either in person or by written proxy. In accordance with Section 3.04, only one Member is entitled to vote for each Tract and only one vote shall be counted for each Tract even though a Tract may have several Owners.

## **ARTICLE II**

### **RESERVATIONS, EXCEPTIONS AND DEDICATIONS**

2.01 Property Subject to Agreement. Tract 10 through Tract 24 in the Subdivision are subject to this Agreement which shall run with the land and be binding on all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

2.02 Private Road Easement. Tract 10 through Tract 24 contain a private access easement measuring thirty feet (30') in width along each Tract adjacent to Private Road 6271 for a total of sixty feet (60') in width as shown on the Recorded Plat.

2.03 Private Road Maintenance. Road maintenance and road improvements will be undertaken and made whenever necessary to maintain the roads in good operating condition. The maintenance of the grading and associated drainage improvements and/or easements shown on the Plat together with the maintenance of Private Road 6271 within the Subdivision is the responsibility of the Pioneer Pass Road Maintenance Association, Inc. and will not be the responsibility of Hamilton County.

2.04 Community Entrance, Mailboxes, Signage, & Fencing. Tract 10 and Tract 24 have a community entrance, mailboxes, signage, and fencing located within the private access and utility easements. The maintenance of these structures is the responsibility of the Pioneer Pass Road Maintenance Association, Inc.

2.05 Road Drainage Features. The Private Roads within the Subdivision utilize naturally occurring and man-made features and ditches in order to promote effective drainage. Tract Owners are not permitted to change, modify, remove, or relocate these naturally occurring and man-made drainage features or ditches within the Subdivision without the express written consent of the Pioneer Pass Road Maintenance Association, Inc.

**ARTICLE III**  
**PIONEER PASS ROAD MAINTENANCE ASSOCIATION, INC.**

3.01 Non-Profit Corporation. The Pioneer Pass Road Maintenance Association, Inc., a non-profit corporation, has been (or will be) organized and it shall be governed by the Certificate of Formation and Bylaws of said Association; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

3.02 Bylaws. The Association has adopted, or may adopt, whatever Bylaws it may choose to govern the organization and operation of the Association, provided that the same are not in conflict with the terms and provisions hereof.

3.03 Membership. Every person or entity who is a record Owner of Tract 10 through Tract 24 in the Subdivision shall be a "Member" of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation or those only having an interest in the mineral estate. Memberships shall be appurtenant to and may not be separated from the Tracts. Regardless of the number of persons who may own a Tract, there shall be but one membership for each Tract and one (1) vote for each Tract. Ownership of the Tracts shall be the sole qualification for Membership.

3.04 Voting Rights. The Association shall have two (2) classes of voting memberships. Developer shall be entitled to ten (10) votes for each Lot owned. Each Tract, other than those owned by the Developer, shall have only one (1) vote regardless of the number of Owners of the Tract. In the event that more than one person owns a Tract and the group of Owners do not have a unified vote for purposes hereunder, then the Association shall not recognize the vote for that Tract and such vote shall not be counted when the calculating membership votes. Notwithstanding the foregoing, the presence of any Owner of a Tract at a meeting of Members permits the inclusion of the Tract represented when calculating any necessary quorum.

**ARTICLE IV**  
**ASSESSMENTS**

4.01 Assessments. Each Tract Owner by acceptance of a deed therefore, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association the Assessments provided herein. The Assessments shall be a charge of the Tracts and shall be a continuing lien upon the Tract against which each such Assessment is made. Both Annual and Special Assessments must be fixed at a uniform rate for all Tracts subject to assessment and may be collected on a monthly basis or on an annual basis at the discretion of the Board of Directors.

4.02 Annual Assessment.

- (a) An Annual Assessment shall be paid by each of the Tract Owners and the Annual Assessment shall be used to pay all reasonable and necessary operating expenses and reserve requirements of the Association as herein provided. The Annual Assessment for the year of purchase shall be prorated as of the purchase date and then shall be paid annually.

