

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

FOR

**BUFFALO HEIGHTS, SECTIONS ONE, TWO A, TWO B, THREE, FOUR, FIVE, SIX,
SEVEN, EIGHT, NINE TEN A, TEN B, TEN C, ELEVEN A, TWELVE A, TWELVE B,
THIRTEEN, FOURTEEN, FIFTEEN A, FIFTEEN B, FIFTEEN C, SIXTEEN, AND
SEVENTEEN OF TOM GREEN COUNTY, TEXAS**

STATE OF TEXAS §
 §
COUNTY OF TOM GREEN §

This Amended and Restated Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as the “Amended and Restated Declaration”) is made on _____, 2025 by Buffalo Heights Homeowners Association (the “Association”), whose address is P.O. Box 61542, San Angelo, Texas, 76906.

RECITALS

WHEREAS, the Association makes this Amended and Restated Declaration to provide mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of real property within this subdivision. This Amended and Restated Declaration will provide a flexible and reasonable procedure to establish a method for the administration, maintenance, preservation, use and enjoyment of real property that is hereafter subject to this Amended and Restated Declaration.

WHEREAS, this Amended and Restated Declaration amends and supersedes the following:

- a. The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUFFALO HEIGHTS, SECTION ONE, TOM GREEN COUNTY, TEXAS, recorded on May 7, 2008, under Clerk’s Document No. 651392 in the Official Public Records of Tom Green County, Texas;
- b. The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUFFALO HEIGHTS, SECTION TWO A, TOM GREEN COUNTY, TEXAS, recorded on September 11, 2014, under Clerk’s Document No. 201412201 in the Official Public Records of Tom Green County, Texas;
- c. The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUFFALO HEIGHTS, SECTION TWO B, TOM GREEN COUNTY, TEXAS, recorded on August 12, 2014, under Clerk’s

Document No. 201410660 in the Official Public Records of Tom Green County, Texas;

- d. The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUFFALO HEIGHTS, SECTION THREE, TOM GREEN COUNTY, TEXAS, recorded on April 11, 2013, under Clerk's Document No. 734724 in the Official Public Records of Tom Green County, Texas;
- e. The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUFFALO HEIGHTS, SECTION FOUR, TOM GREEN COUNTY, TEXAS, recorded on April 11, 2013, under Clerk's Document No. 734726 in the Official Public Records of Tom Green County, Texas;
- f. The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUFFALO HEIGHTS, SECTION FIVE, TOM GREEN COUNTY, TEXAS, recorded on April 11, 2013, under Clerk's Document No. 734725 in the Official Public Records of Tom Green County, Texas;
- g. The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUFFALO HEIGHTS, SECTION SIX, TOM GREEN COUNTY, TEXAS, recorded on August 12, 2014, under Clerk's Document No. 201410661 in the Official Public Records of Tom Green County, Texas;
- h. The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUFFALO HEIGHTS, SECTION SEVEN, TOM GREEN COUNTY, TEXAS, recorded on March 17, 2014, under Clerk's Document No. 201403107 in the Official Public Records of Tom Green County, Texas;
- i. The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUFFALO HEIGHTS, SECTION EIGHT, TOM GREEN COUNTY, TEXAS, recorded on February 6, 2014, under Clerk's Document No. 201401460 in the Official Public Records of Tom Green County, Texas;
- j. The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUFFALO HEIGHTS, SECTION NINE, TOM GREEN COUNTY, TEXAS, recorded on February 9, 2016, under Clerk's Document No. 201601517 in the Official Public Records of Tom Green County, Texas;
- k. The DECLARATION OF COVENANTS, CONDITIONS AND

RESTRICTIONS FOR BUFFALO HEIGHTS, SECTION TEN A, TOM GREEN COUNTY, TEXAS, recorded on March 31, 2016, under Clerk's Document No. 201604448 in the Official Public Records of Tom Green County, Texas;

- l. The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUFFALO HEIGHTS, SECTION TEN B, TOM GREEN COUNTY, TEXAS, recorded on May 22, 2017, under Clerk's Document No. 201706679 in the Official Public Records of Tom Green County, Texas;
- m. The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUFFALO HEIGHTS, SECTION TEN C, TOM GREEN COUNTY, TEXAS, recorded on August 8, 2018, under Clerk's Document No. 201810397 in the Official Public Records of Tom Green County, Texas;
- n. The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUFFALO HEIGHTS, SECTION ELEVEN A, TOM GREEN COUNTY, TEXAS, recorded on April 23, 2019, under Clerk's Document No. 201904928 in the Official Public Records of Tom Green County, Texas;
- o. The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUFFALO HEIGHTS, SECTION TWELVE A, TOM GREEN COUNTY, TEXAS, recorded on February 15, 2019, under Clerk's Document No. 201901834 in the Official Public Records of Tom Green County, Texas;
- p. The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUFFALO HEIGHTS, SECTION TWELVE B, TOM GREEN COUNTY, TEXAS, recorded on June 15, 2021, under Clerk's Document No. 202110395 in the Official Public Records of Tom Green County, Texas;
- q. The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUFFALO HEIGHTS, SECTION THIRTEEN, TOM GREEN COUNTY, TEXAS, recorded on June 1, 2020, under Clerk's Document No. 202007768 in the Official Public Records of Tom Green County, Texas;
- r. The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUFFALO HEIGHTS, SECTION FOURTEEN, TOM GREEN COUNTY, TEXAS, recorded on June 10, 2020, under Clerk's Document No. 202008403 in the Official Public Records of Tom Green County, Texas;

- s. The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUFFALO HEIGHTS, SECTION FIFTEEN A, TOM GREEN COUNTY, TEXAS, recorded on July 8, 2020, under Clerk's Document No. 202010001 in the Official Public Records of Tom Green County, Texas;
- t. The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUFFALO HEIGHTS, SECTION FIFTEEN B, TOM GREEN COUNTY, TEXAS, recorded on January 28, 2021, under Clerk's Document No. 202101563 in the Official Public Records of Tom Green County, Texas;
- u. The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUFFALO HEIGHTS, SECTION FIFTEEN C, TOM GREEN COUNTY, TEXAS, recorded on March 14, 2022, under Clerk's Document No. 202204072 in the Official Public Records of Tom Green County, Texas;
- v. The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUFFALO HEIGHTS, SECTION SIXTEEN, TOM GREEN COUNTY, TEXAS, recorded on March 14, 2022, under Clerk's Document No. 202204073 in the Official Public Records of Tom Green County, Texas; and
- w. The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUFFALO HEIGHTS, SECTION SEVENTEEN, TOM GREEN COUNTY, TEXAS, recorded on June 15, 2021, under Clerk's Document No. 202110396 in the Official Public Records of Tom Green County, Texas.

WHEREAS, this Amended and Restated Declaration has been approved by the affirmative vote of the Members of the Association at a duly called meeting of the Members of the Association wherein a Quorum was met.

NOW THEREFORE, this Amended and Restated Declaration hereby declares that the real property described below shall be held, sold, used and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of and which shall run with the real property subjected to this Amended and Restated Declaration. This Declaration shall be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors, successors-in-title, and assigns, shall run with the land, and shall inure to the benefit of each Owner thereof.

ARTICLE I. DEFINITIONS

- Section 1. "Act" means Chapter 209 of the Texas Property Code applicable to property owners' associations, as amended from time to time.
- Section 2. "Accessory Dwelling Unit" or "ADU" means a smaller, independent and self-contained living space or mother-in-law suite on the same Lot as the primary residence.
- Section 3. "Affiliates" means any Person who controls, is controlled by, or is under common control with another Person.
- Section 4. "Architectural Control Committee" means the committee established in accordance with Article XI of this Amended and Restated Declaration ("ACC").
- Section 5. "Architectural and Design Guidelines" means any procedural or substantive rules, guidelines, criteria, standards and procedures that may be adopted the Board, from time to time, regarding the design, standards, development, planning and construction of Improvements and the use or occupancy of the Lots, as the same may be amended from time to time.
- Section 6. "Articles" means the Articles of Association or Certificate of Formation for the Association filed September 25, 2022 with the Secretary of State of Texas, as may be amended from time to time.
- Section 7. "Assessments" means Regular Assessments, Special Assessments and Individual Assessments owing to the Association by an Owner or levied against any Lot by the Association.
- Section 8. "Association" means and refers to Buffalo Heights Homeowners Association, Inc., its successors and assigns, created for the purposes and possessing the rights, powers, authority and obligations set forth in the Governing Documents, whose address is P.O. Box 61542, San Angelo, Texas, 76906, as may be changed by the Association from time to time.
- Section 9. "Board" means the board of directors of the Association.
- Section 10. "Budget" means an annual budget prepared by the Association that sets forth the anticipated Common Area Expenses for the ensuing fiscal year.
- Section 11. "Builder" means an Owner who is in the business of constructing residences for resale to third parties and intends to construct a residence on such Lot for resale to a third party.

- Section 12. "Bylaws" means the Bylaws adopted by the Board of Directors and recorded in the Real Property Records of the County, as may be amended from time to time.
- Section 13. "Charges" means any costs, expenses, dues, interest, fees, late fees, fines, collection costs, attorneys' fees and any other sums arising under the Governing Documents owing to the Association from an Owner other than Common Area Expenses.
- Section 14. "Claim" means any and all demands, actions, causes of action, losses, costs, expenses (including reasonable attorneys' fees whether incurred at pre-trial, trial or on appeal), damages or liability of any kind or nature.
- Section 15. "Common area" means all real property owned by the Association for the common use and enjoyment of the owners.
- Section 16. "Common Area Expenses" means expenditures made or liabilities incurred by or on behalf of the Association, together with any and all applicable reserves, including: (a) expenses of administration, maintenance or repair of any Common Area; (b) expenses due and payable in accordance with this Amended and Restated Declaration; (c) expenses designated as Common Area Expenses by the Governing Documents or by the Board; (d) such reasonable reserves, as may be established by the Association.
- Section 17. "County" means Tom Green County, Texas.
- Section 18. "Deed of trust" means a deed of trust or a conventional mortgage.
- Section 19. "Designee" means a Person acting at the request of another Person, including Builders, contractors, subcontractors, employees, agents, representatives, and licensees.
- Section 20. "Drainage Facilities" means detention ponds, drainage channels, drainage swales, discharge structures, and grading, connector, and outfall pipes, and all other items and structures, whether located in Common Areas or on Lots, whether public or private, necessary for the proper drainage of surface storm water runoff within the Property.
- Section 21. "Easement Area" means any portion of the Property burdened by an Easement.
- Section 22. "Easements" means, collectively, those easements described in this Declaration.
- Section 23. "Environmental Laws" means any federal, state, or local law, statute, ordinance, or regulation, whether now or hereafter in effect, pertaining to

health, industrial hygiene, or the environmental conditions on, under, or about the Property or the Improvements.

