

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF
HIGH RIDGE RANCH SUBDIVISION IN POLK COUNTY, TEXAS**

Date: December 19, 2024
Declarant: Douglas D. Lilley, Jr. and Colby Denise Lilley
Developer: HIGH RIDGE WHITETAIL, LLC
Property: 166.89 acres of land with 38.45 acres located in the A.J. FORD SURVEY, Abstract No. 246, 21.59 acres located in the E. JOHNSTON SURVEY, Abstract No. 42, and 106.85 acres located in the C. HOLSHAUSEN SURVEY, Abstract no. 264, Polk County, Texas, being the same as that certain tract of land conveyed to Douglas D. Lilley and Colby Denise Lilley by deed recorded in Volume 2445, Page 72, Official Records, Polk County, Texas. Being the same land known as HIGH RIDGE RANCH, a subdivision in Polk County, Texas recorded as Volume 14, Page 002, Official Plat Records of Polk County, Texas,

Definitions

- “Association” means the HRR HOMEOWNERS ASSOCIATION, INC. d/b/a HIGH RIDGE RANCH HOMEOWNERS ASSOCIATION, or any other incorporated association consisting of all Owners, which shall have the duty of maintaining, operating, and managing the Common Area, maintaining and keeping in good repair the landscaping of those areas within the Subdivision that are not part of any Lot, maintaining and repairing the curbs and streets within the Subdivision to the extent the same are not maintained or repaired by a municipality or other governmental entity, and such other rights and duties as set out in the Bylaws of the Association.
- “Board” means the Board of Directors of the Association.
- “Common Area” means any area marked “Common Area” on the Plat or any real property owned by the Association for the common use and enjoyment of the Owners.
- “Covenants” means the covenants, conditions, and restrictions contained in this Declaration.
- “Declarant” means Douglas D. Lilley, Jr. and Colby Denise Lilley, and any successor that acquires all improved or unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.
- “Developer” means HIGH RIDGE WHITETAIL, LLC, and any successor that acquires all improved or unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.
- “Easement” means Easements within the Property for utilities and other purposes as set forth in this Declaration or filed of record or as shown on the Plat.
- “Governing Documents” means this Declaration, the Certificate of Formation of the Association, the Bylaws of the Association, and any other document pertaining to the operation, management, or administration of the Subdivision that has been duly approved by the Board of the Association.
- “Lot” means each tract of land designated as a lot on the Plat, and excludes any Common Area or area marked “Reserved” or “Reserve” on the Plat.

- “Owner” means every record Owner of a fee interest in a Lot. Owner excludes persons having only a security interest.
- “Plat” means the Plat of the Property known as High Ridge Ranch, recorded as Volume 14, Page 002, Official Plat Records of Polk County, Texas, and any re-plat of or amendment to the Plat made in accordance with this Declaration.
- “Reserve Area” means any area marked “Reserve” or “Reserved” as shown on the Plat.
- “Improvement” or “Structure” means any improvement on a Lot (other than a Residence), including but not limited to a fence, wall, swimming pool, recreational equipment, and driveway.
- “Subdivision” means all the property, including Lots, Common Area, and Reserve Area on the Plat of the High Ridge Ranch, recorded as Volume 14, Page 002, Official Plat Records of Polk County, Texas, and any additional property made subject to this Declaration.
- “Vehicle” means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

Recitals

- First. Declarant owns the fee simple title to the land in the Subdivision.
- Second. Declarant desires to carry out and have maintained a uniform plan for the use and improvement of the Subdivision, and Declarant has therefore created the covenants, conditions and restrictions, whether mandatory, prohibitive, permissive, or administrative (collectively called the “Restrictions”) to run with the land making up the Subdivision and to regulate the structural integrity, appearance and use of the lots owned by Declarant and depicted upon the plat of the Subdivision and the improvements to be placed on such lots.
- Third. Declarant has no knowledge of the availability of any public or private water, sewer or other utility provider that serves or will serve the Subdivision.
- Each Owner of a Lot is responsible for, at each Owner's sole cost and expense, acquiring from third parties any water, sewer, or other utility service that an Owner desires.
- The installation of any water, sewer or other type of utility system must be done in a good and workmanlike manner approved by the ACC and comply with all local, state, and federal regulations and laws.
- Fourth. All maintenance of all roadways in the Subdivision will be the responsibility of the Associations and/or the Owners. It is understood that the roadways may not be accepted by Polk County for maintenance, and it is the responsibility of the Associations and/or the Owners to maintain all roadways in the Subdivision.
- Fifth. The Restrictions are entitled to run with the land comprising the Subdivision because: (i) the Restrictions touch and concern such land by, among other things, benefitting and controlling the use of such land; (ii) privity of estate exists among all of the land in the Subdivision by reason of the Declarant holding legal and equitable title to the land out of which the land shall be conveyed subject to the Restrictions; (iii) notice is given of the Restrictions contained herein when this instrument is filed in the Real Property Records in Polk County, Texas, being the County in which the Subdivision is situated; and (iv) the Restrictions are reasonable in light of their purpose being for the common benefit of all of the land owners in the Subdivision, in order to reduce uncertainty in living conditions, and to encourage

investment in the Subdivision.

- Six. The Restrictions shall run with the land owned by Declarant in the Subdivision and shall be binding upon and inure to the benefit of the Declarant, as well as the Declarant's successors and assigns; further, each person or entity, by acceptance of title, legal or equitable, to any portion of the Subdivision, shall abide by and perform the Restrictions and the other terms hereof. In the event of the failure of any contract and/or deed to any portion of such land out of the Subdivision to refer to this instrument, the Restrictions and other terms of this instrument shall nevertheless be considered a part thereof, and any conveyance of such land shall be construed to be subject to the Restrictions and other terms hereof. It is understood and agreed that these Restrictions relate to and affect only the Subdivision as described above and no other land owned by Declarant adjacent thereto and/or in the vicinity thereof, and that the only Restrictions are those expressed in this instrument, and no other restrictive covenants are to be implied.