- (b) The initial amount of the Annual Assessment applicable to each Tract will be six hundred dollars (\$600.00) per Tract. The Annual Assessment is payable in advance and is due on the thirty first (31) day of January during each calendar year. All other matters relating to the collection, expenditure and administration of the Annual Assessment shall be determined by the Board of Directors of the Association, subject to the provisions hereof.
- (c) The Board of Directors of the Association, from and after the Control Transfer Date, shall have the further right at any time to adjust, alter, increase or decrease the Annual Assessment from year to year as it deems proper to meet the reasonable operating expenses and reserve requirements of the Association and to enable the Association to carry out its duties hereunder. However, the Board of Directors shall not increase the Annual Assessment by more than ten percent (10%) from the previous year without the affirmative Vote of the Members.

4.03 Special Assessments. In addition to the Annual Assessment, the Association, upon the Vote of the Members, may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted.

4.04 Interest of Assessment. Any Assessment which is not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) the rate of eighteen percent (18%) per annum, or (ii) the maximum rate permitted by law.

4.05 Creation of Lien and Personal Obligations. In order to secure the payment of the Assessments, each Owner of a Tract hereby grants the Association a contractual lien on such Tract which may be foreclosed, pursuant to the provisions of the Texas Property Code (and any successor statute); and each such Owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with foreclosure pursuant to the provisions of the Texas Property Code, shall designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of written instrument executed by the President or any Vice President of the Association and filed of record in the Official Public Records of Real Property of Hamilton County, Texas. In the event the Association has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of the Texas Property Code and to exercise the power of sale hereby granted, the Association, or the Association's agent, shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended. Upon request by the Association, the Trustee shall give any further notice of foreclosure sale as may be required by the Texas Property Code as then amended, and shall convey such Tract to the highest bidder for cash by Trustee's Deed. Out of the proceeds of such sale, if any, there shall first be paid all expenses incurred by the Association in connection with collecting the Assessments and foreclosing on the Tract, including reasonable attorney's fees and a reasonable Trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount of the Assessment in default; and third, the remaining balance shall be paid to the Tract Owner or Lien Holder for the benefit of the Tract Owner. Following any such foreclosure, each occupant of a Tract which is foreclosed upon shall

be deemed a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action for forcible detainer.

In the event of non-payment by any Owner of any Assessment or other charge, fee, assessment levied hereunder, the Association may, in addition to foreclosing the lien hereby retained, and exercising the remedies provided herein, exercise all other rights and remedies available at law or in equity, including, but not limited to bringing an action at law against the Owner personally obligated to pay the same.

It is the intent of the Provisions of this 4.05 to comply with the provisions of the Texas Property Code relating to non-judicial sales by power of sale. In the event of the amendment of the Texas Property Code, the Association, acting without joinder of any Owner or Mortgagee, may, by amendment to this Agreement, file any required amendments to this Agreement so as to comply with said amendments to the Texas Property Code or any other statute applicable to foreclosures.

**Notwithstanding anything contained in this Article IV, all notices and procedures relating to foreclosures shall comply with Chapter 209 of the Texas Property Code.**

4.06 Notice of Lien. In addition to the right of the Association to enforce the Assessment, the Association may file a claim of lien against the Tract of the delinquent Owner by recording a Notice ("Notice of Lien") setting forth (a) the amount of the claim of delinquency, (b) the interest thereon, (c) the costs of collection which have been accrued thereon, (d) the legal description and street address of the Tract against which the lien is claimed, and (e) the name of the Owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall continue until the amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien have been paid or satisfied, the Association shall execute and record a notice releasing the lien upon payment by the Owner of a reasonable fee as fixed by the Association to cover the preparation and recordation of such release of lien instrument.