- Section 24. “Governing Documents” means those documents listed in Article II, Section 2 of this Amended and Restated Declaration, as they may be amended from time to time.
- Section 25. “Governmental Approvals” means all permits, licenses, certificates, consents and any other approvals necessary or required pursuant to any law, ordinance, resolution, order, rule or regulation of any Governmental Authority.
- Section 26. “Governmental Authority” means any and all applicable courts, boards, agencies, commissions, offices or authorities of any nature whatsoever for any governmental entity (federal, State, County, district, municipal, City or otherwise) whether now or hereafter in existence.
- Section 27. “Governmental Impositions” means all real property and personal property taxes, assessments, standby fees, excises and levies, and any interest, costs or penalties with respect thereto, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, which at any time prior to or after the execution of this Amended and Restated Declaration, may be assessed, levied or imposed upon the Property or any Lot therein by any Governmental Authority.
- Section 28. “Hazardous Substances” means any substance, product, waste, or other material which is or becomes listed, regulated, or addressed as being a toxic, hazardous, polluting, or similarly harmful substance under any Environmental Law.
- Section 29. “Improvements” means any and all physical structures, facilities, alterations or changes of any type or nature made to or on any portion of the Property, Common Areas, and Lots including any buildings, residences, parking lots, parking structures, roadways, driveways, ramps, loading areas, mechanical equipment, window coverings, signs, utilities, fencing, antennae, walls, screens, landscaping, street scapes, grading changes, park areas, walkways, bridges, recreational facilities, exterior lighting facilities, drainage structures, curbs, retaining walls, grates and man-made objects of every type, existing or in the future placed on any portion of the Property, including all cable television, cellular phone, internet and other utility or communication installations or equipment.
- Section 30. “Indemnified Party” shall have the meaning assigned to such term in Article XX, Section 1 of this Amended and Restated Declaration.

- Section 31. "Individual Assessments" mean assessments established, imposed and levied from time to time by the Association pursuant to Article III, Section 2 of this Amended and Restated Declaration.
- Section 32. "Insurance Trustee" means the Association acting in the capacity of a trustee in accordance with the provisions of Article VIII of this Amended and Restated Declaration to negotiate losses under any property insurance policies required to be obtained by the Association in this Amended and Restated Declaration.
- Section 33. "Legal Requirements" mean restrictive covenants and any other matters of record and any and all then- current judicial decisions, statutes, rulings, rules, regulations, permits, certificates or ordinances of any Governmental Authority in any way applicable to the use and enjoyment of any portion of the Property or any Lot, including Environmental Laws, zoning ordinances, subdivision and building codes, flood disaster laws and applicable architectural barrier and health laws and regulations.
- Section 34. "Lot" means any and all lots of land shown on the recorded subdivision plats as further described in Exhibit A to this Amended and Restated Declaration with the exception of the common area and portions marked "reserved", if any.
- Section 35. "Maintenance" means the exercise of reasonable care to keep buildings, roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping further means the exercise of generally accepted garden management practices necessary to promote a healthy, weed-free environment for optimum plant growth.
- Section 36. "Maintenance Standard" means good repair and condition for the Property necessary to maintain the Common Areas and Lots, as applicable, in a condition reasonably suitable for their intended purpose.
- Section 37. "Manager" means any professional manager or management company that is engaged by the Association to perform any of the duties, powers or functions of the Association.
- Section 38. "Members" means Lot Owners of in Buffalo Heights, Sections One, Two A, Two B, Three, Four, Five, Six, Seven, Eight, Nine Ten A, Ten B, Ten C, Eleven A, Twelve A, Twelve B, Thirteen, Fourteen, Fifteen A, Fifteen B, Fifteen C, Sixteen, Seventeen, G and H, Tom Green County, Texas.
- Section 39. "Membership" means the rights and obligations associated with being a Member. Ownership of a Lot is the sole qualification for membership in the Association. Every Person, upon becoming an Owner, shall automatically

become a Member of the Association, and shall remain a Member of the Association until such time as such Person's ownership of a Lot ceases for any reason, at which time such Person's membership in the Association shall automatically cease. Membership in the Association shall be held in accordance with the provisions of the Articles, the Bylaws, and this Amended and Restated Declaration, as may be amended or supplemented from time to time.

- Section 40. "Mortgagee" means any Person that is the holder, insurer or guarantor of any mortgage or deed of trust securing indebtedness on the Property or on a Lot.
- Section 41. "Occupant" means any Person from time to time entitled to the use and occupancy of a Lot or Improvements thereon pursuant to an ownership right or any lease, sublease, license, or other similar agreement.
- Section 42. "Owner" means any Person owning fee title to a Lot, but excluding any Person having an interest in a Lot solely as security for an obligation.
- Section 43. "Past Due Rate" means the maximum lawful rate of interest allowed under Texas law or, if no maximum lawful rate exists, the rate of 18% per annum.
- Section 44. "Past Due Payment Plan" shall have the meaning assigned to such term in Article III, Section 3 of this Amended and Restated Declaration.
- Section 45. "Person" means any individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, joint venture, estate, trust, unincorporated association and any other legal entity, including any Governmental Authority and any fiduciary acting in such capacity on behalf of any of the foregoing and any Designee.
- Section 46. "Plans" mean the plans and specifications for the development and construction of improvements with respect to a particular Lot, prepared by or on behalf of an Owner and approved by all applicable Governmental Authority, and which includes all items set forth in the Architectural and Design Guidelines, as applicable and any other information requested by the Architectural Control Committee.
- Section 47. "Property" means that certain real property located in the County and more particularly described in Exhibit A attached to this Amended and Restated Declaration together with all and singular the Easements, rights, and appurtenances pertaining thereto.
- Section 48. "Real Property Records" means the records of the office of the county clerk of Tom Green County where instruments concerning real property are recorded.

- Section 49. "Regular Assessments" mean assessments established, imposed and levied by the Association pursuant to Article III of this Amended and Restated Declaration.
- Section 50. "Rules and Regulations" mean all rules, regulations and procedures as the same may be adopted and amended from time to time by the Board.
- Section 51. "Short-Term Rental" means any rental agreement that is less than 6 (six) consecutive months.
- Section 52. "Special Assessments" mean assessments established, imposed and levied from time to time by the Association pursuant to Article III of this Declaration.
- Section 53. "State" means the State of Texas.
- Section 54. "Supplemental Declaration" means a written instrument, executed by the Association and recorded in the Real Property Records that subjects Annexed Property to this Amended and Restated Declaration or otherwise supplements the covenants, conditions or restrictions contained in this Amended and Restated Declaration.
- Section 55. "Systems" mean all fixtures, utilities, equipment, pipes, lines, wires, computer cables, conduits, circuits, junction boxes, hangers, pull boxes, terminal points, electronic devices, air compressors, air handlers, chillers, cisterns, sprinkler devices and other systems used in the production, heating, cooling and/or transmission of air, water, gas, electricity, communications, waste water, sewage, audio and video signals, and other utility services
- Section 56. "Systems Easement" means an easement as more particularly described in Article IV, Section 4 of this Amended and Restated Declaration.
- Section 57. "Taking" means the taking or threat of taking of all or a portion of the Property or Common Area for any public or quasi-public use, by eminent domain proceedings or otherwise, by a Governmental Authority or by an action in the nature of eminent domain (whether permanent or temporary) or the sale or other transfer of the Property or Common Area in lieu thereof.
- Section 58. "Utility Provider" means any Governmental Authority, quasi-Governmental Authority, or private provider of Utility Services to the Buffalo Heights.
- Section 59. "Utility Services" means any utility servicing Buffalo Heights Subdivision including without limitation, water, sewer, electricity, gas, telephone, cable television, and similar services.

ARTICLE II. MEMBERSHIP IN ASSOCIATION; VOTING RIGHTS

- Section 1. Every owner of a lot will be a member of the Association; membership will be appurtenant to and may not be separated from ownership of a lot. Each Owner is subject to this Amended and Restated Declaration and all other Governing Documents and the covenants and restrictions contained therein. By acceptance of a deed, or other instrument establishing title, ownership or the right of occupancy in any portion of the Property, including any Lot or any portion of a Lot, each Occupant acknowledges that it has been given notice of this Amended and Restated Declaration and the other Governing Documents; that use of any portion of the Property and Lot is limited and governed by the provisions of the Governing Documents; that the Board may, from time to time, adopt and amend definitions of words, phrases and terms used in this Amended and Restated Declaration and other Governing Documents; that the use, enjoyment and marketability of the Property and the Lots can be affected by this Amended and Restated Declaration; and that the Governing Documents may change from time to time. All Owners shall notify the Association in writing of any transfer of ownership of such Owner's Lot providing the name of the new Owner.
- Section 2. The Property's Governing Documents consist of the following documents, and in the event of any conflict between the provisions of the Governing Documents, the Governing Documents shall control in the following order: (a) the Act; (b) this Amended and Restated Declaration, as amended by any Supplemental Declaration or amendment; (c) the Articles; (d) the Architectural and Design Guidelines; (e) the Bylaws; (f) the Rules and Regulations; and (g) any other policies adopted by the Board of Directors and recorded in the Real Property Records of Tom Green County, Texas, as each of the documents listed in items (a)-(g) may be amended from time to time. Any conflict between the provisions of multiple Supplemental Declarations applying to the same portion of Property or annexed property shall be resolved by granting control to the Supplemental Declaration with the latest date of filing in the Real Property Records which shall control over any prior Supplemental Declarations filed for such portion of Property. It is the Association's intention for the Governing Documents to be in compliance with the Act and the Association may amend the Governing Documents to bring such documents in compliance with the Act and any other Legal Requirement.
- Section 3. The Association shall have one (1) class of membership. Each Member shall be entitled to cast one (1) vote for each Lot owned. The voting rights of the Members shall be subject to the provisions of the Bylaws and this Amended and Restated Declaration.

Section 4. Proxies Of Owners. Votes allocated to a Lot may be cast pursuant to a proxy duly executed by an Owner in the form required by the Association. If a Lot is owned by more than one Person, any one co-Owner of the Lot may cast the vote of that Lot or register a protest to the casting of the vote of that Lot by the other co-Owners of the Lot through a duly executed proxy. An Owner may not revoke a proxy given pursuant to this Section 4 except by written notice of revocation to the individual presiding over a meeting of the Association.

ARTICLE III. ASSESSMENTS

Section 1. Regular and Special Assessments by the Association. The Association shall possess the right, power, authority and obligation to establish a Regular Assessment for the payment of Common Area Expenses and such Special Assessments as provided for in this Amended and Restated Declaration. The assessments levied by the Association shall be used as follows: (a) for the purpose of promoting the interests of the Association and the recreation, health and welfare of the residents of the Property, and in particular for the improvement, repair and maintenance of the entry ways or any other properties, services and facilities devoted to this purpose and comprising or directly relating to the use and enjoyment of the Common Properties, including, but not limited, to the payment of taxes on and insurance in connection with the Common Area, and the repair, replacement and additions thereto; (b) for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Area; (c) for carrying out the duties of the Board of Directors of the Association as set forth in Article XI hereafter including, but not limited to, the payment by the Association of all assessments and charges payable in connection with sewer, water and garbage pickup services and the installation and maintenance of lighting (if any) of the Common Area; (d) for paying the cost of maintenance of the monument sign for the Property, if any, in the event the appropriate governmental authority refuses to maintain the same; or (e) for carrying out the purposes of the Association as stated in its Certificate of Formation.

(a) Fees. The Association herein establishes and reserves the right for the Association to collect certain fees set forth herein upon the closing of sale of a Lot. The below listed fees shall not be considered an advance payment of any Assessments set forth herein and are not refundable. Fees are not pro-rated.

