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HERITAGE MILL
INDEX

GOVERNANCE

1. Master Covenant recorded June 15, 2026 as Document No. 2026049431, Official Public Records of Williamson County, Texas

2. Community Manual recorded June 15, 2026 as Document No. 2026049526, Official Public Records of Williamson County

3. Adoption of Working Capital Assessment recorded June 15, 2026 as Document No. 2026049712, Official Public Records of Williamson County, Texas

4. Adoption of Heritage Mill Reviewer Fee recorded June 15, 2026 as Document No. 2026049713, Official Public Records of Williamson County, Texas

5. Development Area Declaration [Residential] Development Area 1 recorded June 15, 2026 as Document No. 2026049714, Official Public Records of Williamson County, Texas

6. Notice of Applicability [Section One] recorded June 18, 2026 as Document No. 2026051013, Official Public Records of Williamson County, Texas

7. Adoption of Internal Street Maintenance Assessment recorded July 22, 2026 as Document No. 2026061625, Official Public Records of Williamson County, Texas

ASSOCIATION

1. Certificate of Formation

2. Consent to Serve as Registered Agent

3. Organizational Consent

4. IRS FEIN Confirmation Letter

5. Management Certificate recorded July 31, 2026, as Document No. 2026064523, Official Public Records of Williamson County, Texas

PLATS

1. Final Plat of Heritage Mill North, Section 1, recorded September 24, 2025, as Document No. 2025075547, Official Public Records of Williamson County, Texas

MISCELLANEOUS

1.

ELECTRONICALLY RECORDED 2026049431
Williamson County, Texas Total Pages: 76

AFTER RECORDING RETURN TO:
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100 CONGRESS AVE., SUITE 1300
AUSTIN, TEXAS 78701

HERITAGE MILL

MASTER COVENANT

Williamson County, Texas

Declarant: **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation doing business in Texas as **BROHN HOMES**

NOTE: NO PORTION OF THE PROPERTY DESCRIBED ON EXHIBIT "A" IS SUBJECT TO THE TERMS OF THIS COVENANT UNLESS A NOTICE OF APPLICABILITY DESCRIBING SUCH PORTION OF THE PROPERTY IS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, IN ACCORDANCE WITH *SECTION 9.05* BELOW.

HERITAGE MILL
MASTER COVENANT

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HERITAGE MILL
MASTER COVENANT

This Heritage Mill Master Covenant (this "**Covenant**") is made by **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation doing business in Texas as **BROHN HOMES** ("**Declarant**"), and **DOMAIN TIMBERLAKE MULTISTATE, LLC**, a Delaware limited liability company ("**Landowner**"), and is as follows:

R E C I T A L S:

A. This Covenant is filed with respect to that certain 233.658 acres of land, more or less, located in Williamson County, Texas, and more particularly described on **Exhibit "A"** attached hereto and incorporated herein, which land will be platted as the Heritage Mill Subdivision, a subdivision in Williamson County, Texas (the "**Property**"). Landowner is the present owner of the Property.

B. Declarant has the right to acquire the Property from Landowner pursuant to that certain Option Agreement dated April 26, 2024 (as it may be amended from time to time, the "**Option Agreement**"), entered into between Landowner, as "Owner", and Declarant, as "Builder", as evidenced by that certain Memorandum of Option Agreement recorded under Document No. 2024034491 in the Official Public Records of Williamson County, Texas.

C. Declarant and Landowner desire to create a uniform plan for the development, improvement, and sale of the Property, which development and improvement of the Property may be accomplished by successors and assigns of Declarant or Landowner as future owners or developers of the Property, and neither Declarant nor Landowner is in any manner agreeing to or obligating itself to undertake development activities with respect to the Property.

D. Portions of the Property may be made subject to this Covenant upon the Recording of one or more Notices of Applicability pursuant to *Section 9.05* below, and once such Notices of Applicability have been Recorded, the portions of the Property described therein will constitute the Development (as defined below) and will be governed by and fully subject to this Covenant, and the Development in turn will be comprised of separate Development Areas (as defined below) which will be governed by and subject to separate Development Area Declarations (as defined below) in addition to this Covenant.

No portion of the Property is subject to the terms and provisions of this Covenant until a Notice of Applicability is Recorded. A Notice of Applicability may only be Recorded by Declarant.

Property versus Development versus Development Area	
"Property"	**Described on Exhibit "A". This is the land that may be made subject to this Covenant, from time to time, by the Recording of one or more Notices of**

	Applicability. Declarant has no obligation to add all or any portion of the Property to this Covenant.
"Development"	**This is the portion of the land described on Exhibit "A" that has been made subject to this Covenant through the Recording of a Notice of Applicability.**
"Development Area"	**This is a portion of the Development. Each Development Area may be made subject to a Development Area Declaration.**

D. This Covenant serves notice that upon the further Recording of one or more Notices of Applicability, portions of the Property identified in such notice or notices will be subject to the terms and provisions of this Covenant.

NOW, THEREFORE, it is hereby declared that: (i) those portions of the Property as and when made subject to this Covenant by the Recording of a Notice of Applicability will be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with such portions of the Property and will be binding upon all parties having right, title, or interest in or to such portions of the Property or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each Owner thereof; and (ii) each contract or deed conveying those portions of the Property which are made subject to this Covenant will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed.

This Covenant uses notes (text set apart in boxes) to illustrate concepts and assist the reader. If there is a conflict between any note and the text of the Covenant, the text will control.

ARTICLE 1
DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Covenant will have the meanings hereinafter specified:

"**ACC**" means the architectural control committee, as defined in *Section 6.02*. As more particularly described in *Article 6*, during the Development Period, Declarant acts as the Heritage Mill Reviewer and exercises all rights to approve Improvements within the Development. The ACC will not be formed and has no rights to review and approve Improvements until such rights have been assigned to the Association by a Recorded instrument executed by Declarant, or the Development Period has expired or is terminated by a written Recorded instrument executed by Declarant.

"**Applicable Law**" means all statutes, public laws, ordinances, policies, rules, regulations and orders of all federal, state, county and municipal governments or their agencies having jurisdiction and control over the Development, which are in effect at the time a provision of the

Documents is applied, and that certain Consent Agreement, entered into by and among the City (defined below) and Harris & Straub, LLC, a Texas limited liability company, dated February 25, 2021, as partially assigned to each of S&H Hutto Investments, LLC, a Texas limited liability company, and Developer, and as approved and entered into by Williamson County MUD No. 35 (defined below), as amended from time to time (as assigned and as it may be amended from time to time, the "**Consent Agreement**"). Statutes, ordinances, and regulations, specifically referenced in the Documents are "Applicable Law" on the effective date of the Document, and are not intended to apply to the Development if they cease to be applicable by operation of law, or if they are replaced or superseded by one or more other statutes or ordinances.

"**Assessment**" or "**Assessments**" means all assessments imposed by the Association under *Article 5* of this Covenant.

"**Assessment Unit**" has the meaning set forth in *Section 5.10(b)*.

"**Association**" means **HERITAGE MILL RESIDENTIAL COMMUNITY, INC.**, a Texas non-profit corporation, which will be created by Declarant to exercise the authority and assume the powers specified in *Article 3* and elsewhere in this Covenant. The failure of the Association to maintain its corporate charter from time to time does not affect the existence or legitimacy of the Association, which derives its authority from this Covenant, the Certificate, the Bylaws, and Applicable Law.

"**Board**" means the Board of Directors of the Association.

"**Bulk Rate Contract" or "Bulk Rate Contracts**" means one or more contracts which are entered into by the Association for the provision of utility services or other services of any kind or nature to the Lots and/or Condominium Units. The services provided under Bulk Rate Contracts may include, without limitation, security services, trash pick-up services, propane service, natural gas service, landscape maintenance services, cable television services, telecommunications services, internet access services, "broadband services", wastewater services, and any other services of any kind or nature which are considered by the Board to be beneficial. During the Development Period, Declarant must approve each Bulk Rate Contract.

"**Bylaws**" means the bylaws of the Association, which may be initially adopted and Recorded by Declarant or the Board of the Association and Recorded as part of the initial project documentation for the benefit of the Association. The Bylaws may be amended from time to time by Declarant until expiration or termination of the Development Period. During the Development Period, Declarant must approve any amendment to the Bylaws. After the Development Period, the Board may amend the Bylaws.

"**Certificate**" means the Certificate of Formation of the Association, filed in the Office of the Secretary of State of Texas, as the same may be amended from time to time.

"**City**" means the City of Hutto, Texas.