Clauses and Covenants

1. Imposition of Covenants

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

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

Each Owner and occupant of a Lot agrees to comply with this Declaration and agrees that failure to comply may subject such Owner or occupant to damages or injunctive relief.

2. Homeowners Associations

The Owners shall be members of the Association. Each Owner of a Lot shall automatically be a member of the Association. Association membership shall be appurtenant to ownership of a Lot. Ownership of a Lot is the sole criterion for membership in the Association.

Association membership can be transferred to the grantee of a conveyance of a Lot in fee. Membership shall not be assigned, pledged, or transferred in any other way. Any attempt to make a prohibited transfer shall be void.

The Association shall be a nonprofit corporation and shall be managed by the Board pursuant to the procedures set forth in the Association's Certificate of Formation and Bylaws, subject to this Declaration.

Each Owner shall have one vote for each Lot owned unless lots are combined, and the Regular Assessment is reduced as outline below, then each Owner's votes can be reduced to less than one vote per each Lot owned as outlined below. There shall be at least one meeting of the membership each year. At that meeting, the Owners shall elect a Board consisting of not less than three (3) directors, vote on any other matters the Board chooses to place before the membership, and discuss any matter of Association business that the Board or any Owner wishes to bring before the entire membership.

Through the Board, the Association shall have the following powers and duties:

- (a) To adopt rules and regulations to implement this Declaration and the Association's Bylaws;
- (b) To enforce this Declaration, the Bylaws, and the Association's rules and regulations;
- (c) To elect officers of the Board and select members of the Architectural Control Committee when that power devolves to the Board;
- (d) To delegate its powers to committees, officers, or employees;
- (e) To prepare a balance sheet and operating income statement for the Association and deliver a report to the membership at its annual meeting;
- (f) To establish and collect regular assessments to defray expenses attributable to the Association's duties based on the number of Lots in the Subdivision with each Owner's share of the assessment being based on the number of Lots owned by each Owner and not on Lot sizes or Lot locations;
- (g) To establish and collect special assessments for capital improvements or other purposes to be allocated among Lot Owners based on the number of Lots owned;
- (h) To file liens against a Lot because of an Owner's nonpayment of assessments duly levied and to foreclose on those liens;
- (i) To receive complaints regarding violations of this Declaration, the Bylaws, or the rules and regulations;
- (j) To hold hearings to determine whether to discipline Owners who violate this Declaration, the Bylaws, or the rules and regulations;
- (k) To give reasonable notice to all Owners of all annual meetings of the membership and discipline hearings;
- (l) To hold regular meetings of the Board;
- (m) To pay costs of any liability insurance needed by the Association and any liability insurance for members of the Board.

Notwithstanding anything contained herein to the contrary, until such time as Declarant has sold ninety percent (90%) of the Lots in the Subdivision, Declarant shall have the right, but not the duty, to act as the only voting member of the Association.

The Association may levy assessments to promote the recreation, health, safety, and welfare of the Owners and to fund operating expenses of the Association. An assessment is a personal obligation of each Owner when the assessment accrues.

All assessments shall constitute and be secured by a separate and valid and subsisting lien on each Lot, which lien is reserved by the Declarant and assigned to the Association. By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Association to secure assessments.

A Lot becomes subject to assessments on conveyance of the Lot by Declarant.

Regular Assessments: Regular Assessments are levied by the Board, annually, to fund the anticipated operating and maintenance expenses of the Association. Regular Assessments may be changed annually by the Board. Written notice of the Regular Assessment will be sent to every Owner at least thirty (30) days before its effective date. Regular Assessments will be collected in advance, payable on the first day of the year and on the same day of each succeeding year. The initial Regular Assessment shall be EIGHTY-FIVE AND NO/100 DOLLARS (\$85.00) per month for an annual amount owed of ONE

THOUSAND FIFTY AND NO/100 DOLLARS (\$1,050.00) per lot. If an Owner owns two continuous lots that only have one residence and one other structure, i.e. shop, located on them, they can be combined into a single lot for assessment purposes. If two lots are combined the monthly assessment shall be ONE HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$125.00) or ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$1,500.00) per year. If multiple lots are combined resulting in a reduction of Regular Assessments paid, the Owner's vote is reduced to one for all combined lots. If after combining lots, the Owner builds a second residence on the combined lots, the lots shall be split for purposes of the Regular Assessment. The change in Regular Assessment will be assessed monthly starting the first day of the month following the change in condition that required the splitting of the Lots. The initial Regular Assessment amounts shall be the minimum Regular Assessments that the Board approves in subsequent years. Regular Assessments shall not be applied to Lots Seven (7), Nine (9), and Ten (10) due to the restrictions below regarding no improvements or other structures being erected, placed, or built on them. For clarification, Lots Seven (7), Nine (9), and Ten (10) are exempt from Regular and Special Assessments.

Special Assessments: In addition to Regular Assessments, the Board may levy Special Assessments for the purpose of benefitting the Subdivision but requiring funds exceeding those available from Regular Assessments. Special Assessments must be approved by the Members. Written notice of the terms of the Special Assessment will be sent to every Owner. Any Special Assessment must be approved by a majority vote at a meeting of the Members in accordance with the Bylaws.

The Board may levy a fine against an Owner for a violation of the Governing Documents as permitted by law.

The lien granted and reserved to the Association is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Association's lien as to assessments due before the foreclosure.

A late charge of five percent (5%) of the delinquent amount, or \$25.00, whichever is greater, is assessed for delinquent payments. Delinquent assessments accrue interest at the rate of ten percent (10%) per year. The Board may change the late charge and the interest rate.

Owner is liable to the Association for all costs and reasonable attorney's fees incurred by the Association in collecting delinquent assessments, foreclosing the Association's lien, and enforcing the Governing Documents.