I. Fees Upon Sale. The Association or Manager may, and likely will, have fees, which will be charged to an Owner for the transfer of a significant estate or fee simple title to a Lot

and the issuance of a "Resale Certificate" (herein so called). The Association or Manager shall not be required to issue a Resale Certificate until payment for the cost thereof has been received by the Association or its agent. Transfer fees and fees for the issuance of a Resale Certificate shall in no event exceed the rates allowed in Chapter 207 of the Texas Property Code for each Lot being conveyed and are not refundable and may not be regarded as a prepayment of or credit against regular or special assessments, and are in addition to any other contribution which may exist or be established from time to time. Beginning on the date of its purchase and continuing for 90 days thereafter ("90-day Grace Period"), a Resale Certificate can be updated free of any additional charge. Any fees for Resale Certificates shall be charged in accordance with Property Code Chapter 207. For requests requiring a Resale Certificate or Statement of Account within three (3) days or less, an additional rush fee will be applied, not to exceed ONE HUNDRED TWENTY-FIVE AND NO/100 dollars (\$125.00). This Section does not obligate the Board or any third party to levy such fees. Transfer fees shall not exceed Two Hundred Dollars (\$200.00), unless a higher amount is permitted by law and approved by a majority vote of the Board of Directors in an open meeting.

(b) Common Area Expenses. The Association shall establish the amount sufficient in the judgment of the Association to pay all Common Area Expenses when due and possesses the right, but not the obligation to establish and maintain a reserve fund for such purposes. The amount established to pay Common Area Expenses shall be assessed to the Owners and against the Lots (the "Regular Assessments"), shall be divided, allocated and assessed equally among the total number of Lots and shall be due and payable semi-annually, or on such dates as otherwise established by the Association, and shall be applied to the payment of Common Area Expenses for which the Association is responsible.

(c) Budget for Common Area Expenses. Prior to the commencement of each fiscal year of the Association, the Association shall establish and adopt the Budget for the next following fiscal year, notify Owners of such Budget and make the Budget available for review by all Owners. No further communication shall be necessary to establish the amount of each Owner's obligation regarding the Regular Assessments payable under this Declaration, and the failure of the Association to timely notify and make available for review by Owners such Budget shall not excuse or relieve an Owner from the payment

of the Regular Assessments contemplated thereby, in which case, each Owner shall continue to pay to the Association an amount equal to such Owner's Regular Assessments and on the same schedule as established pursuant to the most recent Budget made available to the Owners. The Board shall have the right to amend the Budget at any time in which event the portion of the Regular Assessments assessed against each Lot and the corresponding payment obligation of each Owner shall be adjusted accordingly. Notwithstanding the foregoing, no Budget, or amendment thereof, may increase the amount of Regular Assessments allocated to a Lot and payable by an Owner by more than 25% from the immediately preceding fiscal year, without the affirmative vote of at least 51% of the Members entitled to vote at such time. The maximum annual assessment for each Lot for the year 2025 shall be Two Hundred and Twenty Five AND No/100 Dollars (\$225.00). Assessments are not refundable and shall not be prorated. The annual assessments shall not exceed Five Hundred and No/100 Dollars (\$500.00) without the approval of at least fifty-one percent (51%) of the Members eligible to vote at the time of such decision. Upon reaching an annual assessment of \$500.00, the Board may, at its discretion, increase the assessments annually by an amount not exceeding the annual inflation rate, as measured by the Consumer Price Index for All Urban Consumers (CPI-U), without requiring a vote of the Members. Any proposed increase exceeding the annual inflation rate shall require the approval of at least fifty-one percent (51%) of the Members eligible to vote.

(d) Special Assessments by Association. In addition to the Regular Assessments contemplated in this Declaration, the Association shall establish Special Assessments from time to time as may be necessary in the judgment of the Association to pay (i) non-recurring Common Area Expenses relating to the maintenance, care, alteration, improvement, replacement, operation and management of the Property and the administration of the Association; (ii) capital expenditures necessary to replace Improvements on or within the Common Area; (iii) additional Common Area Expenses if the Regular Assessments are not sufficient to cover all of the Common Area Expenses and (iv) contractual and other liabilities of the Association that have not been included in the Budget. Special Assessments so established shall be payable by and allocated among the total number of Lots and allocated to each Owner based upon the number of Lots such Owner owns within 30 days of receipt of notice of such Special Assessment, or as otherwise specified in such notice.

Section 2. Individual Assessments. In addition to the Regular Assessments and the Special Assessments contemplated in this Article III, the Association shall

possess the right, power and authority to establish or levy the Individual Assessments in accordance with the provisions of this Amended and Restated Declaration against an individual Owner and its Lot for Charges properly borne solely by one or more but less than all Owners, such as (without limitation) charges for additional services, damages, fines or fees, interest, collection costs, attorneys' fees, insurance deductible payments or any other amount owing the Association by an Owner. The Individual Assessments shall be the personal obligation of the Owner against whom the Individual Assessment is assessed, and shall constitute a lien against the Lot in the same manner and with the same consequences as the Regular Assessment and any duly authorized Special Assessment.

Section 3. Obligation to Pay Assessments. Each Owner shall be personally obligated to pay the Owner's share of all Assessments to the Association in the amounts and on the dates established pursuant to this Amended and Restated Declaration. Unpaid Assessments due as of the date of the conveyance or transfer of a Lot, or a portion thereof, shall not constitute a personal or entity obligation, as applicable, of the new Owner but the lien provided for in Section 4 below shall not be affected by such conveyance as the former Owner shall continue to have personal or entity liability for such unpaid Assessments. No Owner shall be entitled to exemption from liability for the Owner's obligation to pay such Assessments for any reason, including claims of (a) waiver of the use and enjoyment of the Common Area or the facilities as to which any Assessments relate; (b) an abandonment or vacation of the Lot or Improvements thereon; (c) offsets or reductions; and (d) the Association, or the Board or any other entity is not properly exercising its duties and powers under the Governing Documents. Any Assessment not paid within 30 days of the date due thereof shall bear interest at the Past Due Rate, and shall be recoverable by the Association, together with interest as aforesaid and all costs and expenses of administering the Past Due Payment Plan, hereinafter defined, and other collection methods, including reasonable attorneys' fees, by suit in a court of competent jurisdiction or in a mediation or arbitration in the County pursuant to the provisions of Article XIV of this Amended and Restated Declaration. The Association shall adopt and record in the Real Property Records guidelines establishing an alternative payment schedule by which an Owner may make partial payments to the Association for delinquent Assessments pursuant to such guidelines (the "Past Due Payment Plan"). It shall be the responsibility of the Association to collect any such delinquent Assessments, the existence of which shall be made known by written notice delivered to the defaulting Owner and, if requested, the Owner's Mortgagee pursuant to and in accordance with the Act.

Section 4. Lien to Secure Payment of Assessments. The Association hereby reserves a lien against each Lot which shall be and constitute a lien and encumbrance, in favor of the Association, upon such Lot to secure payment

of Assessments. Subject to Section 9 of this Amended and Restated Declaration, the liens established in this Amended and Restated Declaration shall be prior and superior to all other liens and encumbrances subsequently created upon such Lot regardless of how created, evidenced or perfected, other than the liens for Governmental Impositions. So long as the Association satisfies the requirements set forth in the Act, and any other applicable Legal Requirement with regard to delinquent assessments and foreclosure of assessment liens, assessment liens created in this Amended and Restated Declaration may be foreclosed on or enforced by any means available at law or in equity. The lien securing the obligation for the payment of Assessments shall not be enforceable against the purchaser at a foreclosure sale of a lien encumbering a Lot in order to satisfy the indebtedness for a Mortgagee (or against the grantee by deed in lieu of any such foreclosure) for any Assessments which became payable prior to the date of such foreclosure sale (or conveyance in lieu thereof); provided, however, in no event shall a defaulting Owner be relieved from liability incurred for unpaid Assessments owed by such Owner.

- Section 5. Commencement of Obligation to Pay Assessments. Each Owner shall be obligated to commence payment of all Assessments against a Lot on the date the Lot is conveyed to the Owner. On the date on which a Lot is conveyed to an Owner, such Owner shall be obligated to pay only the Assessment against such Lot for the following year. Annual assessments shall be payable in advance on the first (1st) business day January each year; provided, if the Board so elects. annual assessments may be paid in monthly, quarterly, or semi-annual installments.
- Section 6. Notice of Default. If an Owner defaults in the Owner's monetary obligations to the Association, the Association shall notify the Owner and other lien holders in accordance with the Act and shall state the Association's intent to foreclose its lien.
- Section 7. Alternative Actions. Nothing contained in this Amended and Restated Declaration prohibits the Association from taking a deed in lieu of foreclosure from an Owner or from filing suit to recover a money judgment for sums that may be secured by the Association's lien.
- Section 8. Statement of Expenses and Access to Records. Upon proper delivery of a written request from an Owner to the Board or the Manager containing the requisite information as set forth in the Act, the Association shall provide current copies of or make reasonably available for examination, the requested books, records, financial statements and any other requested information maintained by the Association in accordance with the Bylaws, any record retention policy adopted by the Board and filed of record in the Real Property Records, and the Act. The costs associated with compilation, production and reproduction of information contemplated in this Section 8

shall be set forth in the records retention, inspection, production and copying policy adopted by the Board.

- Section 9. Subordination of Lien for Assessments. The lien for the payment of Assessments shall be subordinate to the lien of any valid mortgage or deed of trust that secures lien indebtedness from an Owner for a Lot that was recorded prior to the date any such Assessment becomes delinquent under the provisions of this Amended and Restated Declaration. A sale or transfer of any lot will not affect the assessment lien.

ARTICLE IV. PROPERTY RIGHTS

- Section 1. Owner's easements of enjoyment. Every owner of a lot will have a right and easement of enjoyment in and to the common area which will be appurtenant to and will pass with the title to such lot, subject to the following rights of the Association:

(a) The right to charge reasonable admission and other fees for the use of any recreational facility situated within the common area;

(b) The right to suspend the right of use of recreational facilities and the voting rights of any owner for periods during which assessments against the owner's lot remain unpaid, and the right, after hearing by the board of directors, to suspend such rights for a period not exceeding 120 days for any infraction of the published rules and regulations of the association; and

(c) The right to dedicate or transfer all or any part of the common area to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed on by the members. No such dedication or transfer will be effective unless approved by 51% of the Members entitled to vote at such time.

- Section 2. Delegation of use. Subject to such limitations as may be imposed by the Bylaws of the Association, each owner may delegate the right of enjoyment in and to the common areas and facilities to the members of the owner's family, and to guests, tenants, and invitees.

- Section 3. Easements of encroachment. There will exist reciprocal appurtenant easements as between adjacent lots and between each lot and any adjacent portion or portions of the common area for any encroachment due to the placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon, provided such construction, reconstruction, or alteration is in accordance with the terms of this declaration. Such easement will exist to a distance of not more than one (1)

foot as measured from any point on the common boundary between adjacent lots, and between each lot and any adjacent portion of the common area, along a line perpendicular to such boundary at such point. No easement for encroachment will exist as to any encroachment occurring due to the willful conduct of an Owner.

Section 4. Other easements.

(a) Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded subdivision plat. Within these easements, no structure, planting, or other material will be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each lot and all improvements in such area will be continuously maintained by the Owner of such lot, except for improvements for maintenance of which a public authority or utility company is responsible. Owners are responsible for the installation, maintenance, and repair of culverts and culvert pipes in the easement area between the Owner's driveway and the street. Culvert pipes must be sufficient in size to not impede stormwater runoff.

(b) No dwelling unit or other structure of any kind will be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, and rights of way will at all times be open and accessible to public and quasi-public utility corporations, their employees, and their contractors, and will also be open and accessible to Association, its successors and assigns, all of whom will have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

(c) There will exist appurtenant easements of access to all private streets within the subdivision to the County of Tom Green for the use of city personnel and equipment on County business, for law enforcement, fire protection and emergency medical service agencies and personnel.