"**Commercial Lot**" means a Lot within the Development, other than Common Area or Special Common Area that is intended and designated for business or commercial use. Business or commercial use shall include, but not be limited to, all office, retail, wholesale, manufacturing, and service activities, and shall also be deemed to include multi-family, duplex and apartment housing of various densities. A Commercial Lot, for the purpose of this Covenant, may also include a Lot: (i) which will be further subdivided into Residential Lots and Common Areas; or (ii) on which a residential condominium will be impressed.

"**Common Area**" means any property and facilities that the Association owns or in which it otherwise holds rights or obligations, including any property or facilities: (i) held by Declarant for the benefit of the Association or its Members; (ii) constituting an Internal Street; or (iii) designated by Declarant as Common Area in accordance with *Section 3.06*. Upon the Recording of such designation, the portion of the Property identified therein will be considered Common Area for the purpose of this Covenant. Common Area also includes any property that the Association holds under a lease, license, or any easement in favor of the Association. Some Common Area will be solely for the common use and enjoyment of the Owners, while other portions of the Common Area may be designated by Declarant or the Board for the use and enjoyment of the Owners and members of the public.

"**Community Manual**" means the community manual, which Declarant may initially adopt and Record as part of the initial project documentation for the Development. The Community Manual may include the Bylaws, Rules and other policies governing the Association. The Community Manual may be amended or supplemented, from time to time, by Declarant during the Development Period. Upon expiration or termination of the Development Period, the Community Manual may be amended by the Board.

"**Condominium Unit**" means an individual unit, including any common element assigned thereto, within a condominium regime, if any, established within the Development. A Condominium Unit may be designated by Declarant in a Recorded instrument for residential, commercial or live/work purposes.

"**Covenant**" means this Heritage Mill Master Covenant, as defined in the preamble.

"**Declarant**" means **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation doing business in Texas as **BROHN HOMES** ("**Brohn**"), its successors and assigns. Notwithstanding any provision in this Covenant to the contrary, Declarant may, by Recorded instrument, assign, in whole or in part, exclusively or non-exclusively, any of its privileges, exemptions, rights, reservations and duties under this Covenant to any person. Declarant may also, by Recorded instrument, permit any other person to participate in whole, in part, exclusively or non-exclusively, in any of Declarant's privileges, exemptions, rights and duties under this Covenant. So long as the Option Agreement remains in effect, any assignment of Brohn's rights as the "Declarant" under this Covenant shall require the prior written consent of Landowner. Notwithstanding the foregoing, in the event the Option Agreement is terminated prior to the purchase by Brohn from Landowner of all of the Lots, Landowner shall automatically become the

"Declarant" under this Covenant, in which event all references to "Declarant" shall thereafter mean and refer only to Landowner, or its successors or assigns, and after which event Brohn (or its successors or assigns) shall no longer be the "Declarant" under this Covenant; provided, however, that Landowner shall not be liable to any Member or other person for any act or omission of Brohn, including without limitation, Brohn's failure to pay any amounts owing or to be paid or reserved for hereunder or as may otherwise be required by statute or at law or to perform any act or obligation required to be performed by the "Declarant" hereunder or as may otherwise be required by statute or at law, arising prior to the date Landowner succeeds to Brohn's rights as the "Declarant" hereunder, and Landowner shall assume the obligations under this Covenant only for matters and obligations arising or to be performed from and after the date Landowner succeeds to Brohn's rights as the "Declarant" hereunder, and Landowner is hereby released and discharged from any and all obligations under this Covenant accruing prior to the date Landowner succeeds to Brohn's rights as the "Declarant" hereunder.

Declarant enjoys certain rights and privileges to facilitate the development, construction, and marketing of the Property and the Development, and to direct the size, shape and composition of the Property and the Development. These rights are described in this Covenant. Declarant may also assign, in whole or in part, all or any of Declarant's rights established under the terms and provisions of this Covenant to one or more third-parties.

"**Design Guidelines**" means the standards for design and construction of Improvements, landscaping and exterior items proposed to be placed on any Lot or Condominium Unit, which may be adopted pursuant to *Section 6.04(b)*, as the same may be amended from time to time. The Design Guidelines may consist of multiple written design guidelines applying to specific portions of the Development. The Design Guidelines may be Recorded as a separate written instrument or may be incorporated into a Development Area Declaration by exhibit or otherwise. Notwithstanding anything in this Covenant to the contrary, Declarant will have no obligation to establish Design Guidelines for the Property, the Development, or any portion thereof.

"**Development**" refers to all or any portion of the Property made subject to this Covenant by the Recording of a Notice of Applicability.

"**Development Area**" means any part of the Development (less than the whole), which Development Area may be subject to a Development Area Declaration in addition to being subject to this Covenant.

"**Development Area Declaration**" means, with respect to any Development Area, the separate instruments containing covenants, restrictions, conditions, limitations and/or easements, to which the property within such Development Area is subjected.

"**Development Period**" means the period of time beginning on the date when this Covenant has been Recorded, and ending (a) seventy-five (75) years thereafter, unless (b) earlier terminated by a Recorded instrument executed by Declarant. The Development Period is the period of time in which Declarant reserves the right to facilitate the development, construction, and marketing of the Property and the Development, and the right to direct the size, shape and

composition of the Property and the Development. The Development Period is for a term of years and does not require that Declarant own any portion of the Property or the Development. Notwithstanding the foregoing, as long as Brohn is the "Declarant" hereunder and the Option Agreement is in effect and as long as Landowner owns any portion of the Property, Brohn may not, without the prior written consent of Landowner, terminate the Development Period by Recorded instrument as set forth in item (b) above; any such election without the prior written consent of Landowner shall be deemed void and of no force and effect. For the avoidance of doubt, upon the date that Landowner succeeds to Brohn's rights as the "Declarant" hereunder pursuant to the definition of "Declarant" set forth above, Landowner shall be the "Declarant" for the purposes of the conditions and elections under either item (a) or item (b) above.

"**Documents**" means, singularly or collectively, as the case may be, this Covenant, the Certificate, the Bylaws, the Community Manual, the Design Guidelines (if adopted), any applicable Development Area Declaration, any applicable Notice of Applicability as each may be amended from time to time, and any Rules, or policies or procedures the Association promulgates pursuant to this Covenant, and any Development Area Declaration, as adopted and amended from time to time. An appendix, exhibit, schedule, or certification accompanying a Document is part of such Document. See *Table 1* for a summary of the Documents.

"**Governmental Entity**" means (a) a public improvement district created pursuant to Chapter 372, Subchapter B of the Texas Local Government Code; (b) a municipal utility district created pursuant to Article XVI, Section 59 of the Constitution of Texas and/or Chapters 49 and 54, Texas Water Code, including but not limited to Williamson County Municipal Utility District No. 35; (c) any other similarly constituted quasi-governmental entity created for the purpose of providing benefits or services to the Development; or (d) any other regulatory authority with jurisdiction over the Development.

"**Heritage Mill Reviewer**" means the party holding the rights to approve Improvements within the Development and will be Declarant or its designee until expiration or termination of the Development Period. Upon expiration or termination of the Development Period, the rights of the Heritage Mill Reviewer will automatically be transferred to the ACC appointed by the Board, as set forth in *Section 6.02*.

"**Homebuilder**" refers to any Owner (other than Declarant) who is in the business of constructing single-family residences (whether attached or detached) for resale to third parties and acquires all or a portion of the Development to construct single-family residences for resale to third parties.

"**Improvement**" means any and all physical enhancements and alterations to the Development, including, but not limited to, grading, clearing, removal of trees, site work, utilities, landscaping, irrigation, trails, hardscape, exterior lighting, alteration of drainage flow, drainage facilities, detention/retention ponds, water features, fences, walls, signage, and every structure, fixture, and all appurtenances of every type and kind, whether temporary or permanent in nature, including, but not limited to, buildings, outbuildings, storage sheds, patios, tennis courts, sport

courts, recreational facilities, swimming pools, putting greens, garages, driveways, parking areas and/or facilities, storage buildings, sidewalks, fences, gates, screening walls, retaining walls, stairs, patios, decks, walkways, landscaping, mailboxes, awnings, and exterior air conditioning equipment or fixtures.