In order to secure payment of assessments and other sums due hereunder (including interest, late fees, attorney's fees, and other charges made by the Association), an assessment lien and superior title shall be and is hereby reserved in and to each Lot and assigned to the Association, without recourse, which lien shall be enforceable by the Declarant, the Association, or the Board. Each Owner, by acceptance of a deed to a Lot, grants a power of sale to the Association to sell such Lot upon default in payment of any amount owed, and hereby expressly recognizes the existence of such lien as being prior to the Owner's ownership of such Lot. Each Owner, by acceptance of a deed to a Lot, hereby vests in the Board of the Association or its agents the right and power to bring all actions against such Owner personally for the collection of such unpaid assessments, and other sums due hereunder as a debt and to enforce the lien by all methods available for enforcement of such liens, both judicially and by non-judicial foreclosure pursuant to Section 51.002 of the Texas Property Code (as same may be amended or revised from time to time). In addition to and in connection therewith, by acceptance of the deed to a Lot, each Owner expressly GRANTS, BARGAINS, SELLS, AND CONVEYS in the President of the Association from time to time serving as trustee (and to any substitute or successor trustee as hereafter provided for) such Owner's Lot and all

rights appurtenant thereto, for the purpose of securing the assessments, and other sums due hereunder remaining unpaid hereunder by such Owner from time to time. It is the intent of this section to comply with the Texas Property Code regarding non-judicial sales by power of sales provisions. Each Owner, by his or her assertion of title or claim of ownership or by his/her acceptance of a deed to a Lot, whether or not it shall be so recited in such deed, shall be conclusively deemed to have expressly vested in the Association, and its officers and agents, the right, power, and authority to take all action which the Association shall deem proper for the collection of assessments and/or for the enforcement and foreclosure of the liens securing the same. THE PROVISIONS OF CHAPTER 209 OF THE TEXAS PROPERTY CODE, as amended from time to time, shall be complied with by the Association. The collection of assessments and other sums due hereunder may, in addition to any other applicable method at law or in equity, be enforced by suit for a monetary judgment and in the event of such suit, the expense incurred in collecting such delinquent amounts, including interest, costs, late fees, and attorney's fees, shall be chargeable to and be a personal obligation of such defaulting Owner. Notice of the lien referred to above may, but shall not be required to, be given by the recordation in the Official Public Records of Galveston County, Texas, of an affidavit, duly executed, sworn to and acknowledged by an officer of the Association or its duly authorized employee or agent, setting forth the amount owed, the name of the Owner (or Owners) of such Lot, according to the books and records of the Association, the legal description of such Lot, or in such other manner as may be specified by the Texas Property Code.

The Association may bring an action against an Owner to collect delinquent assessments, foreclose the Association's lien, or enforce or enjoin a violation of the Governing Documents. An Owner may bring an action against another Owner to enforce or enjoin a violation of the Governing Documents.

An Owner delinquent in payment of any assessment may not vote on any matter or in any meeting in which the Owners are otherwise entitled to vote.

If an Owner violates the Governing Documents, the Association may suspend the Owner's rights under the Governing Documents in accordance with law until the violation is cured.

3. Architectural Control Committee

There shall be established an Architectural Control Committee composed of at least three (3) Members appointed by the Board to protect the owners of lots hereunder against such improper use of lots as will depreciate the value of said property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures built of improper or unsuitable materials; to obtain harmonious architectural schemes; to ensure the highest and best development of said property; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and, in general, to provide adequately for a high type of quality of improvements in said property, and thereby to enhance the value of investments made by purchases of lots therein.

4. Single Family Residential Purposes Only

Lots are restricted to use for single-family residential purposes only, and no building shall be erected or maintained thereon other than a private residence (minimum floor area of 2,000 square feet on all lots hereunder) or a storage building/separate structure (minimum outside perimeter of twenty-four (24) by thirty (30) feet), and subject to the following special provisions. No professional, business or commercial activity to which the public is invited shall be conducted on any lot. No commercial advertising sign of

any kind shall be displayed to the public view on any lot within the subdivision, excluding the designated commercial lots in these deed restrictions. Lawn signs of not more than three (3) square feet in size advertising the property for sale or small signs used by builders and realtors during the construction. The minimum floor area requirements stated hereinabove are exclusive of porches, stoops, open or closed carports, patios, and garages. No lot hereunder may be used as a residence or for permanent dwelling use unless a residential structure complying with these restrictions has been placed or constructed on such lot and unless such structure or equipment has been connected to on site sewage disposal facilities. There will be no rental or lease properties allowed. The currently existing Cabin is exempt from these size requirements as long as it remains on the 12 acre tract it currently is located on. If the Cabin is relocated, it must comply with these requirements.

Each lot is limited to three (3) total structures.

5. Removal of Trees

There shall be no removal of trees located within one hundred (100) feet of the high fence located along the Property with FM 350. This is to maintain the privacy of the Development. Removal of trees includes any trimming of trees that either damage the tree's vitality or reduce the privacy of the Development from FM 350. If it is believed to be necessary due to danger to individuals and/or property due to a damaged, diseased, or dead tree, permission must be sought from either the Board, Developer, or Architectural Control Committee.

6. Hunting

There shall be allowed bow hunting within the area inside the high fence of the Development as permitted by law. This does not allow the trespassing onto another owner's property or the breaking of any law, standard, or requirements of any state, county, or other organization that has authority to regulate hunting or hunting activities. This restriction does not limit any hunting, in any form, outside of the high fence of the Development. Any harvesting of animals must be approved by the HRR.