(d) The Association hereby reserves and grants a perpetual, assignable and non-exclusive common area easement over, on and across the Common Areas for its own benefit and for the benefit of each Lot (that is an intended beneficiary of such Common Area), the Owners and the Association for ingress and egress from each Lot and for the use of the Common Area.

- Section 5. Right of entry. The Association, through its duly authorized employees and contractors, will have the right after reasonable notice to the Owner of any Lot, to enter any Lot at any reasonable hour on any day to perform such maintenance as may be authorized in this Amended and Restated Declaration.
- Section 6. No partition. There will be no judicial partition of the common area, nor will any Owner or any other person acquiring any interest in the subdivision or any part of it, seek judicial partition of the common area. However, nothing contained in this declaration will be construed to prevent judicial partition of any lot owned in co-tenancy. No Lot may be subdivided.
- Section 7. Power to Grant Easements. The Association (to the extent permitted by the Act) shall have the power to grant access, utility, drainage, water facility and any other easements in, on, over or under the Common Areas for any lawful purpose, including without limitation, the provision of emergency services, utilities (including water, sanitary sewer, storm sewer, gas, and other energy services), telephone, cable television, fiber optic, and other telecommunication services, and other uses or services to one or more of the Owners, subject to the prior review and approval of such easement by the Association. The requesting Owner for an easement pursuant to this Section 7 shall be responsible for, all costs and expenses incurred by the Association regarding the creation of such easement.

ARTICLE V. MAINTENANCE RESPONSIBILITIES

Section 1. Maintenance.

(a) Maintenance of Lots. All maintenance, repairs and replacements of, in or to any Lot or Improvements thereon, ordinary or extraordinary, foreseen or unforeseen, shall be performed by the Owner of such Lot or Improvements in accordance with the Maintenance Standard. Owners shall not perform maintenance, repairs, or replacements on any Lot or the Improvements thereon in a manner that unreasonably impedes or unreasonably increases the flow of rainwater or stormwater.

(b) Maintenance of Common Areas. Except as otherwise provided in the Governing Documents, the Common Areas shall be maintained by the Association, the cost and expense of which shall constitute a Common Area Expense and shall be payable as a Common Area Expense, as set forth in this Amended and Restated Declaration. Nothing in this Amended and Restated Declaration shall be deemed or construed as relieving any Owner from liability or responsibility for

damage to the Common Areas caused by the negligence or misconduct of an Owner or an Owner's Designees.

(c) Maintenance of Easements. Except as expressly provided in Article IV, Section 2 of this Amended and Restated Declaration, all maintenance, repairs and replacements of, in or to any Easement Area, ordinary or extraordinary, foreseen or unforeseen, shall be performed by the Owner of each Lot in which the Easement Area is located and in accordance with the Maintenance Standard. If the Easement Area is located in a Common Area, then all maintenance, repairs and replacements of, in or to any Easement Area, ordinary or extraordinary, foreseen or unforeseen, shall be performed by the Association and shall be payable as a Common Area Expense, as set forth in this Amended and Restated Declaration.

Section 2. Owner Failure to Maintain. If any Owner fails or neglects to maintain, repair or clean any portion of the Property or certain Improvements, as required to be maintained by such Owner pursuant to the Governing Documents and by Article V, Section 1 of this Amended and Restated Declaration, and such failure or neglect continues for an unreasonable time period in light of the surrounding circumstances as may be determined on a case by case basis by the Association, after Owner's receipt of written notice of such neglect or failure from the Association, then the Association may, but shall not be obligated to, enter the Property, and take appropriate steps to perform, or cause to be performed, the maintenance obligations of the Owner required by this Amended and Restated Declaration. The defaulting Owner shall, upon demand, reimburse the Association for performing such required maintenance and all costs and expenses incurred in the exercise of its rights pursuant to this Section 2 or as otherwise set forth in this Amended and Restated Declaration.

Section 3. Disputes. Any Dispute arising among any or all of the Owners or the Association as to the proper Person to bear a maintenance cost or expense shall be resolved by Alternative Dispute Resolution or Mediation.

Section 4. Mechanic's Liens. No labor or services performed or materials furnished and incorporated in a Lot, the Improvements thereon or any Common Area shall be the basis for the filing of a lien against any Lot or Common Area not expressly approved in writing by the Owner of such Lot or by the Association with respect to Common Areas. All contracts for labor, services and/or materials with respect to any of the Lots shall be in compliance with the provisions of the Governing Documents.

ARTICLE VI. CONSTRUCTION OF IMPROVEMENTS AND USE RESTRICTIONS ON LOTS

Any building or structure to be placed or constructed on a Lot is subject to approval in writing by the Architectural Control Committee (ACC) under Article X. The Property shall be used for single-family residential purposes and home office and accessory uses only. The Owner or renter may not operate the business as a storefront business or any business that displays products from the Lot to the public. Using signage to advertise a home-based business from the Lot is strictly prohibited. Home-based businesses shall not cause unreasonable traffic congestion or disturbance. No Lot shall be used for commercial purposes, including but not limited to light and heavy-duty manufacturing, automotive repair, storage of commercial vehicles, heavy machinery, or equipment. Temporary construction related to approved buildings or structures is permitted but must not create a nuisance or ongoing commercial presence. The subdivision will be occupied and used only as follows, subject to applicable restrictions of record, the Architectural and Design Guidelines and Rules and Regulations, and the Governing Documents and Legal Requirements:

- Section 1. Each Lot will be used as a residence for a single family and for no other purpose. No more than one (1) single family residential structure may be located on any Lot.
- Section 2 In furtherance of the purposes of this Amended and Restated Declaration, the Board from time to time may adopt, amend or repeal the Rules and Regulations concerning and governing the Property, Lots or any portion thereof, including the establishment and enforcement of penalties for any infraction of the Rules and Regulations.
- Section 3 No sign of any kind will be displayed to public view on a Lot or the Common Area without the prior written consent of the association, except customary name and address signs and lawn signs of not more than five (5) square feet in size advertising a Lot for sale or rent.
- Section 4 Nothing will be done or kept on a Lot or on the Common Area which would increase the rate of insurance relating to such lot or area without the prior written consent of the Association, and no Owner will permit anything to be done or kept on the Owner's Lot or the Common Area which would result in the cancellation of insurance on any residence or on any part of the Common Area, or which would be in violation of any law.
- Section 5 No Owner shall obstruct or interfere with the use of the Common Areas by other Owners or the Association. No Owner shall keep or store anything on any part of the Common Areas without the prior written approval of the Association. No Owner shall alter any of the Common Areas or construct on or remove anything from the Common Areas without the prior written approval of the Association. The Association is not obligated to construct any Improvements on or within the Common Areas but shall have the right to do so at its election.

Section 6. No rubbish, trash, garbage, or other waste material will be kept or permitted on any Lot or on the common area except in sanitary containers located in appropriate areas concealed from public view. Front-load metal dumpsters must have a properly fit lid and be placed off the street or cul-de-sac and cannot block any drainage culvert. Residential sanitary containers may be placed at the front of the Lot in accordance with scheduled trash pickup times. The sanitary container shall not obstruct traffic. No sanitary container or dumpster shall exceed the following dimensions: 6' x 4.5' x 4'. Sanitary containers or dumpsters exceeding the aforementioned dimensions shall require ACC approval before being placed at the street corner of any Lot. Any damage to the street or common areas that occurs while the metal dumpster is being delivered or removed, as well as during regular collection, shall be repaired by the Lot owner or by the Association and charged to the Owner of said Lot's account.

Section 7. Fences and Walls. This Section 7 only applies to fences and walls installed after the date that this Amended and Restated Declaration is executed and recorded in the Official Public Records of Tom Green County, Texas.

(a) Any fence or wall must be constructed of brick, wood, wrought iron, R-Panel fence, or net wire with 2 strands of slick wire on top and would be held up by six-foot (6') T posts on twenty-foot (20') centers and every 5th post shall be 2 3/8" steel pipe, 2 wire stays shall be placed between each post. Corner posts shall be 2 3/8" pipe cemented into place. All wire materials and T posts must be new. Used pipe may be acceptable as long as it is in good condition, free of a significant amount of rust, and will hold paint. All pipes must be painted green to match the T posts, all fencing should match or be complementary to the residence as outlined in the ACC guidelines Any variations from this policy requires written permission of the ACC.

(b) There shall be no chain link or vinyl fences permitted except on the Common Properties without the express written consent of the ACC.

(c) No fence, or wall shall be permitted to extend nearer than thirty feet (30') from any front property line, unless otherwise stated in registered plats. However, all side yard fencing on corner Lots shall run parallel to the curb and may be placed no nearer than five feet (5') inside the side Lot line and shall not extend beyond a point of five feet (5') behind the front of the residence on that side. Fences or walls shall be maintained and repaired by the Owner of the Lot on which the fences or walls are located. Any fence or portion thereof that faces a public street shall be so constructed so that all structural members and posts will be on the side of the fence facing away from the street so that they are not visible from any street. No portion of any fence shall extend more than six feet (6') in height without the express written consent of the ACC. The ACC may, at their sole discretion, allow a

maximum of eight foot (8') foot fencing. Decisions of the ACC may be based solely on aesthetic appearances and considered on a case by case basis.

- Section 8. No outbuilding, basement, tent, shack, garage, trailer, recreational vehicle, mobile or modular home, shed, or any temporary structure may be used as a residence, whether temporarily or permanently. The Board has the authority to create additional rules regarding these temporary or irregular structures and vehicles.
- Section 9. Nothing will be altered in, constructed on, or removed from the common area except on the written consent of the association.
- Section 10. All portions of a Lot not improved by Improvements or other buildings, residences, driveways, parking areas, walkways, patios or decks (referred to as the unimproved area or landscaped areas of a Lot) shall be maintained by the Owner thereof in a manner as set forth in the Architectural and Design Guidelines or as otherwise approved by the ACC pursuant to Article X of this Amended and Restated Declaration. Maintenance and modifications, as well as any obstructions to the front drainage ditch and adjoining utility easement are the responsibility of the property owner.
- Section 11. No Owner shall handle, store, deposit, use, process, manufacture, dispose of or release or allow any of its Designees or Occupants to handle, store, deposit, use, process, manufacture, dispose of or release any Hazardous Substances from, on, in, under or in the air above any part of the Property, including any surface waters or groundwater located on the Property or into public sanitary or storm sewer systems serving the Property without complying with all Legal Requirements including performing pre-treatment, obtaining permits and giving notices as required by Environmental Laws. Each Owner shall be responsible for and shall pay all costs and expenses related to cleanup and remediation required by any Governmental Authority of Hazardous Substances it or its Designees or Occupants causes in, on, under or above the Property.
- Section 12. Minimum Set Back Lines. This Section 12 only applies to dwellings or other structures built after the date that this Amended and Restated Declaration is executed and recorded in the Official Public Records of Tom Green County, Texas. No dwelling or other structure shall be constructed on any Lot neared to the front of the Lot than the building set back line shown on the recorded Plat of the Subdivision. No dwelling or other structure shall be constructed on any Lot nearer than thirty feet (30') from any front property line of the Lot.
- Section 13. Conflict Between Declaration and Governmental Regulations. In the event of any conflict between the restrictions contained in this Declaration and any applicable Governmental Regulations, then such Governmental

Regulations shall control, except, however, that if the restrictions contained herein are in any respect more restrictive than such Governmental Regulations, then the restrictions contained herein shall control.