"**Internal Street**" or "**Internal Streets**" means any areas designated as public right-of-way on any Plat, excluding any such right-of-way that is accepted by a Governmental Entity for operation and maintenance. The Internal Streets shall be used for vehicular and pedestrian ingress and egress to, from and through the Development by Owners and members of the public. Notwithstanding that the Internal Streets are public right-of-way on which public streets and related facilities are located, such Internal Streets are hereby designated as Common Area unless and until such time as the Internal Streets, or any applicable portion thereof, are accepted by a Governmental Entity for operation and maintenance. For so long as an Internal Street constitutes Common Area under the Documents, the Association shall maintain such Internal Street in good condition and repair, as determined by the Board from time to time, in accordance with Applicable Law.

"**Lot**" means any portion of the Development that Declarant designates as such in a Recorded instrument or as shown as a subdivided lot on a Plat other than Common Area, Special Common Area, or a Lot on which a condominium regime has been established.

"**Majority**" means more than half.

"**Manager**" has the meaning set forth in *Section 3.05(h)*.

"**Members**" means every person or entity that holds membership privileges in the Association.

"**Mortgage**" or "**Mortgages**" means any mortgage(s) or deed(s) of trust securing indebtedness and covering any Lot or Condominium Unit.

"**Mortgagee**" or "**Mortgagees**" means the holder(s) of any Mortgage(s).

"**Notice of Applicability**" means the Recorded notice that Declarant executes for the purpose of adding all or any portion of the Property to the terms and provisions of this Covenant. In accordance with *Section 9.05*, a Notice of Applicability may also subject a portion of the Property to a previously Recorded Development Area Declaration.

"**Occupant**" means a resident, occupant or tenant of a Lot or Condominium Unit other than an Owner.

"**Owner**" means the person(s), entity or entities, including Declarant, holding all or a portion of the fee simple interest in any Lot or Condominium Unit, and in no event will mean an Owner. Mortgagees who acquire title to a Lot or Condominium Unit through a deed in lieu of foreclosure or through foreclosure are Owners. Persons or entities having ownership interests

merely as security for the performance of an obligation are not Owners. Every Owner is a Member of the Association.

"**Permittee**" means any Occupant and any officer, agent, employee, licensee, lessee, customer, vendor, supplier, guest, invitee or contractor of an Owner or Declarant (as applicable).

"**Plat**" means a Recorded subdivision plat of any portion of the Development, and any amendments thereto.

"**Property**" means all of that certain real property defined in the preamble, subject to any additions thereto or withdrawals therefrom as may be made pursuant to *Section 9.03* and *Section 9.04* of this Covenant.

"**Record, Recording, Recordation and Recorded**" means recorded in the Official Public Records of Williamson County, Texas.

"**Residential Developer**" refers to any Owner, other than Declarant, who acquires undeveloped land, one or more Lots, or any other portion of the Property for the purposes of development for and/or resale to a Homebuilder.

"**Residential Lot**" means a portion of the Development, designated by Declarant in a Recorded instrument or shown as a subdivided lot on a Plat, other than Common Area and Special Common Area, which is intended solely for single-family residential use.

"**Rules**" means any instrument, however denominated, which Declarant may adopt as part of the Community Manual, or the Board may subsequently adopt for the regulation and management of the Development, including any amendments thereto. Until expiration or termination of the Development Period, Declarant must approve any amendment to the Rules.

"**Service Area**" means a group of Lots and/or Condominium Units designated as a separate Service Area pursuant to this Covenant for purpose of receiving benefits or services from the Association which are not provided to all Lots and Condominium Units. A Service Area may be comprised of more than one type of use or structure and may include noncontiguous Lots. A Lot or Condominium Unit may be assigned to more than one Service Area. Service Area boundaries may be established and modified as provided in *Section 2.04*.

"**Service Area Assessments**" means assessments levied against the Lots and/or Condominium Units in a particular Service Area to fund Service Area Expenses, as described in *Section 5.06*.

"**Service Area Expenses**" means the estimated and actual expenses which the Association incurs or expects to incur for the benefit of Owners within a particular Service Area, which may include a reasonable reserve for capital repairs and replacements.

"**Special Common Area**" means any interest in real property or improvements which Declarant designates in a Recorded Notice of Applicability pursuant to *Section 9.05*, in a Development Area Declaration or in any written instrument Recorded by Declarant (which designation will be made in the sole and absolute discretion of Declarant) as Special Common Area which is assigned for the purpose of exclusive use and/or the obligation to pay Special Common Area Assessments attributable thereto, to one or more, but less than all of the Lots, Condominium Units, Owners or Development Areas, and is or will be conveyed to the Association or as to which the Association will be granted rights or obligations, or otherwise held by Declarant for the benefit of the Association. The Notice of Applicability, Development Area Declaration, or other Recorded instrument will identify the Lots, Condominium Units, Owners or Development Areas assigned to such Special Common Area and further indicate whether the Special Common Area is assigned to such parties for the purpose of exclusive use and the payment of Special Common Area Assessments, or only for the purpose of paying Special Common Area Assessments attributable thereto. By way of illustration and not limitation, Special Common Area might include such things as private drives and roads, entrance facilities and features, monumentation or signage, walkways or landscaping.

"**Special Common Area Expenses**" means the estimated and actual expenses which the Association incurs or expects to incur to operate, maintain, repair and replace Special Common Area, which may include a reasonable reserve for capital repairs and replacements.

"**Special Common Area Assessments**" means assessments levied against the Lots and/or Condominium Units as described in *Section 5.05*.

"**Williamson County MUD No. 35**" means that certain municipal utility district that has been created over the Property with the City's consent but subject to the terms and conditions of the Consent Agreement.

TABLE 1: DOCUMENTS	
Covenant (Recorded)	Creates obligations that are binding upon the Association and all present and future owners of Property made subject to the Covenant by the Recording of a Notice of Applicability.
Notice of Applicability (Recorded)	Describes the portion of the Property being made subject to the terms and provisions of the Covenant and any applicable Development Area Declaration.
Development Area Declaration (Recorded)	Includes additional covenants, conditions and restrictions governing portions of the Development.
Certificate of Formation (Filed with Secretary of State and Recorded)	Establishes the Association as a not-for-profit corporation under Texas law.
Community Manual (Recorded)	Establishes rules and policies governing the Association.
Design Guidelines (Recorded)	Governs the design and architectural standards for the construction of Improvements and modifications thereto.

	Neither Declarant nor the Heritage Mill Reviewer shall have any obligation to adopt Design Guidelines.

ARTICLE 2
GENERAL RESTRICTIONS

2.01 General.

(a) **Conditions and Restrictions**. All Lots and Condominium Units within the Development to which a Notice of Applicability has been Recorded in accordance with *Section 9.05*, will be owned, held, encumbered, leased, used, occupied and enjoyed subject to the Documents and Applicable Law. **NO PORTION OF THE PROPERTY WILL BE SUBJECT TO THE TERMS AND PROVISIONS OF THIS COVENANT UNTIL A NOTICE OF APPLICABILITY HAS BEEN RECORDED**.

(b) **Compliance with the Documents and Applicable Law**. Compliance with the Documents is mandatory. However, compliance with the Documents is not a substitute for compliance with Applicable Law. Please be advised that the Documents do not purport to list or describe each requirement, rule or restriction which may be applicable to a Lot or a Condominium Unit located within the Development. Each Owner is advised to review all encumbrances affecting the use and improvement of their Lot or Condominium Unit. Furthermore, Owners should not construe an approval by the Heritage Mill Reviewer as confirmation that any Improvement complies with the terms and provisions of all encumbrances which may affect the Owner's Lot or Condominium Unit.

(c) **Heritage Mill Reviewer Approval of Project Names**. Each Owner is advised that the name used to identify a Development Area or any portion thereof for marketing or identification purposes must be approved in advance and in writing by the Heritage Mill Reviewer.

(d) **Development Amenities**. A Development Area may include Common Area, open space, water quality facilities, parkland, trails, landscape areas, roadways, driveways or easements which benefit the Development in addition to the Development Area, as reasonably determined by Declarant during the Development Period, and the Board after termination or expiration of the Development Period (the "**Development Amenities**"). Declarant, during the Development Period, and the Board after termination or expiration of the Development Period, may require all or a portion of such Development Amenities be conveyed, transferred, or dedicated (by deed easement, or license) to: (i) the Association; or (ii) another entity designated by Declarant or the Board, as applicable. Alternatively, Declarant, during the Development Period, and the Board after termination or expiration of the Development Period, may require that all or a portion of such Development Amenities be owned and maintained by the Owner of all or a portion of a particular Development Area, subject to an easement in favor of other

Owner(s) and Occupants, as designated by Declarant or the Board, as applicable (e.g., ingress and egress over and across the driveways constructed within the Development Area).