4.07 Liens Subordinate to Mortgages. The lien described in this Article IV shall be deemed subordinate to any lien in favor of any bank, mortgage company, real estate lending establishment, financial institution, insurance company, savings and loan association, or any other third party lender, including the Developer, who may have advanced funds, in good faith, to any Tract Owner for the purchase, improvement, equity lending, renewal, extension, rearrangement or refinancing of any lien secured by a Tract, provided that any such lien holder has made due inquiry as to the payment of any required assessments at the time the lien is recorded. Any consensual lien holder who obtains title to any Tract pursuant to the remedies provided in a deed of trust or mortgage or by judicial foreclosure shall take title of the Tract free and clear of any claims for unpaid assessments or other charges against said Tract which accrued prior to the time such holder acquired title to such Tract. No such sale or transfer shall relieve such holder from liability for any Assessments or other charges or assessments thereafter becoming due. Any other sale or transfer of a Tract shall not affect the Association's lien for Assessments or other charges or assessments. The Association shall make a good faith effort to give each such mortgage sixty (60) days advance written notice of the Association's foreclosure of an Assessment lien, which notice shall be sent to

the nearest office of such mortgage by prepaid United States registered or certified mail, return receipt requested, and shall contain a statement of delinquent Assessment or other charges or assessments upon which the said action is based, provided however, the Association's failure to give such notice shall not impair or invalidate any foreclosure conducted by the Association pursuant to the provisions of this Article IV.

4.08 Purpose of the Assessments. The Annual Assessments and Special Assessments shall be used exclusively for the purpose of promoting the health, safety, security and welfare of the Subdivision and the maintenance of Private Road 6271, including any and all Common Areas. In particular, the Assessments shall be used for any Improvement or services in furtherance of these purposes and the performance of the Association's duties described herein, including the maintenance of any drainage easements, Common Areas, Common Area Expenses, the enforcement of this Agreement and the establishment and maintenance of reserve funds. The Assessments may be used by the Association for any purpose which, in the judgment of the Association's Board of Directors, is necessary or desirable to maintain the property value of the Subdivision, including, but not limited to, providing funds to pay all taxes, insurance, repairs, utilities and any other expense incurred by the Association. Except for the Association's use of the Assessments to perform its duties as described in this Agreement, the use of the Assessments for any of these purposes is permissive and not mandatory. It is understood that the judgment of the Board of Directors as to the expenditure of Assessments shall be final and conclusive so long as such judgment is exercised in good faith.

4.09 Handling of Assessments. The collection and management of the Assessment shall be performed by the Developer until the Transfer Control Date, at which time the Developer shall deliver to the Association all funds on hand together with all books and records of receipt and disbursements. The Developer, and upon transfer, the Association, shall maintain a separate account for these funds.

4.10 Developer Exemption. In consideration of the Subdivision infrastructure, the Developer shall be exempt from the payment of all Assessments.

## **ARTICLE V**

### **DEVELOPER'S RIGHTS AND RESERVATIONS**

5.01 Period of Developer's Rights and Reservations. Developer shall have, retain and reserve certain rights as set forth in this Agreement with respect to the Association from the date hereof, until the earlier of the date the Developer gives written notice to the Association of Developer's termination of the rights described in this Article V or the Control Transfer Date. Notwithstanding the foregoing, the Developer's rights set forth in Sections 5.02 and 5.03 shall not be released until such time as a document relinquishing said rights is filed of record or the Developer no longer holds record title to any Tracts in the Subdivision. The rights and reservations hereinafter set forth shall be deemed accepted and reserved in each conveyance by the Developer whether or not specifically stated therein. The rights, reservations and easements set forth herein shall be prior and superior to any other provisions of this Agreement and may not, without Developer's prior written consent, be modified, amended, rescinded or affected by any amendment to this Agreement. Developer's consent to any amendment shall not be construed as consent to any other amendment.

5.02 Developer's Rights to Grant and Create Easements. Developer shall have and hereby reserves the right, without consent of any Owner or the Association, to grant or create temporary or permanent easements throughout the Subdivision, for ingress, egress, utilities, cable and satellite television systems, communication and security systems, drainage, water and other purposes incidental to the development, sale, operation and maintenance of the Subdivision. The rights reserved to the Developer under Section 5.02 apply to the entire Subdivision, including Tracts previously sold by the Developer.

5.03 Developer's Rights to Convey Common Areas to the Association. Developer shall have and hereby reserves the right, but shall not be obligated to, convey real property and improvements thereon, if any, to the Association for use as Common Areas at any time and from time to time in accordance with this Agreement, without consent of any other Owner or Association.