- Section 14. Leasing. Homeowners who rent or lease their residence shall be responsible at all times for his tenant, all occupants and guests. The maintenance and upkeep of the home and lot shall be borne by the Owner. Should the tenant violate a rule and a violation notice is sent, the Owner shall be responsible for ensuring the tenant's compliance and ensuring the violation is immediately abated. Should a fine for non-compliance result, the Owner shall be responsible for payment to the Association for all fines or any monetary expense the Association may incur for the enforcement and abatement of a violation. Fine(s) will be levied against the Owner's account for payment to the Association and shall be subject to collections as may be set forth in this Amended and Restated Declaration or any existing collection policy of the Association which may be adopted at any time and from time to time. Owners shall maintain accurate and updated billing and mailing addresses at all times with the Association. Short-Term Rentals are strictly prohibited. The leasing of any tiny home, recreational vehicle (RV), Mother-In-Law Suite, Accessory Dwelling Unit on a Lot, or similar structure, regardless of the term, is expressly forbidden.
- Section 15. Driveways. The first thirty feet (30') of a Lot's driveway shall be surfaced with concrete or asphalt. No widening of driveway is allowed without the proper written consent of the ACC. No construction of any improvements or obstructions of any type, except for driveways, shall be allowed in any portion of the ten-foot (10') right-of-way (R.O.W.) easement adjoining any roadway. All driveways connecting to any roadway shall have a drainage culvert of sufficient size to prevent the damming or diversion of water flow. All drainage areas must be maintained in such a way as to allow water to flow freely as engineered to prevent the flooding of properties and structures.
- Section 16. Garage Required. Each residence shall have an enclosed two car garage and shall conform to the requirements set forth in the Architectural and Design Guidelines. The garage shall conform in design and materials with the main structure and may not be used as a living-quarters at any time or for the purpose of conducting business of any kind.
- Section 17. Specific Prohibitions.
- (a) The erection, construction, placement or installation of any television, radio or other electronic tower, serial, antenna, satellite dish or device of any type for the reception or transmission of radio or television broadcast signals or other means of communication upon a Lot or upon any improvement thereon is prohibited, except

that this prohibition shall not apply to those antennae specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000 (or any successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time. The Board shall be empowered to adopt rules governing the types of antennae that are permissible hereunder and establishing reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennae. To the extent that reception of an acceptable signal would not be impaired or the cost of installation would not be unreasonably increased, an antenna permissible pursuant to the Declaration or the rules of the Association may only be installed in a side or rear yard location, not visible from the street or neighboring property, and integrated with the dwelling and surrounding landscape upon prior express written consent of the ACC. Antennae shall be installed in compliance with all state and local laws and regulations, including zoning, land-use and building regulations.

- (b) There shall be no outside toilet or outhouse built or used on the premises except during the initial construction period.
- (c) There shall be no discharging or shooting of firearms upon any Lot.
- (d) There shall be no excavation of any materials on a Lot, other than for landscaping, initial construction of buildings and driveways, without prior written approval from the Board.
- (e) Dams may be built on creeks or natural waterways only if (1) written permission is obtained from the Board and the Owner of the Lot adjacent to such waterway on the opposite side of the waterway; (2) such dam will not be built so as to unreasonably inundate the Lot of another Owner, unless a written easement is obtained from such other Owner; (3) such dam will not cause the flooding of any roadway; and (4) such dam is constructed in accordance with all Federal, State and Tom Green County regulations governing said construction.
- (f) No radio towers or wind turbines shall be constructed on any Lot without written permission of the Board.
- (g) No tracts shall be subdivided.
- (h) In accordance with the Architectural and Design Guidelines, window A/C units are allowed but must not be visible from the road.

- Section 18. Parking. Except as otherwise provided in this Article, no vehicle may be parked or left upon any portion of a Lot except in a garage or on a driveway. Except as provided below, the following vehicles may not be parked on any street or driveway within the Property, and may be parked only in an enclosed garage or temporarily for the purpose of cleaning, loading, or unloading: recreational vehicles, mobile homes, trailers, and campers. No recreational vehicles, mobile homes, trailers, or campers may be occupied overnight on any Tract except for periods of no more than fourteen (14) days out of any period of ninety (90) days. Recreational vehicles, mobile homes, trailers, and campers housed inside an ACC approved enclosure may be occupied during construction of the residence (not to exceed 9 months). Stored vehicles, unless kept within an enclosed garage are prohibited without the express written permission of the ACC or Board of Directors. Unlicensed or inoperable vehicles must be kept in enclosed garages and may not be visible at any time. "Sports utility vehicles" and "mini-vans" (as such vehicles are commonly referred to, as determined in the Board's discretion) and "pick-up trucks" shall be treated as automobiles and may be parked outside of enclosed garages. Boats may be kept for the purpose of cleaning or loading or unloading only. No boat may be parked or stored on the street or in the driveway. This Section shall not apply to parking, for purposes of emergency vehicle repairs, construction, service, and delivery vehicles for periods necessary to perform the services or make a delivery. **Due to the often controversial nature on-street parking, the Board of Directors or the ACC shall have the sole discretion to review and determine potential non-compliance on a case by case basis.** The Board, in its discretion, may enact additional rules governing such temporary, irregular use or, in the absence of specific rules, shall have discretion in determining what constitutes permissible parking under such circumstances. **The Association will utilize towing subject to all applicable laws and ordinances available to it for the towing of any unauthorized vehicle. If a vehicle is towed, it will be at the sole expense of the Owner of the vehicle and Owner assumes all risk and responsibility for the vehicle as well as any personal items within the vehicle at the time the vehicle is towed.**
- Section 19. Minimal Floor Area and Maximum Height Restrictions. The total air-conditioned living area of the main residential structure constructed on each Lot, as measured to the outside of exterior walls but exclusive of open porches, garages, patios and detached accessory buildings, shall be in accordance with the applicable laws, but in no event shall be less than 1,500 square feet.
- Section 20. Building Materials. The building materials to be used for each residence and other structure must conform to the requirements set out in the Architectural and Design Guidelines. Allowed roofing materials shall be set forth exclusively in the Architectural and Design Guidelines. The color of roofing

shall be consistent throughout the Subdivision and shall otherwise conform to the Architectural and Design Guidelines. All residential structures shall consist of on-site built residential structures only and three of the four sides of the residential structures shall be constructed of brick, stone, or stucco.

- Section 21. Mailboxes and Address Blocks. Mailboxes shall be standardized throughout Buffalo Heights Subdivision, and shall be constructed in accordance with the Architectural and Design Guidelines. An address block shall be installed on the front facade of each residence. Mailboxes for Lots may be cluster mailboxes of a standardized design approved by the ACC prior to installation and shall conform to any applicable the United States Postal Service or other applicable governmental authority, and shall be constructed in accordance with applicable Architectural and Design Guidelines. In the event that any cluster mailbox installed in the Buffalo Heights Subdivision requires maintenance, replacement or repairs, such maintenance, replacement and/or repairs shall be performed by the Association and the costs and expenses incurred by the Association in connection therewith shall, if considered necessary or appropriate by the Board, be charged on a pro rata basis (based on the total number of mailbox units within such cluster mailbox) as a special individual assessment to the Owners with mailbox units within the cluster mailbox that has been maintained, repaired and/or replaced. The Association does not provide or maintain keys for the cluster mailboxes. Owners shall be responsible for obtaining keys at time of purchase of home.
- Section 22. Landscaping. Each Owner of a Lot shall have the responsibility to properly maintain such trees and landscaping and, if necessary, shall replace such trees or landscaping in accordance with the Architectural and Design Guidelines. All common area landscaping shall become the responsibility of the Association to maintain. The areas around buildings and along streets must be mowed regularly and maintained by the Owner of each Lot in the manner as set forth in the Architectural and Design Guidelines.
- Section 23. Architectural and Design Guidelines. In addition to any requirements set forth in this Amended and Restated Declaration, all Owners are required to comply with the Architectural and Design Guidelines in the construction of improvements within the Property and the installation and maintenance within the Property.
- Section 24. Specific Section Rights and Restrictions. The following provisions detail the prohibitions and rights applicable to the specific sections of Buffalo Heights:

Section 1: No fencing is allowed within forty feet (40') of Bison Trail or Lakota Lane.

Section 2a: No fencing is allowed within twenty-five feet (25') of Elk Run.

Section 2b: No fencing is allowed within twenty-five feet (25') of Elk Run.

Section 3: No fencing is allowed within forty feet (40') of Bison Trail or Buck Run.

Section 4: No fencing is allowed within twenty-five feet (25') of Buck Run.

Section 5: No fencing is allowed within forty feet (40') of Bison Trail or Pronghorn Path.

Section 6: No fencing is allowed within forty feet (40') of Bison Trail or Pronghorn Path.

Section 7: No fencing is allowed within twenty-five feet (25') of Elk Run or Pronghorn Path.

Section 8: No fencing is allowed within forty feet (40') of Buck Run.

Section 9: No fencing is allowed within twenty-five feet (25') of Panther Path, Puma Path, or Bobcat Trail or within forty feet (40') of Buck Run.

Section 10a: On Lot 331, no fencing is allowed within twenty-five feet (25') of Ponca Path. No fencing is allowed within forty feet (40') of any front boundary. On Lots 332, 359, 360, 373, and 374 no fencing is allowed within twenty-five feet (25') of Ponca Path. No fencing is allowed within forty feet (40') of any front boundary. On Lots 325 and 327 which border another tract in back no privacy fencing is allowed within fifty feet (50') of the rear boundary.

Section 10b: No fencing is allowed within forty feet (40') of any front boundary. On Lots 345 and 346 which border another tract in back no privacy fencing is allowed within fifty feet (50') of the rear boundary.

Section 10c: No fencing is allowed within forty feet (40') of any front boundary.

Section 11a: No fencing is allowed within forty feet (40') of any front boundary.

Section 12a: No fencing is allowed within thirty (30') of any front boundary.

Section 12b: No fencing is allowed within thirty (30') of any front boundary.

Section 13: No fencing is allowed within thirty (30') of any front boundary.

Section 14: No fencing is allowed within forty feet (40') of any front boundary.

Section 15a: No fencing is allowed within thirty (30') of any front boundary.

Section 15b: No fencing is allowed within (30') of the property line along Grey Wolf and Ponca Path.

Section 15c: No fencing is allowed within thirty (30') of any front boundary.

Section 16: No fencing is allowed within thirty (30') of any front boundary.

Section 17: No fencing is allowed within thirty (30') of any front boundary.

Section 25. Initial Construction. Prior to the commencement of any construction, all construction materials, structures, buildings, improvements, fences and driveways, and their placement on the lot shall be approved by the Board. Any damage caused to the adjoining road during construction shall be repaired by the Owner. Once construction commences on the residential building of any Lot, said residential building must be substantially completed within nine (9) months. Electrical installation in all buildings, commercial or residential, shall be constructed and thereafter maintained in accordance with the National Electric Safety Code. Concho Valley Electric Cooperative, Inc. shall be the sole electric provider for all buildings. All plumbing work, including the installation of septic tanks or other on-site sewage facilities shall be in accordance with the regulations and requirements of Federal, State and Tom Green County laws and regulations. Every building that has or is connected to plumbing facilities, shall be connected to a septic tank of adequate size that is properly installed, with adequate lateral lines, no line or other appurtenance of which shall be within twenty feet (20') of any boundary line of any Tract without Board's written approval. Any water wells must meet all Federal, State and Tom Green County regulations.