The Development Amenities may not be conveyed or otherwise transferred unless the conveyance and transfer is approved in advance and in writing by Declarant during the Development Period, and the Board after expiration or termination of the Development Period.

2.02 Incorporation of Development Area Declarations. Upon Recordation of a Development Area Declaration, such Development Area Declaration will, automatically and without the necessity of further act, be incorporated into, and be deemed to constitute a part of this Covenant, to the extent not in conflict with this Covenant, but will apply only to portions of the Property made subject to the Development Area Declaration upon the Recordation of one or more Notices of Applicability. To the extent of any conflict between the terms and provisions of a Development Area Declaration and this Covenant, the terms and provisions of this Covenant will apply.

2.03 Conceptual Plans. All master plans, site plans, brochures, illustrations, information and marketing materials related to the Property or the Development (collectively, the "**Conceptual Plans**") are conceptual in nature and are intended to be used for illustrative purposes only. **The land uses and Improvements reflected on the Conceptual Plans are subject to change at any time and from time to time, and it is expressly agreed and understood that land uses within the Property or the Development may include uses which are not shown on the Conceptual Plans.** Neither Declarant nor any Residential Developer, Homebuilder or other developer of any portion of the Property or the Development makes any representation or warranty concerning such land uses and Improvements shown on the Conceptual Plans or otherwise planned for the Property or the Development and it is expressly agreed and understood that no Owner will be entitled to rely upon the Conceptual Plans **or any statement made by Declarant or any of Declarant's representatives regarding proposed land uses, or proposed or planned Improvements**, in making the decision to purchase any land or Improvements within the Property or the Development. Each Owner who acquires a Lot or Condominium Unit within the Development acknowledges that the Development is a master planned community, the development of which will extend over many years, and agrees that the Association will not engage in, or use Association funds to support, protest, challenge, or make any other form of objection to development of the Property or changes in the Conceptual Plans as they may be amended or modified from time to time.

2.04 Provision of Benefits and Services to Service Areas.

(a) Declarant, in a Notice of Applicability Recorded pursuant to *Section 9.05* or in any Recorded written notice, may assign Lots and/or Condominium Units to one or more Service Areas (by name or other identifying designation) as it deems appropriate, which Service Areas may be then existing or newly created, and may require that the

Association provide benefits or services to such Lots and/or Condominium Units in addition to those which the Association generally provides to the Development. During the Development Period, Declarant may unilaterally amend any Notice of Applicability or any Recorded notice, to re-designate Service Area boundaries. All costs associated with the provision of services or benefits to a Service Area will be assessed against the Lots and/or Condominium Units within the Service Area as a Service Area Assessment.

(b) In addition to Service Areas which Declarant may designate, during the Development Period, any group of Owners may petition the Board to designate their Lots and/or Condominium Units as a Service Area for the purpose of receiving from the Association: (i) special benefits or services which are not provided to all Lots and/or Condominium Units; or (ii) a higher level of service than the Association otherwise provides. Upon receipt of a petition signed by Owners of a Majority of the Lots and/or Condominium Units within the proposed Service Area, the Board will investigate the terms upon which the requested benefits or services might be provided and notify the Owners in the proposed Service Area of such terms and associated expenses, which may include a reasonable administrative charge in such amount as the Board deems appropriate (provided, any such administrative charge will apply at a uniform rate per Lot and/or Condominium Units among all Service Areas receiving the same service). If approved by the Board, Declarant during the Development Period, and the Owners of at least sixty-seven percent (67%) of the total number of votes held by all Lots and/or Condominium Units within the proposed Service Area, the Association will provide the requested benefits or services on the terms set forth in the proposal or in a manner otherwise determined by the Board. The cost and administrative charges associated with such benefits or services will be assessed against the Lots and/or Condominium Units within such Service Area as a Service Area Assessment. After expiration or termination of the Development Period, the Board may discontinue or modify benefits or services provided to a Service Area.

2.05 Designation of Special Common Areas. Until the expiration or termination of the Development Period, Declarant may designate, in a Notice of Applicability, a Development Area Declaration or in any instrument Recorded by Declarant (which designation will be made in the sole and absolute discretion of Declarant), any interest in real property or improvements which benefits certain Lot(s), Condominium Unit(s) or one or more portion(s) of but less than all of the Development as Special Common Area, for the exclusive use of and/or the obligation to pay Special Common Area Assessments by the Owners of such Lot(s), Condominium Unit(s) or portion(s) of the Development attributable thereto, and is or will be conveyed to the Association or as to which the Association will be granted rights or obligations, or otherwise held by Declarant for the benefit of the Association. The Notice of Applicability, Development Area Declaration, or other Recorded notice designating such Special Common Area will identify the Lot(s), Condominium Unit(s) or portion(s) of the Development assigned to such Special Common Area and further indicate whether the Special Common Area designated therein is for the purpose of the exclusive use and the payment of Special Common Area Assessments by the Owner(s) thereof, or only for the purpose of paying Special Common Area Assessments attributable

thereto, but not also for exclusive use. By way of illustration and not limitation, Special Common Area might include such things as private drives and roads, entrance facilities and features, monumentation or signage, walkways or landscaping, which may or may not be exclusively used by the Owners paying the attributable Special Common Area Assessments therefor. All costs associated with maintenance, repair, replacement, and insurance of such Special Common Area will be assessed as a Special Common Area Assessment against the Owners of the Lots and/or Condominium Units to which the Special Common Area is assigned. During the Development Period, Declarant may Record an instrument converting any previously designated Special Common Area, or any portion thereof, to Common Area.

ARTICLE 3
HERITAGE MILL RESIDENTIAL COMMUNITY, INC.

3.01 Organization. The Association will be a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers of a Texas non-profit corporation. Neither the Certificate nor the Bylaws will, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Covenant. Unless otherwise expressly provided in the Documents, the Association acts through a Majority of the Board. Certain acts and activities of the Association and the Board must be approved by Declarant during the Development Period. If Declarant approval is required, Declarant's approval must be evidenced in writing.

3.02 Membership.

(a) Mandatory Membership. Any person or entity, upon becoming an Owner, will automatically become a Member of the Association. Membership will be appurtenant to and will run with the ownership of the Lot or Condominium Unit that qualifies the Owner thereof for membership, and membership may not be severed from the ownership of the Lot or Condominium Unit, or in any way transferred, pledged, mortgaged or alienated, except together with the title to such Lot or Condominium Unit. Within thirty (30) days after acquiring legal title to a Lot or Condominium Unit, if requested by the Board, an Owner must provide the Association with: (1) a copy of the recorded deed by which the Owner has acquired title to the Lot or Condominium Unit; (2) the Owner's address, email address, phone number, and driver's license number, if any; (3) any Mortgagee's name and address; and (4) the name, phone number, and email address of any Occupant other than the Owner.

(b) Easement of Enjoyment – Common Area. Every Member will have a right and easement of enjoyment in and to all of the Common Area and an access easement, if applicable, by and through any Common Area, which easements will be appurtenant to and will pass with the title to such Member's Lot or Condominium Unit, subject to the following restrictions and reservations:

(i) The right of Declarant or Declarant's designee, during the Development Period, and the Board, with Declarant's written consent during the

Development Period, to cause such Improvements and features to be constructed upon the Common Area;

(ii) The right of the Association to suspend the Member's right to use the Common Area for any period during which any Assessment against such Member's Lot or Condominium Unit remains past due and for any period during which such Member is in violation of any provision of this Covenant;

(iii) The right of Declarant, during the Development Period, and the Board, with Declarant's written consent during the Development Period, to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for any purpose;

(iv) The right of Declarant, during the Development Period, and the Board, with Declarant's written consent during the Development Period, to grant easements or licenses over and across the Common Area;

(v) With the advance written approval of Declarant during the Development Period, the right of the Board to borrow money for the purpose of improving the Common Area and, in furtherance thereof, mortgage the Common Area;

(vi) The right of Declarant, during the Development Period, and the Board, with Declarant's written consent during the Development Period, to promulgate Rules regarding the use of the Common Area and any Improvements thereon; and

(vii) The right of the Association to contract for services and benefits with any third parties on such terms as the Board may determine, except that during the Development Period, all such contracts must be approved in advance and in writing by Declarant.