7. Camping/Campers

Camping shall be permitted on all lots but shall be limited to the use of camping trailers, van conversions, fifth-wheel trailers, mini-motor homes, travel trailers, motor homes, tents, and other camping shelters. There shall be no minimum floor area regarding such camping equipment; however, any such camping equipment must be of good appearance and in good repair and shall not be permitted on any lot if found unacceptable by the Architectural Control Committee. One camper per lot and the camper must be located inside a permanent metal building or under a permanent structure. Campers must be less than 5 years old and self-contained. The Board may grant an exception if campers are 5+ years old and meet the appearance requirements of these restrictions. If approved, the property owner shall complete an annual permit (no fee required) to be approved by the Architectural Control Committee. Tents must be removed when not in use or when unattended for longer than 24 hours. Converted buses may not be placed and may not remain on any lot. Pop-up campers must be folded down when unattended for longer than 24 hours. No trailer or building may be used for camping unless it is connected to a water and sewer system. Travel trailers may use the internal water system of the trailer. Storage buildings are not to be used for camping unless they are declared and permitted as a Camp Cabin and must be connected to water, sewer, and power.

8. Architectural Standards

Subject to any contrary provisions in these Restrictions:

- (a) No used existing building or structure of any kind and no part of a used existing building or structure shall be moved on to, placed on, or permitted to remain on any lot.
- (b) All construction must be of new material, except stone brick inside structural material, or other materials used for antique decorative effect if such use is approved in writing by the Architectural Control Committee.
- (c) No tar paper type roofing or siding materials will be used on any structure without the written approval of the Architectural Control Committee on any structure.
- (d) The exterior of any building (excluding roof, glass, and masonry) must be painted or stained. All buildings and structures shall be completely underpinned and under skirted within 90 days with no supports exposed to view except as approved by the Architectural Control Committee.
- (e) No manufactured homes will be allowed in the Development. All residences must have a concrete foundation.
- (f) No natural drainage shall be altered, nor shall any drainage ditch, culvert, or drainage structure of any kind be installed or altered, nor shall any driveway, curb, or another such impediment to the free flow of water be installed or altered, without the prior written consent of the Association of the Architectural Control Committee. Culverts for the driveway on lots shall be mandatory (unless otherwise approved by the Architectural Control Committee) and shall be a minimum of eighteen feet (18') in length. Any culvert that exceeds thirty-six feet (36') must have a catch basin installed. Each culvert will be a minimum of fifteen inches (15") in diameter (unless approved otherwise by the Architectural Control Committee), galvanized, corrugated steel with an eighteen (18) gauge minimum. Other types of culverts will be permitted if they are commonly used by the Texas State Department of Highways. The Developer and/or Architectural Control Committee may require larger culvert size if deemed necessary due to the flow of water or other considerations.
- (g) Driveways shall consist of a state road base material, or crushed concrete topped with 5/8 to 1 inch of limestone, asphalt, or concrete. There shall be no crushed concrete driveways allowed in order to reduce the dust in the Development.

9. Fences, Other Structures, and Improvements

No building, fence, or other structure or improvements shall be erected, placed, or altered on any lot until two copies of the construction plans and specification (including specifications of all exterior and roofing materials, the color of paint or stain, plan showing the proposed location of the structure and such other matters as such Committee may reasonably request) has been submitted to and approved in writing by the Architectural Control Committee in all respects, including, but not limited to, the harmony of external design with existing structures and location concerning topography and finish grade elevation. If such construction, placement, or alteration is not commenced within (8) months of such approval, the approval shall be null and void. However, if the work is commenced and the resident wished to file an extension, the Board will consider an extension of (6) six months. No building exceeding two (2) stories in height shall be erected or placed on any lot except as approved by the Architectural Control Committee.

Lots Seven (7), Nine (9), and Ten (10) may have fences erected, placed, and/or built. Lots Seven (7), Nine (9), and Ten (10) shall have no other improvements or structures erected, placed, or built on them.

10. Set Back Lines

Subject to and without impairment of the easements reserved or granted in these restrictions and all rights or easements held by Developer or other, fences shall be permitted to extend to the boundary lines of all lots and/or tracts hereunder. No building, mobile home, camper, or structure other than a fence shall be located nearer to the side street line fifty (50) feet or nearer to the side lot line or rear lot line than fifty (50) feet. "Side lot line", as used in this paragraph, in respect to any two or more contiguous whole and/or fractional lots owned by (and/or under a contract to be conveyed by the developer the same person or persons and used as a single building site, shall thereafter mean, respectively, and/or either of the two outermost side lot lines, considering said contiguous whole and/or fractional lots as one lot. No building, mobile home, camper, or structure shall be located nearer to the front line than one hundred twenty-five (125) feet. No building, mobile home, or structure other than a fence shall be located or permitted to remain on or over any of the utility easements areas reserved or granted in these restrictions. No building, fence, or structure shall not be closer than fifty (50) feet to the edge of any pipeline easement and/or right of way or one hundred (100) feet from the center of any pipeline easement and/or right of way.

11. Pets

No animals, snakes, or poultry of any kind shall be raised, bred, or kept on any lot except dogs, cats or other common household pets may be kept provided they are not kept bred or maintained for commercial purposes. Pets must be restrained and confined on the owner's lot and have a tracking system attached to the animal. Pets must be on a leash when away from the lot. Lots Six (6) and Seven (7) are permitted to have horses and donkeys. Livestock are allowed but are limited to two (2) animals per five (5) acres of land located in the Subdivision. Fences must be maintained, and Livestock must be controlled and contained by the Owner.

12. Residential Use of Other Structures

Subject to the remaining provisions of this paragraph, no shack, or an outbuilding (other than a garage, or storage building complying with these restrictions) shall be erected or placed on any lot, and no garage or storage building erected on any lot shall at any time be used as a dwelling, temporarily or permanently.

13. Plumbing and Sewer

No outside toilet or privy shall be erected or maintained on any lot hereunder. Any permanent dwelling must have power, water, and sewer and all be in service. The materials installed in, and the means and method of assembly of, all sanitary plumbing shall conform to the requirements of the Health Department of the State of Texas and the local authorities having jurisdiction. Each property shall have its own septic system that complies with all State of Texas and Polk County requirements. Not more than one dwelling may be served by a single water well or septic system.