Section 26. Damage to Common Area. Any damage to the street or common areas caused by a Lot Owner, or at his or her direction, may be repaired by the Association, and the cost will be charged to the Owner's account. Additionally, Owners are not permitted to alter the roads or drainage easements, or add any material to the roads. Any repairs needed due to unauthorized changes will also be charged to the Owner's account.

Section 27. Livestock and Animal Units. An "animal unit" is defined as one of the following: One (1) horse; Four (4) goats; Four (4) sheep; Two (2) llamas; Twenty (20) chickens; One (1) cow less than one (1) year old. A cow over one (1) year old shall be two (2) animal units. A maximum of twenty (20) chickens are allowed regardless of the size of the property and animal units.

Animal Units Allowed by Property Size:

0.5 to 0.99 acres = 1 animal unit
1 to 3.99 acres = 2 animal units
4 to 9.99 acres = 3 animal units
10 acres or more = 4 animal units

The total number of animals on any property must not exceed the number of animal units by property size. An animal unit represents a specific quantity of livestock, such as one horse, four goats, four sheep, two llamas, twenty chickens, or one cow under a year old. For example, having three goats and ten chickens would surpass the limit of 1 animal unit for a property between 0.5 to .99 acres, as their combined value exceeds one animal unit. There shall be no swine, bison, ostriches, or similar animals kept on a Lot. Any animals not specifically listed in these guidelines require the Board's written approval, including, but not limited to, bees, emus, donkeys, ducks, turkeys, and exotic animals. All animals, including household pets, must be properly cared for and kept confined to the owner's property. Animals must not create a nuisance from noise, odor, or other disturbances. No more than three (3) dogs are allowed on any Lot, unless primarily kept inside the residential dwelling located on the Lot. All animals must have a well-constructed shelter, which must consist of at least three (3) walls. Lean-tos, tarps, and plywood shelters are not permitted. Effective on the date of filing of these Amended and Restated Declaration in the deed records of Tom Green County, Texas, Owners may request a variance from the Board for needs exceeding the animal unit limits specified in this section. Existing nonconforming animal unit allowances and animal classifications in effect on the date of the filing of this Amended and Restated Declaration shall be permitted to continue as grandfathered, provided that upon the death or removal of such animals from the nonconforming Lot, the rules and restrictions set forth in this Amended and Restated Declaration shall then apply.

- Section 28. Noxious or Offensive Activities. There shall be no noxious or offensive activity carried out upon any Lot, nor shall any activity be conducted that would reasonably constitute an annoyance or nuisance to the community. This includes, but is not limited to, improper disposal or accumulation of trash, foul odors, hazardous materials, or any unsightly conditions that negatively impact the appearance or enjoyment of neighboring properties.

ARTICLE VII. THE ASSOCIATION

- Section 1. General Purposes and Powers of the Association. The Association has been incorporated as a nonprofit corporation under the Texas Nonprofit

Corporation Act ("TNCA"). In addition to the powers conferred on the Association under the TNCA, the Association may take all actions authorized by the Governing Documents. Any and all actions taken by the Association pursuant to the Governing Documents are binding on all Owners. The Association shall be governed by the Act, TNCA and the Governing Documents.

- Section 2. Deemed Assent Ratification and Approval. All Owners and Occupants of the Property shall be deemed to have assented to, ratified and approved the general purposes of this Amended and Restated Declaration and the other Governing Documents and the power, authority, management rights of the Association, acting through the Board as permitted in and authorized by this Amended and Restated Declaration and other Governing Documents.
- Section 3. Manager. The Association may enter into contracts with a Manager for the day-to-day management and administration of either or both of the Property and the Association.
- Section 4. Election of the Board of the Association. The Board shall be elected by the Owners pursuant to the provisions of the Bylaws.
- Section 5. Rights of the Board. The Association acts solely through the Board or through the Architectural Control Committee as provided in the Governing Documents. Whenever in the Governing Documents there is a reference to action by the Association, such reference means the Association acting through and based on the decisions and direction by the Board.

ARTICLE VIII. INSURANCE

- Section 1. Requirements. Unless otherwise determined by the Board of Directors pursuant to the Bylaws, all insurance coverage required of the Association pursuant to Article VIII of this Amended and Restated Declaration or purchased at the election by the Association shall:
- (a) be in such form and issued by responsible insurance companies licensed to do business in the State and shall be rated by Best's Insurance Guide (or any successor publication of comparable standing) as "A- VI" or better;
 - (b) shall be carried in a blanket form naming the Association, the Board, and the respective officers, directors and employees of the Association as insureds;
 - (c) provide that insurance trust agreements shall be recognized.

Section 2. Insurance by Residence Owners. An Owner shall be responsible for obtaining and maintaining at such Owner's sole cost and expense insurance policies covering: (a) 100% of replacement cost of all improvements, additions and betterments made upon such Owner's Lot and (b) any other insurance required by any Mortgagee or other lender in relation to such Owner's Lot. Nothing in this Amended and Restated Declaration shall be deemed or construed as prohibiting an Owner, at its sole cost and expense, from obtaining and maintaining such further and supplementary insurance coverages as such Owner may deem necessary or appropriate. Nothing in this Section 2 shall be construed to require the Association to monitor the existence or adequacy of insurance coverages on any Lots.

Section 3. Other.

(a) Neither the Association, Board, any Owner nor each of their respective Affiliates shall be liable for failure to obtain any insurance coverage required by the Governing Documents or for any loss or damage resulting from such failure, if such failure is a result of such insurance coverage is not reasonably available.

(b) The insurance purchased by the Association shall not cover Claims of one Owner against any other Owner.

ARTICLE IX CASUALTY AND CONDEMNATION

Section 1. Casualty. If any Improvements located on any Lot are damaged or destroyed by fire or other casualty, the Owner of such Lot must, within a reasonable period of time, either (a) repair, restore and rebuild such Improvements (and any damage to Improvements not on the Lot caused by such fire or other casualty) in accordance with Plans approved by the Architectural Control Committee as provided in the Governing Documents; or (b) raze all of the damaged Improvements on its Lot, clear its Lot of all debris resulting from such razing, and seed or sod the Lot with grass. Notwithstanding the above, an Owner must repair, restore and rebuild any Improvements in the Common Areas that is damaged or destroyed as the result of such fire or other casualty).

Section 2. General Condemnation Provisions. If all or any part of the Common Area is subject to a Taking, the Association will be the exclusive representative of the Owners. The expense of participation in such proceedings by the Association shall be a Common Area Expense. The Association is specifically authorized to obtain and pay for assistance from attorneys, appraisers, architects, engineers, expert witnesses and other Persons as the Association in its discretion deems necessary or advisable to aid or

advise it in matters relating to condemnation proceedings. The cost of any restoration or repair of the Common Area following a partial Taking shall be a Common Area Expense.

- Section 3. Payment of Awards. Any awards resulting from condemnation of any Common Areas shall be deposited into the reserve fund account for the Association or may be used to repair and replace any damage or destruction of the Common Area caused by the condemnation.

ARTICLE X ARCHITECTURAL CONTROL COMMITTEE

- Section 1. Required Approval. The Plans for initial construction of any Improvements, which includes single-family residential buildings, must first be submitted to and approved in writing by the ACC prior to the commencement of any work on such Improvements. Changes to the exterior of any building (after initial installation or construction) on a Lot that meet any of the criteria set forth in this Section 1 must first be submitted in writing to and approved in writing by the by the ACC: (a) any addition to the exterior of an Improvement; (b) a change or alteration to the architectural style and character of an Improvement including the exterior appearance, finish material, color or texture; (c) any addition of an accessory or additional structure to the Lot; (d) any change that results in a substantial change to the roof plane or lines of an Improvement; (e) demolition or destruction by voluntary action of any Improvement; (f) installation or modification of any landscaping or fencing; or (g) any grading, excavation, filling or similar disturbance to the surface of any portion of the Property including change of grade, change of ground level, or change of drainage pattern. The Architectural Control Committee may require other information be submitted with applications as further described in the Architectural and Design Guidelines. This Section only applies to dwellings or other structures built after the date that this Amended and Restated Declaration is executed and recorded in the Official Public Records of Tom Green County, Texas.

- Section 2. Establishment of the Architectural Control Committee. The ACC shall be established by the Association, and shall initially consist of up to three members appointed by the Board of the Association. The Board shall have the right to appoint and remove members of the ACC. Members of the ACC shall serve for a term as may be designated by the Board or until resignation or removal by the Board. The Board may, at any time and from time to time change the authorized number of members of the ACC, but at no time shall the number of members of the ACC be less than three. A majority of the ACC shall constitute a quorum of the ACC, and a vote of the majority of the ACC members present at any meeting where a quorum is present shall be required for the ACC action. The Board may, from time to time, adopt, promulgate, amend or otherwise revise the Architectural and Design

Guidelines, or any other standards, rules, regulations and procedures governing development control of the Property for the purposes of (a) further enhancing, defining, or interpreting which items or Improvements are covered by Article XII of this Amended and Restated Declaration; and (b) providing for changes in technology, industry standards, style, materials, safety issues, consistency with updated building codes or Legal Requirements; provided that the ACC in its review or approval of any matter, shall be deemed to be giving any opinion, warranty or representation as to compliance with any of the matters set forth in this Amended and Restated Declaration.

- Section 3. Architectural and Design Guidelines. The Board may adopt Architectural and Design Guidelines from time to time. The Architectural and Design Guidelines shall not be inconsistent with the provisions of the Governing Documents, as both may be amended and if there are any inconsistencies, the provisions of the Amended and Restated Declaration shall control.
- Section 4. Reply and Communication. The ACC shall respond to applications made in accordance with this Article X within the time periods and in the manner as set forth in the Architectural and Design Guidelines. All communications and submittals shall be addressed to the ACC in writing at such address as the ACC may designate in the Architectural and Design Guidelines. Any approvals granted by the ACC, or its designees, shall be granted solely for the benefit of the applicant only with respect to its application and shall not be construed as an approval for any other Person, Owner or Occupant planning to perform the same or similar type construction, architectural change or other improvement for which an application would be necessary pursuant to this Amended and Restated Declaration and the Architectural and Design Guidelines.
- Section 6. Variances. The ACC may grant variances or adjustments from the Architectural and Design Guidelines or from any conditions and restrictions imposed by this Article X pursuant to variance criteria established by the ACC and as may be set forth in the Architectural and Design Guidelines.
- Section 7. Appeal Rights of Owners. If any request by an Owner under the provisions of this Article X is disapproved by the ACC, then the applicant shall have the right of appeal to the Board. In considering the appeal, the Board can overturn the ACC's decision if the Board determines, in its sole discretion that the ACC abused its discretion or acted in an arbitrary or capricious manner. Notwithstanding the foregoing, the Board, in its sole discretion, may overturn the ACC's decision of disapproval for any reason whatsoever.
- Section 8. No Deemed Waivers. No action by the ACC or by the Board shall constitute a waiver or estoppel with respect to any future action by the ACC or the Board, with respect to any Improvement to a Lot. Specifically, the approval

by the ACC of any Improvement to a Lot shall not be deemed a waiver of any right or an estoppel to withholding approval for any similar Improvement to another Lot or any similar proposals, plans, specifications or other materials submitted with respect to any other improvement to another Lot.