(c) Easement of Enjoyment – Special Common Area. Each Owner of a Lot or Condominium Unit which has been assigned use of Special Common Area in a Notice of Applicability, Development Area Declaration, or other Recorded instrument, will have a right and easement of enjoyment in and to all of such Special Common Area for its intended purposes, and an access easement, if applicable, by and through such Special Common Area, which easement will be appurtenant to and will pass with title to such Owner's Lot or Condominium Unit, subject to *Section 3.02(b)* above and subject to the following restrictions and reservations:

(i) The right of Declarant or Declarant's designee, during the Development Period, and the Board, with Declarant's written consent during the Development Period, to cause such Improvements and features to be constructed upon the Special Common Area;

(ii) The right of Declarant, during the Development Period, to grant additional Lots or Condominium Units use rights in and to Special Common Area in a subsequently Recorded Notice of Applicability, Development Area Declaration, or other Recorded instrument;

(iii) The right of the Association to suspend the Member's rights to use the Special Common Area for any period during which any Assessment against such Member's Lot or Condominium Unit remains past due and for any period during which such Member is in violation of any provision of this Covenant;

(iv) The right of Declarant during the Development Period, and the Board, with Declarant's written consent during the Development Period, to grant easements or licenses over and across the Special Common Area;

(v) The right of Declarant, during the Development Period, and the Board, with Declarant's written consent during the Development Period, to dedicate or transfer all or any part of the Special Common Area to a Governmental Entity;

(vi) With the advance written approval of Declarant during the Development Period, the right of the Board to borrow money for the purpose of improving the Special Common Area and, in furtherance thereof, mortgage the Special Common Area;

(vii) The right of Declarant, during the Development Period, and the Board, with Declarant's written consent during the Development Period, to promulgate Rules regarding the use of the Special Common Area and any Improvements thereon; and

(viii) The right of the Association to contract for services with any third parties on such terms as the Board may determine, except that during the Development Period, all such contracts must be approved in advance and in writing by Declarant.

3.03 Governance. As more specifically described in the Bylaws, the Board will consist of at least three (3) persons elected at the annual meeting of the Association, or at a special meeting called for such purpose. **Notwithstanding the foregoing provision or any provision in this Covenant to the contrary, until the 10th anniversary of the date this Covenant is Recorded, Declarant will have the sole right to appoint and remove all members of the Board. No later than the 10th anniversary of the date this Covenant is Recorded, or sooner as determined by Declarant, the Board shall hold a meeting of Members of the Association for the purpose of electing one-third of the Board (the "Initial Member Election Meeting"), which Board member(s) must be elected by Owners other than Declarant. Declarant shall continue to have the sole right to appoint and remove two-thirds of the Board from and after the Initial Member Election Meeting until expiration or termination of the Development Period.**

3.04 Voting Allocation. The number of votes which may be cast to elect members to the Board (except as provided by *Section 3.03*) and on all other matters the Members may vote on will be calculated as set forth below.

(a) Residential Lot. Each Owner of Residential Lot will be allocated one (1) vote for each Residential Lot so owned. In the event of the re-subdivision of any Residential Lot into two or more Residential Lots: (i) the number of votes to which such Residential Lot is entitled will be increased as necessary to retain the ratio of one (1) vote for each Residential Lot resulting from such re-subdivision, *e.g.*, each Residential Lot resulting from the re-subdivision will be entitled to one (1) vote; and (ii) each Residential Lot resulting from the re-subdivision will be allocated one (1) Assessment Unit. In the event of the consolidation of two (2) or more Residential Lots for purposes of construction of a single residence thereon, voting rights and Assessments will continue to be determined according to the number of original Residential Lots contained in such consolidated Residential Lot. Nothing in this Covenant will be construed as authorization for any re-subdivision or consolidation of Residential Lots, such actions being subject to the conditions and restrictions of the Heritage Mill Reviewer.

(b) Commercial Lot or Condominium Unit. Each Commercial Lot or Condominium Unit will be allocated that number of votes set forth in the Notice of Applicability attributable to such Commercial Lot or Condominium Unit. Declarant will determine the number of votes in its sole and absolute discretion, which determination, unless otherwise provided in this *Section 3.04(b)*, will be final, binding and conclusive. If the Notice of Applicability includes the number of Commercial Lots or Condominium Units to be established within the Development Area, and the number of Commercial Lots or Condominium Units actually created differ from the number of Commercial Lots or Condominium Units set forth in the Notice of Applicability, Declarant, during the Development Period or the Board after the expiration or termination of the Development Period, may modify and amend the Notice of Applicability to reflect the actual number of Commercial Lots or Condominium Units.

(c) Declarant. In addition to the votes to which Declarant is entitled by reason of *Section 3.04(a)* and *Section 3.04(b)*, for every one (1) vote outstanding in favor of any other person or entity, Declarant will have four (4) additional votes until the expiration or termination of the Development Period. Declarant may cast votes allocated to Declarant pursuant to this Section and shall be considered a Member for the purpose of casting such votes, and need not own any portion of the Development as a pre-condition to exercising such votes.

(d) Co-Owners. If there is more than one Owner of a Lot or Condominium Unit, the vote for such Lot or Condominium Unit shall be exercised as the co-Owners holding a Majority of the ownership interest in the Lot or Condominium Unit determine among themselves and advise the Secretary of the Association in writing prior to the close of balloting. Any co-Owner may cast the vote for the Lot or Condominium Unit, and

majority agreement shall be conclusively presumed unless another co-Owner of the Lot or Condominium Unit protests promptly to the President or other person presiding over the meeting or the balloting, in the case of a vote taken outside of a meeting. In the absence of a majority agreement, the Lot's or Condominium Unit's vote shall be suspended if two or more co-Owners seek to exercise it independently. In no event will the vote for such Lot or Condominium Unit exceed the total votes to which such Lot or Condominium Unit is otherwise entitled pursuant to this *Section 3.04*.

3.05 Powers. The Association will have the powers of a Texas nonprofit corporation. It will further have the power to do and perform any and all acts that may be necessary or proper, for or incidental to, the exercise of any of the express powers granted to it by Applicable Law or this Covenant. Without in any way limiting the generality of the two preceding sentences, the Board, acting on behalf of the Association, will have the following powers at all times:

(a) Rules. To make, establish and promulgate, and in its discretion to amend from time to time, or repeal and re-enact, Rules, policies, the Bylaws and the Community Manual, as applicable, which are not in conflict with this Covenant, as the Board deems proper, covering any and all aspects of the Development (including the operation, maintenance and preservation thereof) or the Association. During the Development Period, Declarant must approve Rules or policies the Board proposes as well as the Bylaws and the Community Manual and any modifications thereto.

(b) Insurance. To obtain and maintain in effect, policies of insurance that, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association's functions.

(c) Records. To keep books and records of the Association's affairs, and to make such books and records, together with current copies of the Documents available for inspection by the Owners, Mortgagees, and insurers or guarantors of any Mortgage upon request during normal business hours in accordance with Applicable Law.

(d) Assessments. To levy and collect Assessments and to determine Assessment Units, as provided in *Article 5* below.

(e) Right of Entry and Enforcement. To enter at any time without notice in an emergency (or in the case of a non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner, upon any Lot and into any Improvement thereon or into any Condominium Unit for the purpose of enforcing the Documents or for the purpose of maintaining or repairing any area, Improvement or other facility or removing any item to conform to the Documents. The expense incurred by the Association in connection with the entry upon any Lot or into any Condominium Unit and the removal or maintenance and repair work conducted therefrom, thereon or therein will be a personal obligation of the Owner of the Lot or the Condominium Unit so entered, will be deemed an Individual Assessment against such Lot or Condominium Unit, will be

secured by a lien upon such Lot or Condominium Unit, and will be enforced in the same manner and to the same extent as provided in *Article 5* hereof for Assessments. The Association will have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Documents. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Documents; provided, however, that the Board will never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, or its successors or assigns. The Association may not enter into, alter or demolish any Improvements on any Lot, or any Condominium Unit, other than Common Area or Special Common Area, in enforcing this Covenant before the Association obtains either: (i) a judicial order authorizing such action; or (ii) the written consent of the Owner(s) of the affected Lot(s) or Condominium Unit(s). **EACH OWNER AND OCCUPANT HEREBY RELEASES AND HOLDS HARMLESS THE ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS *SECTION 3.05(e)* (INCLUDING ANY COST, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT TO THE EXTENT SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION RESULTED FROM THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.**

(f) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.

(g) Conveyances. To grant and convey to any person or entity the real property and/or other interest, including fee title, leasehold estates, easements, rights-of-way or mortgages, out of, in, on, over, or under any Common Area or Special Common Area. During the Development Period, Declarant must approve any grant or conveyance under this *Section 3.05(g)*. In addition, the Association (with the advance written approval of Declarant during the Development Period) and Declarant are expressly authorized and permitted to convey easements over and across Common Area or Special Common Area for the benefit of property not otherwise subject to the terms and provisions of this Covenant.