14. Completion of Improvements

Any building, structure, or improvement commenced upon any lot shall be completed as to exterior finish and appearance within eight (8) months from the commencement date; however, with the approval of the Architectural Control Committee, a six (6) month extension may be granted. No lot or portion of any lot shall be used for the storage of items or material except during the construction of a building. The

Association shall have the right to enter the property where a violation exists and remove the incomplete structure or other items at the expense of the offending party. During the construction phase an RV may be used as a temporary residence as long as the RV is located under a permanent structure and is hooked up to power, water, and sewer.

15. Property Appearance

All vehicles (including but not limited to automobiles, trucks and motorcycles, watercraft, and trailers) kept on property owner's lots, must have current licenses, registration, inspections, and current TPWD stickers as applicable. All vehicles must be either road or water worthy. All lots shall be kept clean and free of any boxes, rubbish, trash, or other debris. Grass and weeds may not exceed (12) twelve inches in height. Inoperative household appliances including but not limited to refrigerators, freezers, dishwashers, washers, driers (including stackable or combination), water heaters, furnaces and fixtures not limited to toilets, sinks, showers and bathtubs shall not be placed outdoors on any lot. Small refrigerators (less than 5 cu. ft. and less than 40 inches in height), small ice makers, and chest freezers are allowed to be placed on porches or decks or as part of an outdoor kitchen area. Full sized upright refrigerators and/or freezers (7 cu. ft. or larger) are prohibited on porches or decks unless masked from view and part of an outdoor kitchen area. It is the Owners responsibility to repair any damage to exterior components within 30 days. The use of any window units for heating and/or cooling a structure is not permitted.

16. Firearms/Fireworks

The unlawful discharge of any firearm on any lot or common area shall be prohibited. Fireworks are prohibited.

17. Recreational Vehicles

Golf carts, side by side ETV's/UTV's both electric and gas, are permitted, however, they must be registered in the office and have lights if operated after dark. Gas powered vehicles must be maintained to factory specifications and no modifications to the engine or exhaust system, no fuel or oil leaks. Property Owner must sign and agree to the Terms of Use.

18. Display of Flags

The only flags that may be displayed or hung inside of the Subdivision are the flag of the United States of America, the flag of the State of Texas, and an official or replica flag of any branch of the United States armed forces. All flags are to not be so large as to interfere with other owners use and enjoyment. This section is designed to comply with the requirements of Texas Property Code Section 202.012.

19. Architectural Permits

Application for property improvements permits are limited to 3 projects per permit. When more than 3 projects are requested, the property owner must submit multiple permits as required. Application for property improvements permit must be completed and signed by the property owner and approved by the Architectural Control Committee before any improvements can be made. This approval includes porches, decks, driveways, and add-ons. Improvements shall be completed within (8) months from the commencement date, Application for property improvements permit must be completed and signed by the

property owner and approved by the Architectural Control Committee before any improvements can be made. This approval includes porches, decks, driveways, and add-ons. Improvements shall be completed within (8) months from the commencement date, however, with the approval of the Architectural Control Committee, a six (6) month extension may be granted. Property must be clearly marked with a valid 911 address or Section and Lot Number where a 911 has not been assigned. Approval is contingent upon the status of the individual's account and will not be approved if in arrears or has unresolved deed violations. Deviation from the specification cited in this application and its attachments invalidate approval.

20. Utility Easements

Perpetual easements are reserved for the installation and maintenance of utilities and all necessary appurtenances thereto, whether installed in the air, upon the surface, or underground, along with and within five (5) feet of the rear lot lines and side lot lines (other than street lines) of all lots and/or tracts hereunder, along with and within ten (10) feet of the street lines of all lots and/or tracts hereunder, and in the streets, alleys, boulevards, lanes, and roads of the subdivision. Nothing shall be placed or permitted to remain within the easement areas which may damage or interfere with the installation or maintenance of utilities except for a perimeter fence. The easement area of each lot and all improvements within it shall be maintained by the owner or purchaser of the lot, except for those improvements for which an authority or utility company is responsible. Utility companies and their employees and agents shall have all the rights and benefits necessary or convenient for the full enjoyment of the right herein granted, including, but not limited to the free right of ingress from said right-of-way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions that may injure, endanger, or interfere with the installation, maintenance, or operation of such utilities. The easement right herein reserved include- the privilege of anchoring any support equipment within the said easement and the right to install wires and/or cables over some portions of said lots and/or tracts not within said easement so long as such items do not prevent the construction of buildings on any of the lots and/or tracts of this subdivision. All such easements are reserved for the use and benefit of all utility companies serving or to serve the property hereunder for the construction, operation, and perpetual maintenance of conduits, poles, wires, and fixtures for electric lines, gas lines, telephone lines, water lines, sanitary and storm sewers, television cables, road drains and other public and quasi-public utilities. To the extent neither said construction, operation nor maintenance of any of the items mentioned in the preceding sentences of this paragraph has commenced along any respective lot, "side lot-lines", as used in this paragraph, in respect to any two or more contiguous whole and/or fractional lots owned by (and/or under a contract to be conveyed by the Developer) the same person or persons and used as a single building site, shall thereafter mean respectively, each and/or either of the two outermost side lot lines considering said contiguous whole and/or fractional lots as one lot.

21. No Subdivision of Lots

No lot may be subdivided without the consent of the Association, which consent may be granted or withheld at the sole discretion of the Association. No lot or any part of a lot shall be used for a street, access road, or public thoroughfare without the prior written consent of the Association.