Section 9. Limitation on Liability. The ACC and the members thereof, as well as any designee of the ACC designated to act on its behalf, shall not be liable in damages to any Owner or Person submitting requests for approval or to any approval, or failure to approve or disapprove in regard to any matter within the jurisdiction of the ACC under the Governing Documents. The ACC shall not be responsible for structural, engineering or any other defects in Plans approved or for violations of any building or zoning code or other land use regulations or Legal Requirements, and any Claim against an Indemnified Party in connection therewith shall be subject to indemnification under and pursuant to the provisions of Article XXIII, Section 1 of this Amended and Restated Declaration.

Section 10. Records. The ACC shall or shall cause the Manager to maintain records, electronic or written, of all applications submitted to it and of all actions taken by it with respect thereto in accordance with the record retention, inspection, production and copying policy adopted by the Board. Such records shall be open and available for inspection by any Owner pursuant to such policy and in accordance with the Act.

Section 11. Enforcement of Article VI of this Amended and Restated Declaration.

(a) Nonconforming Improvements. Any Improvement to a Lot made in violation of Article VI of this Amended and Restated Declaration or of the Architectural and Design Guidelines shall be deemed to be nonconforming. Should the ACC determine that any Improvement has been made without approval or was not made in substantial compliance with the description and materials furnished, and any conditions imposed, or was not completed with due diligence, the ACC, acting on behalf of the Association, shall notify the Owner in writing of the noncompliance. The notice shall specify the particulars of the noncompliance and shall require the Owner to take such action as may be necessary to remedy the noncompliance. Upon receipt of any such notice, the Owner of the Lot upon which such Improvement has been made shall, at such Owner's own cost and expense, remove such structure or Improvement and restore the Lot to substantially the same condition as existed prior to the nonconforming Improvement. Should the Owner fail to take such action within the time specified in the notice of noncompliance, the Association shall have the right to record a copy of such notice of noncompliance in the Real Property Records. Further, the Association shall have the right to enter the Lot, correct or remove

the Improvement that constitutes the violation, and restore the Lot to substantially the same condition as the Lot previously existed. All costs, together with interest at the Past Due Rate, may be assessed against the benefited Lot and collected as an Assessment. The provisions of this Section 11 are in addition to all other legal and equitable remedies available to the Association.

- (b) Additional Remedies. In addition to the enforcement rights of the Association set forth in Section 1 of this Amended and Restated Declaration, the Association shall have the right, but not the obligation, to institute, maintain and prosecute proceedings at law or in equity against any Person violating or attempting to violate any of the terms and provisions of Article VI of this Amended and Restated Declaration. In any action instituted or maintained under Article VI of this Amended and Restated Declaration, the Association, shall be entitled to recover its costs and reasonable attorneys' fees incurred pursuant thereto, as well as any and all other sums awarded by a court. Failure of the Association or the ACC to enforce any covenant, condition or restriction contained in the Governing Documents shall not be deemed a waiver of the Association or the ACC's right to do so thereafter.

Section 12. Obtaining Governmental Approvals. Prior to commencement of construction of any Improvements, an Owner shall obtain all required Governmental Approvals in order for the Owner to construct, operate and maintain the Improvements.

ARTICLE XI. REMEDIES CUMULATIVE

Section 1. Each remedy provided under the Governing Documents is cumulative and nonexclusive.

ARTICLE XII. OWNERS' OBLIGATION TO REPAIR

Section 1. Each owner will, at such owner's sole cost and expense, repair such owner's residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

ARTICLE XIII. OWNERS' OBLIGATION TO REBUILD

Section 1. If all or any portion of a residence is damaged or destroyed by fire or other casualty, it will be the duty of the owner, with all due diligence, to rebuild,

repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction will be undertaken within six (6) months after the damage occurs, and will be completed within twelve (12) months after the damage occurs, unless prevented by causes beyond the control of the owner. Notwithstanding the foregoing, express written consent by the ACC may be given after application or request by the Owner to extend construction time or to change the appearance of the rebuild.

ARTICLE XIV. ENFORCEMENT

- Section 1. The association and any owner will have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by the Association or by any Owner to enforce any covenant or restriction so imposed will in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XV. SEVERABILITY

- Section 1. Invalidation of any one of these covenants or restrictions by judgment or court order will in no way affect any other provisions, which will remain in full force and effect.

ARTICLE XVI. AMENDMENTS

- Section 1. Amendment of Declaration by Owners. Any provision, covenant, condition, restriction or equitable servitude contained in this Amended and Restated Declaration may be amended, repealed, added to, or changed from time to time by an amendment upon the vote of 51% of the votes entitled to be cast at a duly called meeting of the Members at which a quorum is present. Any such amendment shall be effective upon the recording thereof in the Real Property Records, which shall contain a certification that the amendment has been approved as set forth in this Section.

ARTICLE XVII. DEDICATION

- Section 1. No Public Dedication. Nothing in this Amended and Restated Declaration shall be deemed to be a gift or dedication of any portion of the Property, or of any Lot to the general public or for any public use or purpose whatsoever, it being the intent that this Amended and Restated Declaration be strictly limited to and for the purposes expressed in this Amended and Restated

Declaration for the development, maintenance and operation of a private real estate development on private property solely for the benefit of the Owners, except that certain easements, rights-of-way, streets, water facilities and similar utilities and improvements of the Property may be dedicated by plat or by separate documents.

ARTICLE XVIII. INTERPRETATION

- Section 1. The Board shall have the right, power and authority to determine all questions arising under or in connection with the Governing Documents and to reasonably construe and interpret its provisions in accordance with the laws of the State and the laws of the United States applicable to transactions in the State. Any such determination, construction or interpretation made by the Board shall be binding on the Owners. In all cases, the provisions set forth or provided for in the Governing Documents shall be construed together and given that interpretation or construction which, in the reasonable opinion of the Board, shall best effect its general plan of development as reflected herein in accordance with the laws of the State and the laws of the United States applicable to the Board. The provisions of the Governing Documents shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. Uses of the word “including” shall be deemed to be followed by the words “without limitation.”

ARTICLE XIX. NO REPRESENTATIONS OR WARRANTIES

- Section 1. No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by the Board or its Affiliates, in connection with any portion of the Property, its physical condition, the Legal Requirements, fitness for intended use, or in connection with the development, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof.

ARTICLE XX. INDEMNIFICATION

- Section 1. GENERAL. EACH OWNER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS, THE ASSOCIATION, THE ACC, THE BOARD AND EACH OF THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (EACH AN “INDEMNIFIED PARTY”), FROM ANY AND ALL CLAIMS OF ANY NATURE THAT ARISE AS THE RESULT OF OR ARE CAUSED BY (i) SUCH OWNER’S (OR THE OCCUPANT OF SUCH OWNER’S LOT OR IMPROVEMENTS THEREON) NON-COMPLIANCE WITH ANY OF THE PROVISIONS OF THE GOVERNING

DOCUMENTS, OR (ii) ANY ACT OR OMISSION OF SUCH OWNER (OR THE OCCUPANT OF SUCH OWNER'S LOT OR IMPROVEMENTS THEREON).

Section 2. PLAN REVIEW. NO OWNER SUBMITTING PLANS TO AN INDEMNIFIED PARTY PURSUANT TO THE GOVERNING DOCUMENTS, BY DISSEMINATION OF THE SAME, AND NO OWNER, BY ACQUIRING TITLE TO A LOT, SHALL MAKE ANY CLAIMS AGAINST ANY INDEMNIFIED PARTY RELATING TO OR ARISING OUT OF ANY INDEMNIFIED PARTY'S REVIEW OF SUCH SUBMITTED PLANS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NO INDEMNIFIED PARTY REVIEWING SUCH PLANS SHALL BE RESPONSIBLE FOR OR SHALL HAVE OBLIGATIONS TO COMMENT ON OR ASSURE COMPLIANCE OF SUCH PLANS FOR STRUCTURAL INTEGRITY AND SAFETY, SOUNDNESS, WORKMANSHIP, MATERIALS, USEFULNESS, CONFORMITY WITH BUILDING OR OTHER CODES OR INDUSTRY STANDARDS OR COMPLIANCE WITH ANY LEGAL REQUIREMENTS. FURTHER, EACH OWNER AGREES TO INDEMNIFY, DEFEND, AND HOLD EACH INDEMNIFIED PARTY HARMLESS FROM ANY PLANS OF AN OWNER SUBMITTED UNDER THE GOVERNING DOCUMENTS OR THE CONSTRUCTION OF IMPROVEMENTS OF SUCH OWNER'S LOT.

ARTICLE XXI. LIMITATION OF LIABILITY

Section 1. Limitation of Liability. Neither the Association, the ACC, the Board nor any of their respective officers, directors, employees or agents shall be, individually or in combination, liable for Claims of: (a) any Owner or any other Person submitting Plans, proposed uses or variance for approval, by reason of mistake in judgment, negligence, gross negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any Plans, proposed use or variance submitted for approval; (b) an Owner, in connection with any design, engineering or construction defect associated with any Improvement or building constructed on the Property; (c) an Owner, in connection with the breach or violation of any provision of the Governing Documents by an Owner including the restrictive covenants in the Governing Documents covering the use of such Owner's Lot; (d) an Owner, in connection with: (i) injury or damage to any Person or property caused by the elements or by such Owner or any other Person, or resulting from any utility, rain, snow or ice which may leak or flow from or over any portion of the Common Areas or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder; (ii) loss by damage, theft or otherwise of any property that may be stored in or upon any of the Common Areas; or (iii) damage or injury caused in whole or in part by the

failure of the Association or any officer, director, employee or agent of the Association to discharge its or their responsibilities under this Amended and Restated Declaration (collectively, "Common Area Damage"); or (e) any Claim for breach of representation or warranty, express or implied, by an Owner or any other Person in connection with any portion of the Property, its physical condition, the Legal Requirements, fitness for intended use, or in connection with the development, sale, operation, maintenance, taxes or regulation thereof ("Breach of Representation or Warranty"), unless and except specifically set forth in writing and executed by the Person against whom the Claim is asserted. The Association, the ACC or the Board shall be liable to any Owner or any of its Designees, for any Claims, except as otherwise expressly set forth in the Governing Documents and such Designee shall be indemnified in accordance with the provisions of the Governing Documents.

THE OWNERS, BY ACCEPTANCE OF A DEED TO THEIR RESPECTIVE LOTS, RELEASE AND FOREVER DISCHARGES THE ASSOCIATION, THE BOARD AND THE ACC, AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM ALL CLAIMS IN CONNECTION WITH (a) ANY DESIGN, ENGINEERING OR CONSTRUCTION DEFECT ASSOCIATED WITH ANY IMPROVEMENT CONSTRUCTED ON THE PROPERTY; (b) THE BREACH OF ANY PROVISION OF THE GOVERNING DOCUMENTS BY AN OWNER, INCLUDING THE RESTRICTIVE COVENANTS IN THIS DECLARATION COVERING THE USE OF SUCH OWNER'S LOT; (c) ANY BREACH OF REPRESENTATION OR WARRANTY; OR (d) COMMON AREA DAMAGE.

The Association shall not be held liable or responsible for the actions, omissions, obligations, or deficiencies of the Declarant, Developer, or any builder. This includes, but is not limited to, issues related to the construction, design, installation, or maintenance of any drainage element or feature, including all drainage facilities, systems, or infrastructure.