(h) Manager. To retain and pay for the services of a person or firm (the "**Manager**"), which may include Declarant or any affiliate of Declarant, to manage and operate the Association, including Common Area, Special Common Area, and/or any Service Area. Additional personnel may be employed directly by the Association or may

be furnished by the Manager. To the extent permitted by Applicable Law, the Board may delegate any other duties, powers and functions to the Manager. In addition, the Board may adopt transfer fees, resale certificate fees, review fees, coordination and administrative fees, architectural review fees, and/or any other fees associated with the provision of management services and/or coordination to the Association or its Members. **THE MEMBERS HEREBY RELEASE THE ASSOCIATION AND THE MEMBERS OF THE BOARD FROM LIABILITY FOR ANY OMISSION OR IMPROPER EXERCISE BY THE MANAGER OF ANY SUCH DUTY, POWER OR FUNCTION SO DELEGATED.**

(i) Property Services. To pay for water, sewer, garbage removal, street lights, landscaping, and all other utilities, services, repair and maintenance, including but not limited to private or public recreational facilities, easements, roads, roadways, rights-of-ways, signs, parks, parkways, median strips, sidewalks, paths, trails, ponds, canals, streams, and lakes.

(j) Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or assessments that the Association or the Board is required or permitted to secure or to pay for pursuant to Applicable Law or under the terms of the Documents or as determined by the Board.

(k) Construction on Common Area and Special Common Area. To construct new Improvements or additions to Common Area and Special Common Area, subject to the approval of Declarant during the Development Period.

(l) Contracts. To enter into Bulk Rate Contracts or other contracts or licenses with Declarant or any third party on such terms and provisions as the Board will determine, to operate and maintain the Development, any Common Area, Special Common Area, Improvement, or other property, or to provide any service, including but not limited to cable, utility, or telecommunication services, or perform any function on behalf of Declarant, the Board, the Association, or the Members. During the Development Period, all Bulk Rate Contracts must be approved in advance and in writing by Declarant.

(m) Property Ownership. To acquire, own and dispose of all manner of real and personal property, whether by grant, lease, easement, gift or otherwise. During the Development Period, all acquisitions and dispositions of the Association hereunder must be approved in advance and in writing by Declarant.

(n) Authority with Respect to the Documents. To do any act, thing or deed that is necessary or desirable, in the judgment of the Board, to implement, administer or enforce any of the Documents. Any decision by the Board to delay or defer the exercise of the power and authority granted by this *Section 3.05(n)* will not subsequently in any way limit, impair or affect ability of the Board to exercise such power and authority.

(o) Membership Privileges. To establish Rules governing and limiting the use of the Common Area, Special Common Area, and any Improvements thereon as well as

the use, maintenance, and enjoyment of the Lots and Condominium Units. During the Development Period, Declarant must approve all Rules governing and limiting the use of the Common Area, Special Common Area, Service Area, and any Improvements thereon.

3.06 Conveyance of Common Area and Special Common Area to the Association. The Association may acquire, hold, and dispose of any interest in tangible and intangible personal property and real property. Declarant and its assignees reserve the right, from time to time and at any time, to designate, convey, assign or transfer by Recorded instrument property being held by Declarant or a third party for the benefit of the Association, in the sole and absolute discretion of Declarant. Upon the Recording of a designation, the portion of the property identified therein will be considered Common Area or Special Common Area, as applicable, for the purpose of this Covenant and the Association will have an easement over and across the Common Area or Special Common Area necessary or required to discharge the Association's obligations under this Covenant, subject to any terms and limitations to such easement set forth in the designation. Declarant and its assignees may also assign, transfer or convey to the Association interests in real or personal property within or for the benefit of the Development, for the Development and the general public, or otherwise, as determined in the sole and absolute discretion of Declarant. All or any real or personal property assigned, transferred and/or conveyed by Declarant to the Association shall be deemed accepted by the Association upon Recordation, and without further action by the Association, and shall be considered Common Area or Special Common Area without regard to whether such real or personal property is designated by Declarant as Common Area or Special Common Area. If requested by Declarant, the Association will execute a written instrument, in a form requested by Declarant, evidencing acceptance of such real or personal property; provided, however, execution of a written consent by the Association shall in no event be a precondition to acceptance by the Association. The assignment, transfer, and/or conveyance of real or personal property to the Association may be by deed without warranty, may reserve easements in favor of Declarant, Landowner, or a third party designated by Declarant over and across such property, and may include such other provisions, including restrictions on use, determined by Declarant, in Declarant's sole and absolute discretion. Property assigned, transferred, and/or conveyed to the Association may be improved or unimproved and may consist of fee simple title, easements, leases, licenses, or other real or personal property interests. Upon Declarant's written request, the Association will re-convey to Declarant or Landowner any unimproved real property that Declarant or Landowner originally conveyed to the Association for no payment. Declarant and its assignees may construct and maintain upon portions of the Common Area and/or the Special Common Area such facilities and may conduct such activities which, in Declarant's sole opinion, may be required, convenient, or incidental to the construction or sale of Improvements on the Development, including, but not limited to, business offices, signs, model homes, and sales offices. Declarant and its assignees shall have an easement over and across the Common Area and the Special Common Area for access and shall have the right to use such facilities and to conduct such activities at no charge.

3.07 Indemnification. To the fullest extent permitted by Applicable Law but without duplication (and subject to) any rights or benefits arising under the Certificate or Bylaws of the Association, the Association will indemnify any person who was, or is, a party, or is threatened

to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that such person is, or was, a director, officer, committee member, employee, servant or agent of the Association against expenses, including attorneys' fees, reasonably incurred by such person in connection with such action, suit or proceeding if it is found and determined by the Board or a court of competent jurisdiction that he or she: (a) acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association; or (b) with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of *nolo contendere* or its equivalent, will not of itself create a presumption that the person did not act in good faith or in a manner which was reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

3.08 Insurance. The Board may purchase and maintain, at the expense of the Association, insurance on behalf of any person who is acting as a director, officer, committee member, employee, servant or agent of the Association against any liability asserted against such person or incurred by such person in their capacity as an director, officer, committee member, employee, servant or agent of the Association, or arising out of the person's status as such, whether or not the Association would have the power to indemnify the person against such liability or otherwise.

3.09 Bulk Rate Contracts. Without limitation on the generality of the Association powers set out in *Section 3.05*, the Association will have the power to enter into Bulk Rate Contracts at any time and from time to time. The Association may enter into Bulk Rate Contracts with any service providers the Board chooses (including Declarant, and/or any entities in which Declarant, or the owners or partners of Declarant are the owners or participants, directly or indirectly). The Bulk Rate Contracts may be entered into on such terms and provisions as the Board may determine in its sole and absolute discretion. Notwithstanding the foregoing, during the Development Period, Declarant must approve all Bulk Rate Contractsn.

The Association may, at its option and election add the charges payable by such Owner under such Bulk Rate Contract to the Assessments (Regular, Special, Service Area, Special Common Area, or Individual, as the case may be) against such Owner's Lot or Condominium Unit. In this regard, it is agreed and understood that, if any Owner fails to pay any charges due by such Owner under the terms of any Bulk Rate Contract, then the Association will be entitled to collect such charges by exercising the same rights and remedies it would be entitled to exercise under this Covenant with respect to the failure by such Owner to pay Assessments, including without limitation the right to foreclose the lien against such Owner's Lot or Condominium Unit which is reserved under the terms and provisions of this Covenant. In addition, in the event of nonpayment by any Owner of any charges due under any Bulk Rate Contract and after the lapse of at least twelve (12) days since such charges were due, the Association may, upon five (5) days' prior written notice to such Owner (which may run concurrently with such 12-day period), in addition to all other rights and remedies available at law, equity or otherwise, terminate, in such

manner as the Board deems appropriate, any utility service or other service provided at the cost of the Association and not paid for by such Owner (or Occupant of such Owner's Lot or Condominium Unit) directly to the applicable service or utility provider. Such notice will consist of a separate mailing or hand delivery at least five (5) days prior to a stated date of termination, with the title "termination notice" or similar language prominently displayed on the notice. The notice will include the office or street address where the Owner (or Occupant of such Owner's Lot or Condominium Unit) can make arrangements for payment of the bill and for re-connection or re-institution of service. No utility or cable television service will be disconnected on a day, or immediately preceding a day, when personnel are not available for the purpose of collection and reconnecting such services.