22. Enforcement of Deed Restrictions

Subject to the provisions of the last sentence of this paragraph, if any person or entity, as defined hereinafter, whether or not lawfully in possession of any real property hereunder, shall either:

- (a) Violate or attempt to violate any restriction or provision herein or
- (b) Suffer to be violated (with respect to the real property in which such person or entity has rights other than the rights granted by this sentence) any restriction or provision herein

It shall be lawful for Polk County, Developer and/or any person or entity, as defined hereinafter, possessing rights with respect to any real property hereunder, to prosecute any proceeding at law or in equity against any such person nor entity violating, attempting to violate and/or suffering to be violated any restriction or provision herein to prevent such violation:

- (a) Recover liquidated damages or other dues for such violation
- (b) Recover court costs and reasonable attorney's fees in such proceedings.

"Person or entity", as used in the immediately preceding sentence hereof, shall include, but shall not be limited to, all owners and purchasers of any real property he under, as well as all heirs, devisees, assignees, legal representatives, and other persons or entities who acquire any of the rights (with respect to real property hereunder) of the owner or purchaser of any real property hereunder. Notwithstanding any other provisions hereof, the Association shall neither be liable nor be subject to any proceeding at law or in equity on account of any violation or attempted violation of any restriction or provision herein which occurs during such time as there is in force a contract to purchase the property where such violation or attempted violation take place.

23. Exotic Animals

If there are any exotic animals in the Development, the Declarant, the Developer and/or assigns are not responsible for any maintenance and/or control over said exotic animals. The Developer and/or assigns is not required to maintain, grow, control, or in any other manner interact with any exotic animals. The Declarant, Developer and assigns shall be held harmless by the Development and/or Association for any claim brought against the Declarant, Developer, and/or assigns.

24. Liability

Neither the association, the Declarant, the Developer, nor the directors, officer, or representatives of the Developer, nor the Architectural Control Committee, nor the members of said Committee, shall have any liability or responsibility at law nor in equity on account of the enforcement of, or on account of the failure to enforce, these restrictions.

25. Provisions related to Lots Six (6) and Seven (7)

These provisions apply only to Lots Six (6) and Seven (7). If there is any conflict between these specific provisions and the provisions outlines above, this section controls and shall be applied. On Lot Six (6) and Seven (7) horses and donkeys are permitted. With regards to fencing, a 3-rail wooden fence with wood posts and hog wire is permitted or T-post fencing with wire and hot wire. A horse barn and donkey barn are permitted other structures on Lots Six (6) and Seven (7). Six (6) and Seven (7) are still subject to the Restrictive Covenants in this Declaration to the extent there is no conflict with these specific provisions. Any amendments, alterations, changes, or terminations related to specific provisions for Lots Six (6) and Seven (7) require the approval of the owner of Lots Six (6) and Seven (7). The specific provisions may not be removed without such approval and any removal or modification of such specific provisions for Lots Six (6) and Seven (7) shall have no force of effect.

26. Term and Amendment of Deed Restrictions

These covenants are to run with the land and shall be binding upon the undersigned and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the owner or owners of a majority of the lots has been recorded in the Official Public Records of Polk County, Texas, agreeing to change said covenants in whole or in part. Notwithstanding the foregoing, these covenants may be amended at any time upon the written consent of the owner or owners of two-thirds or more of the lots in the subdivision. It is the intent of this section that each lot shall have one (1) vote. If an individual owns more than one lot, that owner is entitled to more than one (1) vote. The specific terms for amending, altering, changing, or terminating the specific provisions for Lots Six (6) and Seven (7) are outlined in Paragraph 25 and are not altered by this paragraph.

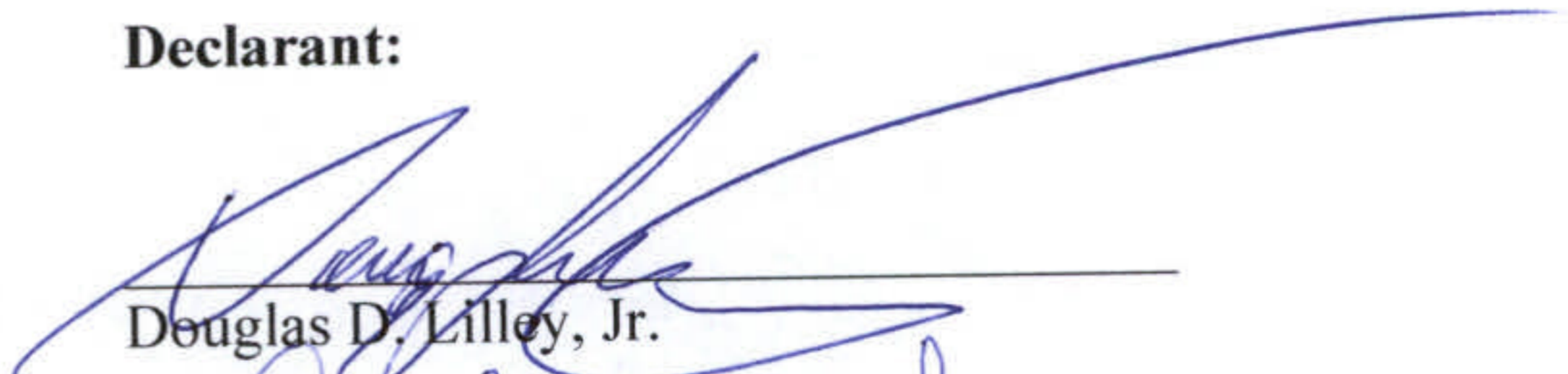
27. Developer

The "Developer", as such term is used herein, shall mean HIGH RIDGE WHITETAIL, LLC and/or any person or entity to whom HIGH RIDGE WHITETAIL, LLC may hereafter, from time to time, by document(s) recorded in the Office of the County Clerk, Polk County, Texas, assign any or all the rights or powers of the Developer hereunder, and/or any successive assignees of such rights or powers.