5.04 Annexation of Additional Areas. Developer may cause additional real property to be annexed into Subdivision, by causing a written Annexation Declaration confirming the annexation thereof, to be recorded in the Official Public Records of Real Property of Hamilton County, Texas. No consent shall be required of the Association or any Member thereof, each Owner being deemed to have appointed the Developer as his agent and attorney-in fact to effect this Annexation, which power hereby granted to the Developer is and shall be a power coupled with any interest. Thereafter, the Association shall be the Association for the entirety of the Development, including the annexed property.

5.05 Developer Control of Association. Until such time Developer elects to establish the Association all authority and powers reserved to the Association, the Board of Directors shall be held and exercised by the Developer. The Developer may elect to transfer control of the Association at the same time or at different times in which case the Control Transfer Date may be different for the Association. The initial Board of Directors of the Association shall be designed by the Developer.

## **ARTICLE VI** **DUTIES AND POWERS OF THE ASSOCIATION**

6.01 General Duties and Powers of the Association. The Association has been formed to further the common interest of the Members. The Association, acting through the Board of Directors or through persons to whom the Board of Directors has designated such powers (and subject to the provisions of the bylaws), shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interest of the Members and to improve and enhance the attractiveness, desirability and safety of the Subdivision. The Board of Directors shall minimally be composed of three individuals serving three year staggered terms, with the titles of President, Vice-President/Treasurer, and Secretary, being assigned annually by the board of Directors.

6.02 Duty to Accept the Property and Facilities Transferred by Developer. The Association shall accept title to any real property, improvements to real property, personal property and any related equipment which the Developer transfers to the Association, together with the



responsibility to perform any all maintenance and administrative functions associated therewith, provided that such property and responsibilities are not inconsistent with the terms of this Agreement. Property interest transferred to the Association by the Developer may include fee simple title, easements, leasehold interests and licenses to use such property. Any property or interest in property transferred to the Association by the Developer shall, except to the extent otherwise specifically approved by resolution of the Board of Directors, be transferred to the Association free and clear of all liens and mortgages (other than the lien for property taxes and assessments not then due and payable), but shall be subject to the terms of any declaration of covenants set forth in the transfer instrument. Except as otherwise specifically approved by resolution of the Board of Directors, no property or instrument transferred to the Association by the Developer shall impose upon the Association any obligation to make monetary payments to the Developer or any affiliate of the Developer including, but not limited to, any purchase price, rent charge or fee.

6.03 Other Insurance Bonds. The Association shall obtain such insurance as may be deemed necessary or desirable by the Board or by law, including but not limited to, comprehensive liability and casualty insurance, worker's compensation insurance, fidelity and indemnity insurance, officers and directors liability insurance, as well as such other insurances or bonds as the Association shall deem necessary or desirable.

6.04 Duty to Prepare Annual Budgets. The Association shall prepare an annual budget for the Association and deliver a copy of the annual budget to the Members along with, or prior to, the delivery of the invoice sent to each Tract Owner for the Annual Assessment. The Association shall strive to deliver the annual budget and the Annual Assessment invoice at least thirty (30) days before the start of each calendar year.

6.05 Duty to Levy and Collect Assessments. The Association shall levy, collect and enforce the Assessments as provided in this Agreement.

6.06 Duty to Provide Annual Financial Statement. The Association shall prepare an annual financial statement, including a balance sheet, for review by the Members.

6.07 Power to Acquire Property and Construct Improvements. The Association may acquire property or an interest in property (including leases and easements) for the common benefit of Owners including any improvements and personal property. The Association may construct improvements on the Subdivision property and may demolish any existing improvements.

6.08 Power to Adopt Rules and Regulation. The Association shall have the power to make reasonable rules and regulations regarding the use of the Common Areas. The rules and regulations may be enforced in the same manner as any other provision of the Agreement.