3.10 Community Services and Systems. Declarant, or a designee of Declarant, is specifically authorized, but not required, to install, provide, maintain or furnish, or to enter into contracts with other persons to install, provide, maintain or furnish, central telecommunication receiving and distribution systems (*e.g.*, cable television, high speed data/Internet/intranet services, and security monitoring) and utility services (*e.g.*, electricity, solar, gas, water), and related components, including associated infrastructure, equipment, hardware, and software to serve all or any portion of the Development ("**Community Services and Systems**"). The Community Services and Systems may be located on Common Area or Special Common Area, and on or in any Improvements constructed upon the Common Area or Special Common Area, and an easement is herein reserved in favor of Declarant or its designee for the purpose of installing, operating, managing, maintaining, upgrading and modifying the Community Services and Systems. In the event Declarant, or a designee of Declarant, elects to provide any of the Community Services and Systems to all or any portion of the Development, Declarant or designee of Declarant, may enter into an agreement with the Association with respect to such services. In the event Declarant, or any designee of Declarant, enters into a contract with a third party for the provision any Community Services and Systems to serve all or any portion of the Development, Declarant or the designee of Declarant may assign any or all of the rights or obligations of Declarant or the designee of Declarant under the contract to the Association or any individual or entity. Any such contracts may provide for installation, operation, management, maintenance, and upgrades or modifications to the Community Services and Systems as Declarant or its designee determines appropriate. **Each Owner acknowledges that interruptions in Community Services and Systems will occur from time to time. Declarant and the Association, or any of their respective affiliates, directors, officers, employees and agents, or any of their successors or assigns will not be liable for, and no Community Services and Systems user shall be entitled to refund, rebate, discount, or offset in applicable fees for, any interruption in Community Services and Systems and services, regardless of whether or not such interruption is caused by reasons within the service provider's control.**

3.11 Protection of Declarant's and Landowner's Interests. Despite any assumption of control of the Board by Owners other than Declarant, until the expiration or termination of the Development Period, the Board is prohibited from taking any action which would discriminate against Declarant or Landowner, or which would be detrimental to the sale of Lots, Condominium Units, or any portion of the Property owned by Declarant or Landowner. Each of

Declarant and Landowner shall be entitled to determine, in its sole and absolute discretion, whether any such action discriminates or is detrimental to it. Unless Declarant agrees otherwise in advance and in writing, the Board will be required to continue the same level and quality of maintenance, operations and services as that provided immediately prior to assumption of control of the Board by Owners other than Declarant until the expiration or termination of the Development Period.

3.12 Administration of Common Area. The administration of the Common Area, Special Common Area, and Service Area by the Association shall be in accordance with the provisions of Applicable Law and the Documents, and of any other agreements, documents, amendments or supplements to the foregoing which may be duly adopted or subsequently required by any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans (including, for example, the Federal Home Loan Mortgage Corporation) designated by Declarant or by any Governmental Entity having regulatory jurisdiction over the Common Area, Special Common Area, or Service Area or by any title insurance company selected by Declarant to insure title to any portion of such areas.

ARTICLE 4
INSURANCE AND RESTORATION

4.01 Insurance. Each Owner will be required to purchase and maintain commercially standard insurance on the Improvements located upon such Owner's Lot or Condominium Unit. The Association will not maintain insurance on the Improvements constructed upon any Lot or Condominium Unit. The Association may, however, obtain such other insurance as it may deem necessary, including but not limited to such policies of liability and property damage insurance as the Board, in its discretion, may deem necessary. Insurance premiums for such policies will be a common expense that the Association will include in the Assessments levied. The acquisition of insurance by the Association will be without prejudice to the right and obligation of any Owner to obtain additional individual insurance.

ARE YOU COVERED?

The Association will not provide insurance which covers an Owner's Lot, a Condominium Unit, or any Improvements or personal property located on a Lot or within a Condominium Unit.

4.02 Restoration Requirements. In the event of any fire or other casualty, unless otherwise approved by the Heritage Mill Reviewer, the Owner will: (i) promptly repair, restore and replace any damaged or destroyed structures to their same exterior condition existing prior to the damage or destruction thereof or (ii) in the case of substantial or total damage or destruction of any Improvement, remove all such damaged Improvements and debris from the Development within sixty (60) days after the occurrence of such damage. Such repair, restoration or replacement will be commenced and completed in a good and workmanlike manner using exterior materials substantially similar to those originally used in the structures damaged or

destroyed. To the extent that the Owner fails to commence such repair, restoration or replacement of substantial or total damage or destruction within one hundred and twenty (120) days after the occurrence of such damage or destruction, and thereafter prosecute the same to completion, or if the Owner does not clean up any debris resulting from any damage within sixty (60) days after the occurrence of such damage, the Association may commence, complete or effect such repair, restoration, replacement, removal, or clean-up, and such Owner will be personally liable to the Association for the cost of such work; provided, however, that if the Owner is prohibited or delayed by Applicable Law from commencing such repair, restoration, replacement or clean-up, the rights of the Association under this provision will not arise until the expiration of thirty (30) days after such prohibition or delay is removed. If the Owner fails to pay such cost upon demand by the Association, the cost thereof (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, than at the rate of one and one-half percent (1½%) per month) will be added to the Assessment chargeable to the Owner's Lot. Any such amounts added to the Assessments chargeable against a Lot or Condominium Unit will be secured by the liens reserved in this Covenant for Assessments and may be collected by any means provided in this Covenant for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot or Condominium Unit. **EACH OWNER, BY ACCEPTING TITLE TO ALL OR ANY PORTION OF THE DEVELOPMENT, HEREBY RELEASES AND HOLDS HARMLESS THE ASSOCIATION AND ITS OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS *SECTION 4.02*, EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR COST OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.**

4.03 Restoration - Mechanic's and Materialmen's Lien. Each Owner whose structure is repaired, restored, replaced or cleaned-up by the Association pursuant to the rights granted under this *Article 4*, hereby grants to the Association an express mechanic's and materialmen's lien for the reasonable cost of such repair, restoration, replacement or clean-up of the damaged or destroyed Improvement to the extent that the cost of such repair, restoration, replacement, or clean-up exceeds any insurance proceeds allocable to such repair, restoration, replacement, or clean-up which are delivered to the Association. Upon request by the Board, and before the commencement of any reconstruction, repair, restoration, replacement, or clean-up such Owner will execute all documents sufficient to effectuate such mechanic's and materialmen's lien in favor of the Association.

ARTICLE 5
COVENANT FOR ASSESSMENTS

5.01 Assessments.

(a) Established by the Board. The Board will levy Assessments pursuant to the provisions of this *Article 5* against each Lot and Condominium Unit in such amounts as the Board determines pursuant to *Section 5.10* below. The Board will determine the total amount of Assessments in accordance with the terms of this *Article*.

(b) Personal Obligation; Lien. Each Assessment, together with such interest thereon and costs of collection as hereinafter provided, will be the personal obligation of the Owner of the Lot or Condominium Unit against which the Assessment is levied and will be secured by a lien hereby granted and conveyed by Declarant to the Association against each such Lot and all Improvements thereon and each such Condominium Unit (such lien, with respect to any Lot or Condominium Unit not in existence on the date hereof, will be deemed granted and conveyed at the time that such Lot or Condominium Unit is created). The Association may enforce payment of such Assessments in accordance with the provisions of this Article. Unless the Association elects otherwise (which election may be made at any time), each residential condominium association established by a condominium regime imposed upon all or a portion of the Development Area will collect all Assessments levied pursuant to this Covenant from Condominium Unit Owners within such condominium regime. The condominium association will promptly remit all Assessments collected from Condominium Unit Owners to the Association. If the condominium association fails to timely collect any portion of the Assessments due from the Owner of the Condominium Unit, then the Association may collect such Assessments allocated to the Condominium Unit on its own behalf and enforce its lien against the Condominium Unit without joinder of the condominium association. The condominium association's right to collect Assessments on behalf of the Association is a license from the Association which may be revoked by written instrument at any time, and from time to time, at the sole and absolute discretion of the Board.

(c) Declarant Subsidy. Declarant may, but is not obligated to, reduce Assessments which would otherwise be levied against Lots and Condominium Units for any fiscal year by the payment of a subsidy to the Association. Any subsidy Declarant pays to the Association may be treated as a contribution or a loan, in Declarant's sole and absolute discretion. The payment of a subsidy in any given year will not obligate Declarant to continue payment of a subsidy to the Association in future years.