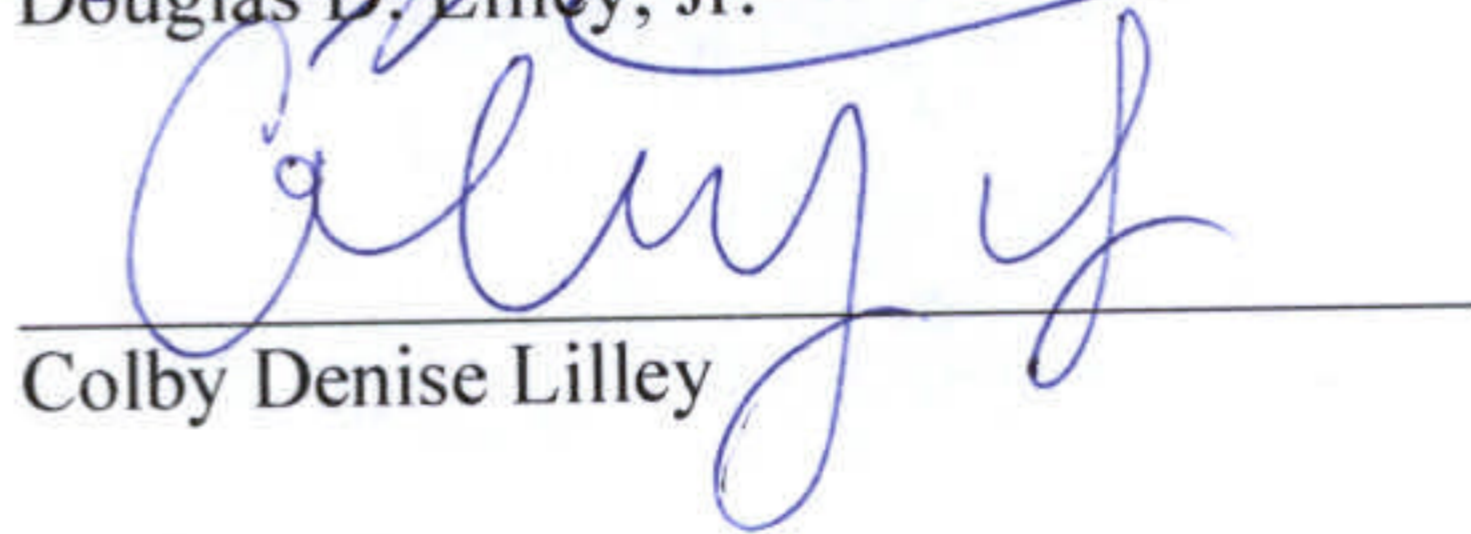
28. Invalidation

Invalidation of any one or more of these covenants and restrictions by a judgment of any court shall in no way affect any of the other covenants, restrictions, and provisions herein contained, which shall remain in full force and effect.

Declarant:



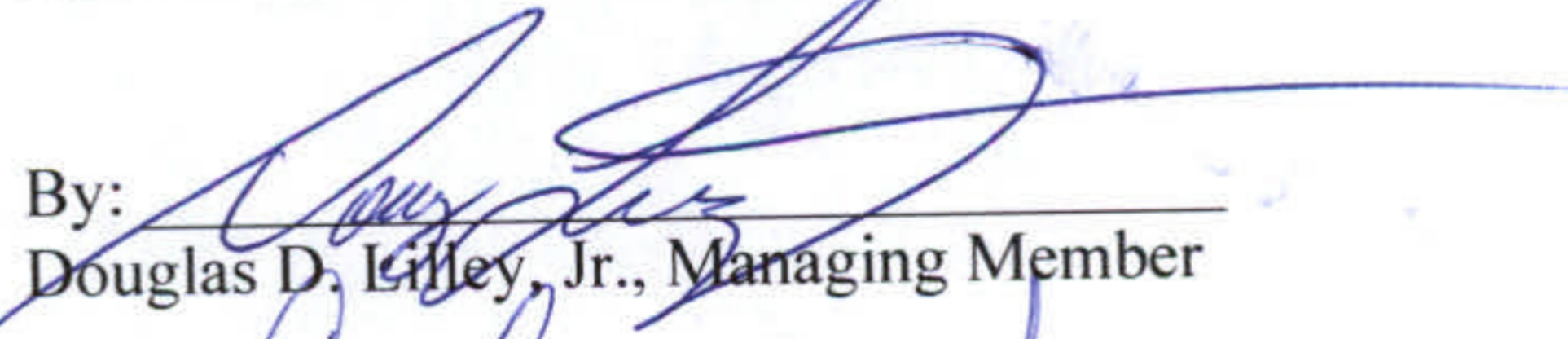
Douglas D. Lilley, Jr.



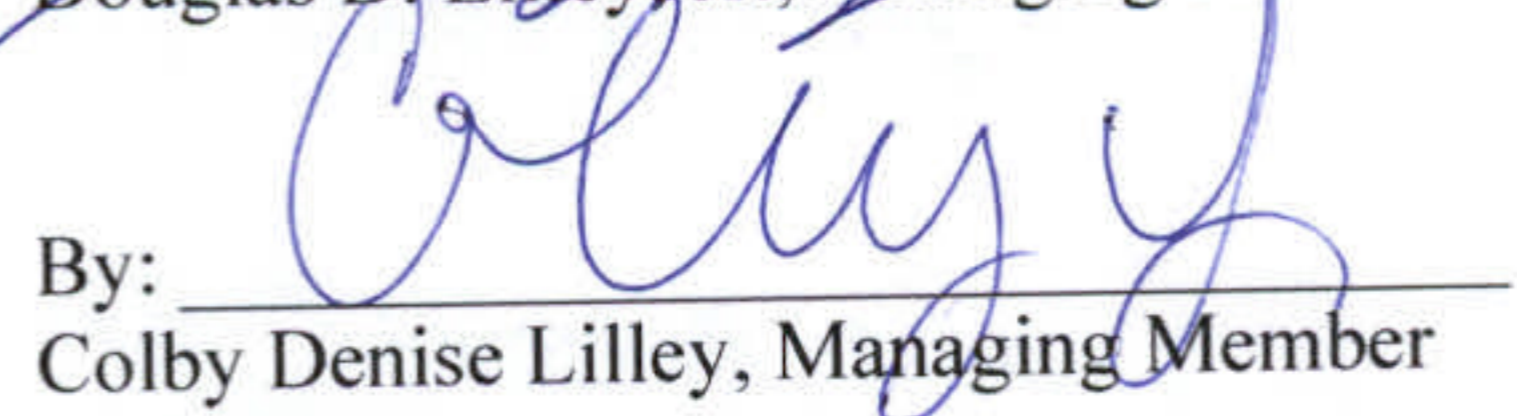
Colby Denise Lilley

Developer:

HIGH RIDGE WHITETAIL, LLC

By: 

Douglas D. Lilley, Jr., Managing Member

By: 

Colby Denise Lilley, Managing Member

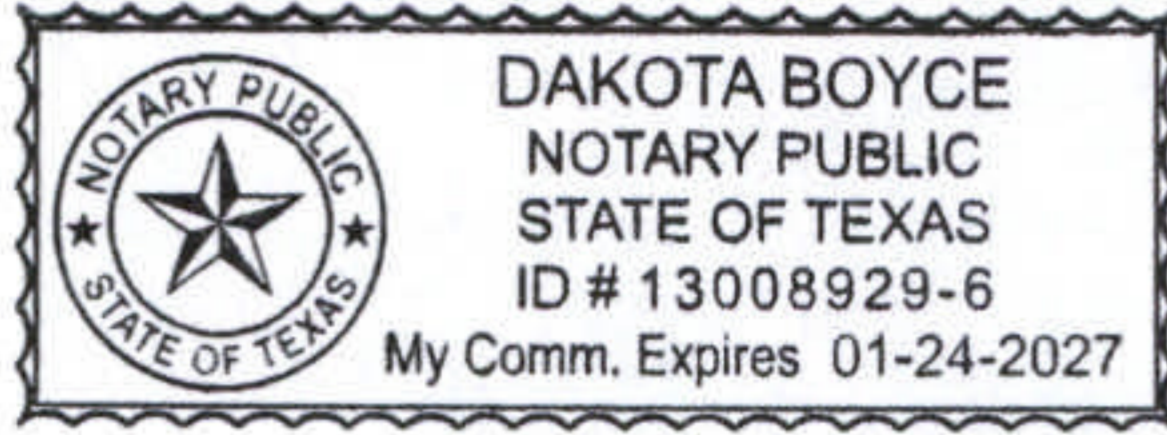
THE STATE OF TEXAS §

COUNTY OF POLK §

The foregoing instrument was acknowledged before me on the 19th day of December, 2024 by Douglas D. Lilley, Jr. and Colby Denise Lilley.

Dakota Boyce

Notary Public, State of Texas



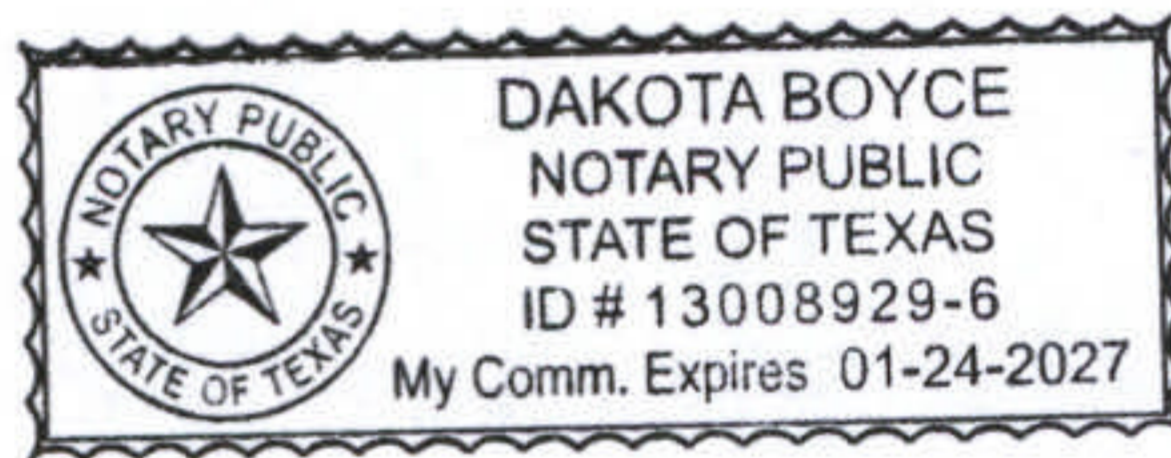
THE STATE OF TEXAS §

COUNTY OF POLK §

The foregoing instrument was acknowledged before me on the 19th day of December, 2024 by Douglas D. Lilley, Jr. and Colby Denise Lilley, Managing Members of HIGH RIDGE WHITETAIL, LLC, a Texas limited liability company, on behalf of said company.

Dakota Boyce

Notary Public, State of Texas



AFTER FILING RETURN TO:
Skelton Slusher Barnhill Watkins Wells PLLC
Attn: Joshua L. McMahon IV
501 W. Church Street
Livingston, Texas 77351

FILED FOR RECORD
Dec 19 2024 03:56:15

Schelana Hock
SCHELANA HOCK
POLK COUNTY CLERK



STATE OF TEXAS • COUNTY OF POLK
I, SCHELANA HOCK hereby certify that the instrument was FILED in the file number sequence on the date and at the same time stamped heron by me and was duly RECORDED in the Official Public Records in Volume and Page of the named RECORDS OF Polk County, Texas as stamped heron by me.

Schelana Hock
COUNTY CLERK
POLK COUNTY, TEXAS

Dec 19, 2024