Section 2. Liability of Owners for Damage. Each Owner shall be liable to the Association, for any damage to the Common Areas or for any expense or liability incurred by the Association that may be sustained by reason of any act or omission of such Owner or its Occupants or its Designees, and for any violation by such Owner or its Occupants or its Designees, of the Governing Documents. The Association shall have the power to levy and collect an Individual Assessment against an Owner to cover the costs and expenses incurred by the Association on account of any such damage or any such violation of the Governing Documents, including interest and reasonable attorneys' fees, or for any increase in insurance premiums directly attributable to any such damage or violation.

- Section 3. Reimbursement of Expenses. Except as otherwise expressly stated in this Amended and Restated Declaration or the other Governing Documents, whenever a sum is due and payable by an Owner to the Association or ACC such sum shall be paid within 30 days of an Owner's receipt of notice of such payment. If an Owner fails to make such payment within such 30 day time period, such outstanding amount shall accrue interest at the Past Due Rate. Additionally, such outstanding payment is subject to the rights of the Association contained in this Amended and Restated Declaration.

ARTICLE XXII.
SUBORDINATION

- Section 1. No breach of any of the conditions contained in this Amended and Restated Declaration or reentry by reason of such breach will defeat or render invalid the lien of any deed of trust made in good faith and for value as to the subdivision or any lot in it; provided, however, that such conditions will be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

ARTICLE XXIII.
DURATION

- Section 1. The covenants and restrictions of this declaration will run with and bind the land, and will inure to the benefit of and be enforceable by the association or any member of it for a period of thirty (30) years from the date of this declaration, and thereafter will continue automatically in effect for additional periods of thirty (30) years, unless otherwise agreed to in writing by the then owners of at least 75% of the subdivision lots.

ARTICLE XXIV.
ARBITRATION

- Section 1. Any differences, claims, or matters in dispute arising between the parties out of this agreement or connected with this agreement shall be submitted by them to arbitration by the American Arbitration Association or its successor, and the determination of the American Arbitration Association or its successor shall be final and absolute. The arbitrator shall be governed by the rules and regulations of the American Arbitration Association or its successor, and the pertinent provisions of the laws of the State of Texas relating to arbitration. The decision of the arbitrator may be entered as a judgment in any court of the State of Texas or elsewhere.

ARTICLE XXV.
TEXAS LAW AND VENUE

- Section 1.

The terms, conditions, and provisions of this agreement shall be governed, controlled and construed by the laws of the state of Texas. The undersigned parties expressly agree that venue for all purposes shall be Tom Green County, Texas.

ARTICLE XXVI SUPPLEMENTAL PROVISIONS

Section 1. Notwithstanding anything in this Amended and Restated Declaration to the contrary, the following tract of land, so long as it is owned by the Grape Creek Volunteer Fire Department or is operated as Fire Department for the benefit of the public, is excluded from this Amended and Restated Declaration:

Being an area of 0.454 acre of land out of Lot 261, Buffalo Heights Section Seven, according to the plat recorded in Cabinet G, Slide 223, Plat Records of Tom Green County, Texas and said 0.454 acres of land being more particularly described by metes and bounds as follows:

Beginning at the west corner of said Lot 261 and the most northerly corner of Lot 168, Buffalo Heights Section Six, according to the plat recorded in Cabinet G, Slide 266, Plat Records of Tom Green County, Texas and on the south right of way line of Pronghorn Path, and the centerline of a certain 60' wide road easement recorded in Volume 1158, Page 910, Official Public Records of Tom Green County, Texas, and said beginning point having coordinates of N:667711.02, E:1929895.30 based on Texas State Plane Coordinate System, NAD27 Zone;

Thence with the northwest boundary line of this tract and south right of way line of said Pronghorn Path N. 56°43'43" E. at 49.39 feet passing a ½" iron rod found, in all a total distance of 226.03 feet to 5/8" iron rod found for the west corner of a certain 1.127 acre tract out of said Lot 261, described and recorded in Instrument Number 201508684, Official Public Records of Tom Green County, Texas and the north corner of this tract;

Thence with the northeast boundary line of this tract and southwest line of said 1.127 acre tract out of said Lot 261, S. 33°16'17" E, at a distance of 140.06 feet passing a 5/8" iron rod found, in all a total distance of 186.85 feet to the east corner of this tract and a southwest corner of said 1.127 acre tract;

Thence with the southwest boundary line of this tract and said Lot 261 and the northeast line of Lot 171 and Lot 168 of said Buffalo Heights Section Six and centerline of said 60-foot-wide road easement as follows:

N. 73°08'42" W. a distance of 50.50 feet to an angle corner;

N. 85°51'52" W. a distance of 243.79 feet to the place of beginning and containing an area of 0.454 acres of land.

ARTICLE XXVII.
NOTICES

Section 1. All notices or other communications required or permitted to be given pursuant to this Amended and Restated Declaration shall be in writing and shall be considered as properly given if: (a) mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (b) by delivering same in person to the intended addressee, (c) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee or (d) by prepaid telefacsimile to the addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addressee. For purposes of notice, the addresses of the Association shall be as set forth below and the address of each Owner shall be the address of the Lot unless an alternate address is provided by an Owner to the Association. Any party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of 30 days' notice to the Association in the manner set forth herein:

Association: Buffalo Heights Homeowners Association, Inc.
P.O. Box 61542
San Angelo, Texas, 76906

IN WITNESS WHEREOF, the Association has caused this Amended and Restated Declaration to be executed this _____ day of _____, 2025.

By: Buffalo Heights Homeowners
Association, a Texas Nonprofit
Corporation

By: Sandy Seidel
President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TOM GREEN §

SUBSCRIBED AND SWORN TO before me on _____ by
Sandy Seidel, as President of Buffalo Heights Homeowners Association, a Texas
Nonprofit Corporation.

Notary Public, State of Texas
My commission expires: _____

EXHIBIT A

Buffalo Heights, Section One, a subdivision in Tom Green County, Texas, pursuant to a plat recorded on April 24, 2008, in Instrument Number 650583 at Plat Cabinet G, Slide 158, Plat Records, Tom Green County, Texas.

Buffalo Heights, Section Two-A, a subdivision in Tom Green County, Texas, pursuant to a plat recorded on September 8, 2008, in Instrument Number 657978 at Plat Cabinet G, Slide 170, Plat Records, Tom Green County, Texas.

Buffalo Heights, Section Two-B, a subdivision in Tom Green County, Texas, pursuant to a plat recorded on May 14, 2010, in Instrument Number 686232 at Plat Cabinet E, Slide 205, Plat Records, Tom Green County, Texas.

Buffalo Heights, Section Three, a subdivision in Tom Green County, Texas, pursuant to a plat recorded on February 19, 2013, in Instrument Number 731647 at Plat Cabinet C Slide 314, Plat Records, Tom Green County, Texas.

Buffalo Heights, Section Four, a subdivision in Tom Green County, Texas, pursuant to a plat recorded on April 1, 2013, in Instrument Number 733968 at Plat Cabinet G, Slide 219, Plat Records, Tom Green County, Texas.

Buffalo Heights, Section Five, a subdivision in Tom Green County, Texas, pursuant to a plat recorded on April 1, 2013, in Instrument Number 733982 at Plat Cabinet G, Slide 220, Plat Records, Tom Green County, Texas.

Buffalo Heights, Section Six, a subdivision in Tom Green County, Texas, pursuant to a plat recorded on August 22, 2014, in Instrument Number 201411254 at Plat Cabinet G, Slide 266, Plat Records, Tom Green County, Texas.

Buffalo Heights, Section Seven, a subdivision in Tom Green County, Texas, pursuant to a plat recorded on August 12, 2013, in Instrument Number 741934 at Plat Cabinet G, Slide 223, Plat Records, Tom Green County, Texas.

Buffalo Heights, Section Eight, a subdivision in Tom Green County, Texas, pursuant to a plat recorded on January 8, 2014, in Instrument Number 201400260 at Plat Cabinet G, Slide 238, Plat Records, Tom Green County, Texas

Buffalo Heights, Section Nine, a subdivision in Tom Green County, Texas, pursuant to a plat recorded on February 5, 2016, in Instrument Number 201601398 at Plat Cabinet G, Slide 308, Plat Records, Tom Green County, Texas

Buffalo Heights, Section Ten-A, a subdivision in Tom Green County, Texas, pursuant to a plat recorded on March 22, 2016, in Instrument Number 201603963 at Plat Cabinet G, Slide 315, Plat Records, Tom Green County, Texas

Buffalo Heights, Section Ten-B, a subdivision in Tom Green County, Texas, pursuant to a plat recorded on April 10, 2017, in Instrument Number 201704517 at Plat Cabinet G, Slide 347, Plat Records, Tom Green County, Texas

Buffalo Heights, Section Ten-C, a subdivision in Tom Green County, Texas, pursuant to a plat recorded on May 15, 2018, in Instrument Number 201806229 at Plat Cabinet D, Slide 296, Plat Records, Tom Green County, Texas

Buffalo Heights, Section Eleven-A, a subdivision in Tom Green County, Texas, pursuant to a plat recorded on March 28, 2019, in Instrument Number 201903699 at Plat Cabinet G, Slide 387, Plat Records, Tom Green County, Texas

Buffalo Heights, Section Twelve-A, a subdivision in Tom Green County, Texas, pursuant to a plat recorded on January 2, 2019, in Instrument Number 201900020 at Plat Cabinet A, Slide 6, Plat Records, Tom Green County, Texas

Buffalo Heights, Section Twelve-B, a subdivision in Tom Green County, Texas, pursuant to a plat recorded on June 8, 2021, in Instrument Number 202109904 at Plat Cabinet H, Slide 28, Plat Records, Tom Green County, Texas

Buffalo Heights, Section Thirteen, a subdivision in Tom Green County, Texas, pursuant to a plat recorded on May 5, 2020, in Instrument Number 202006408 at Plat Cabinet H, Slide 3, Plat Records, Tom Green County, Texas

Buffalo Heights, Section Fourteen, a subdivision in Tom Green County, Texas, pursuant to a plat recorded on May 14, 2020, in Instrument Number 202006941 at Plat Cabinet H, Slide 4, Plat Records, Tom Green County, Texas

Buffalo Heights, Section Fifteen-A, a subdivision in Tom Green County, Texas, pursuant to a plat recorded on May 21, 2020, in Instrument Number 202007293 at Plat Cabinet H, Slide 5, Plat Records, Tom Green County, Texas

Buffalo Heights, Section Fifteen-B, a subdivision in Tom Green County, Texas, pursuant to a plat recorded on January 8, 2021, in Instrument Number 202100398 at Plat Cabinet H, Slide 15, Plat Records, Tom Green County, Texas

Buffalo Heights, Section Fifteen-C, a subdivision in Tom Green County, Texas, pursuant to a plat recorded on February 17, 2022, in Instrument Number 202202521 at Plat Cabinet H, Slide 49, Plat Records, Tom Green County, Texas

Buffalo Heights, Section Sixteen, a subdivision in Tom Green County, Texas, pursuant to a plat recorded on February 17, 2022, in Instrument Number 202202523 at Plat Cabinet H, Slide 49, Plat Records, Tom Green County, Texas

Buffalo Heights, Section Seventeen, a subdivision in Tom Green County, Texas, pursuant to a plat recorded on May 26, 2021, in Instrument Number 202109157 at Plat Cabinet H, Slide 27, Plat Records, Tom Green County, Texas