6.09 Enforcement of Agreement. The Association (or any Owner if the Association fails to do so after reasonable written notice) shall enforce, by any proceeding at law or in equity, all conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Agreement. Failure by the Association or any Owner to enforce any covenants herein contained shall in no event be deemed a waiver of the right to do so thereafter. If it becomes necessary for any Owner or the Association to file a Court action to enforce this Agreement, the

defaulting Owner shall be liable for all reasonable attorney's fees and costs incurred by the enforcing Owner or the Association to obtain compliance by the defaulting Owner. The defaulting Owner shall be liable for all damages suffered by the enforcing Owner or the Association which shall be in an amount established by the Court.

6.10 Remedies. In the event a Tract Owner fails to remedy any violation of this Agreement within ten (10) days after written notice by the Association, the Association, or its authorized representatives, may take any one or more of the following actions:

- (a) Enter upon the Tract Owner's property and remove the violating condition, or cure the violation, at the expense of the Tract Owner, and the violating Tract Owner shall pay on demand all costs and expenses, including reasonable attorney's fees, incurred by the Association in removing such violating condition;
- (b) Assess a charge of \$50.00 per day against any Owner and/or his Tract until the violating condition is corrected. The Violation charge may be increased by the Association in accordance with increases in the National Consumer Price Index using 2023 as a base year. Failure to pay such assessment by the violating Owner within ten (10) days from receipt of assessment will result in a lien against the Tract with the same force and effect as the lien for Annual or Special assessments;
- (c) File suit in order to enforce the above remedies and/or pursue any other remedy which may be available at law or in equity;

After a Tract Owner receives a written notice of a violation of this Agreement, the violating Tract Owner shall not be entitled to any further notice of the same violation if it occurs within a six (6) month period. The Association reserves the easement across each Owner's Tract for the purpose of correcting or removing conditions in violation of this Agreement, and in doing so, shall have no liability for trespass or other tort in connection therewith, or arising from such correction or removal of a violating condition. The Association shall further have the right to have any vehicle or other property stored or used in violation of this Agreement removed from the Owner's Tract at the expense of the Owner and stored at the expense of the Owner.

## **ARTICLE VII**

### **GENERAL PROVISIONS**

7.01 Term. The provisions hereof shall run with the land and shall be binding upon all Owners, their guests and invitees and all other persons claiming under them for a period of forty (40) years from the date this Agreement is recorded. This Agreement shall be automatically extended for successive periods of twenty (20) years each time unless this Agreement is cancelled by a two-thirds (2/3) majority Vote of the Members and an appropriate document is recorded evidencing the cancellation of this Agreement.

7.02 Amendments. Except for any amendment affecting any existing Improvements, this Agreement may be amended or changed, in whole or in part, at any time by a two-third (2/3)

majority Vote of the Members. Copies of any records pertaining to such amendments shall be retained by the Association permanently.

7.03 Amendment by the Developer. The Developer shall have and reserve the right at any time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Agreement by an instrument in writing duly signed, acknowledged, and filed for record so long as the Developer owns at least one Tract of land and provided that any such amendment shall be consistent with and is furtherance of the general plan and scheme of development of the Subdivision and evidenced by this Agreement.

7.04 Severability. Each of these provisions of this Agreement shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partially unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

7.05 Liberal Interpretation. The provisions of this Agreement shall be liberally construed as a whole to effectuate the purpose of this Agreement.

7.06 Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners, the developer and the Association, and their respective guests, invitees, heirs, legal representatives, executors, administrators, successors and assigns.

7.07 Effect of Violation on Mortgages. No violation of the provisions herein contained or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgage under any such mortgage, the holder of any such lien or beneficiary of any such mortgage, lien or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

7.08 Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders, the singular shall include the plural and vice versa. Title of Articles and Sections are for convenience only and neither limits nor amplifies the provisions of this Agreement. The terms "herein," "hereof" and similar terms, as used in this instrument, refer to the entire agreement and are not limited to referring only to the specific paragraph, Section or Article which such terms appear.



# FILED and RECORDED

Instrument Number: 20240365 B: RP V: 638 P: 771

Filing and Recording Date: 03/01/2024 01:49:50 PM Recording Fee: 69.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the REAL PROPERTY RECORDS of Hamilton County, Texas.



*Rachel L. Geeslin*

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Rachel Lamb Geeslin, County Clerk  
Hamilton County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.