(d) Commencement of Assessments. Assessments will commence as to a particular Lot on the first day of the month after such Lot has been made subject to the terms and provisions of this Covenant. If Assessments are due and payable less frequently than once per month, *e.g.*, quarterly or annually, Assessments will be prorated based on the number of months remaining during the billing period.

5.02 Maintenance Fund. The Board will establish a maintenance fund into which will be deposited all monies paid to the Association and from which disbursements will be made in performing the functions of the Association under this Covenant. The funds of the Association may be used for any purpose authorized by the Documents and Applicable Law.

5.03 Regular Assessments. Prior to the beginning of each fiscal year, the Board will prepare a budget for the purpose of determining amounts sufficient to pay the estimated net expenses of the Association (the "**Regular Assessments**") which sets forth: (i) an estimate of expenses that the Association will incur during such year in performing its functions and exercising its powers under this Covenant, including, but not limited to, the cost of all management, repair and maintenance, the cost of providing street and other lighting, the cost of administering and enforcing the Documents; and (ii) an estimate of the amount needed to maintain a reasonable provision for contingencies and an appropriate replacement reserve; and which (iii) excludes the operation, maintenance, repair and management costs and expenses associated with any Service Area and Special Common Area. Regular Assessments sufficient to pay such estimated net expenses will then be levied at the level set by the Board in its sole and absolute discretion, and the Board's determination will be final and binding. If the sums collected prove inadequate for any reason, including nonpayment of any Individual Assessment by any Owner, the Association may at any time, and from time to time, levy further Regular Assessments in the same manner. All such Regular Assessments will be due and payable to the Association at the beginning of the fiscal year, or in such other manner as the Board may designate in its sole and absolute discretion.

5.04 Special Assessments. In addition to the Regular Assessments provided for above, the Board may levy special assessments (the "**Special Assessments**") whenever in the Board's opinion such Special Assessments are necessary to enable the Board to carry out the functions of the Association under the Documents. The amount of any Special Assessments will be at the sole discretion of the Board. In addition to the Special Assessments authorized above, the Association may, in any fiscal year, levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area or Special Common Area. Any Special Assessment levied by the Association for the purpose of defraying, in whole or in part, costs of any construction, reconstruction, repair or replacement of capital improvement upon the Common Area will be levied against all Owners based on Assessment Units. Any Special Assessments levied by the Association for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon any Special Common Area will be levied against all Owners who have been assigned the obligation to pay Special Common Area Assessments based on Assessment Units. All Special Assessments will be due and payable to the Association at the beginning of the fiscal year or in such other manner as the Board may designate in its sole and absolute discretion.

5.05 Special Common Area Assessments. Prior to the beginning of each fiscal year, the Board will prepare a separate budget covering the estimated expenses to be incurred by the Association to operate, maintain, repair, or manage any Special Common Area. The budget will be an estimate of the amount needed to operate, maintain, repair and manage such Special Common Area including a reasonable provision for contingencies and an appropriate replacement reserve. The level of Special Common Area Assessments will be set by the Board in its sole and absolute discretion, and the Board's determination will be final and binding. If the sums collected prove inadequate for any reason, including non-payment of any Assessment by

any Owner, the Association may at any time, and from time to time, levy further Special Common Area Assessments in the same manner as aforesaid. All such Special Common Area Assessments will be due and payable to the Association at the beginning of the fiscal year, or in such other manner as the Board may designate in its sole and absolute discretion.

5.06 Service Area Assessments. Prior to the beginning of each fiscal year, the Board will prepare a separate budget for each Service Area reflecting the estimated Service Area Expenses to be incurred by the Association in the coming year. The total amount of Service Area Assessments will be allocated (a) equally among the Lots or Condominium Units within the Service Area; (b) based on the Assessment Units assigned to the Lots or Condominium Units within the Service Area; or (c) based on the benefit received among all Lots and Condominium Units in the Service Area. All amounts that the Association collects as Service Area Assessments will be expended solely for the benefit of the Service Area for which they were collected and will be accounted for separately from the Association's general funds.

5.07 Individual Assessments. In addition to any other Assessments, the Board may levy an individual assessment (the "**Individual Assessment**") against an Owner and the Owner's Lot or Condominium Unit, which may include, but is not limited to: (i) interest, late charges, and collection costs on delinquent Assessments; (ii) reimbursement for costs incurred in bringing an Owner or the Owner's Lot or Condominium Unit into compliance with the Documents; (iii) fines for violations of the Documents; (iv) transfer-related fees and resale certificate fees; (v) fees for estoppel letters and project documents; (vi) insurance deductibles; (vii) reimbursement for damage or waste caused by willful or negligent acts of the Owner, the Owner's guests, invitees or Occupants of the Owner's Lot or Condominium Unit; (viii) common expenses that benefit fewer than all of the Lots or Condominium Units, which may be assessed according to benefit received; (ix) fees or charges levied against the Association on a per-Lot or per-Condominium Unit basis; and (x) "pass through" expenses for services to Lots or Condominium Units provided through the Association and which are paid by each Lot or Condominium Unit according to benefit received.

5.08 Working Capital Assessment. Each Owner (other than Declarant) will pay a one-time working capital assessment (the "**Working Capital Assessment**") to the Association in such amount, if any, as may be determined by Declarant, until expiration or termination of the Development Period, and the Board thereafter. The Working Capital Assessment hereunder will be due and payable to the Association by the transferee immediately upon each transfer of title to the Lot or Condominium Unit, including upon transfer of title from one Owner of such Lot or Condominium Unit to any subsequent purchaser or transferee thereof. Such Working Capital Assessment need not be uniform among all Lots or Condominium Units, and Declarant or the Board, as applicable, is expressly authorized to establish Working Capital Assessments of varying amounts depending on the size, use and general character of the Lots or Condominium Units. The Working Capital Assessment may be used to discharge operating expenses or capital expenses, as determined from time to time by the Board; provided, however, that any portion of a Working Capital Assessment allocated for use to discharge operating and maintenance expenses for the Internal Streets shall be utilized by the Board only for such purpose, so long as

there are Internal Streets in the Development. The levy of any Working Capital Assessment will be effective only upon the Recordation of a notice, signed by Declarant or a duly authorized officer of the Association, setting forth the amount of the Working Capital Assessment, including any allocation of any portion thereof for operation and maintenance of Internal Streets, and the Lots or Condominium Units to which it applies.

Notwithstanding the foregoing provision, the following transfers will not be subject to the Working Capital Assessment: (a) foreclosure of a deed of trust lien, tax lien, or the Association's Assessment lien; (b) transfer to, from, or by the Association; (c) voluntary transfer by an Owner to one or more co-owners, or to the Owner's spouse, child, or parent. In the event of any dispute regarding the application of the Working Capital Assessment to a particular Owner, Declarant, until expiration or termination of the Development Period, will determine application of an exemption in its sole and absolute discretion. The Working Capital Assessment will be in addition to, not in lieu of, any other Assessments levied in accordance with this *Article 5* and will not be considered an advance payment of such Assessments. Declarant during the Development Period, and thereafter the Board, will have the power to waive the payment of any Working Capital Assessment attributable to a Lot or Condominium Unit (or all Lots and Condominium Units) by the Recordation of a waiver notice or in the Notice of Applicability, which waiver may be temporary or permanent.

5.09 Internal Street Maintenance Assessment. Each Homebuilder and Declarant—if Declarant is in business of constructing single-family residences (whether attached or detached) for resale to third parties and acquires a Lot or Condominium Unit on which to construct a single-family residence for resale to a third party—will pay a one-time assessment (the "**Internal Street Maintenance Assessment**"), at the time of acquisition of a Lot or Condominium Unit, on which a single-family residence for resale to third parties has not yet been constructed, to the Association in such amount, if any, as may be determined by Declarant, until expiration or termination of the Development Period, and the Board thereafter. The Internal Street Maintenance Assessment hereunder will be due and payable to the Association by the Homebuilder or, if applicable, Declarant, immediately upon transfer of title to the Lot or Condominium Unit. Such Internal Street Maintenance Assessment need not be uniform among all Lots or Condominium Units, and Declarant or the Board, as applicable, is expressly authorized to establish Internal Street Maintenance Assessments of varying amounts depending on the size, use and general character of the Lots or Condominium Units. The Internal Street Maintenance Assessment shall be used only to discharge operating and maintennace expenses relating to the Internal Streets so long as there are Internal Streets in the Development. The levy of any Internal Street Maintenance Assessment will be effective only upon the Recordation of a notice, signed by Declarant or a duly authorized officer of the Association, setting forth the amount of the Internal Street Maintenance Assessment, and the Lots or Condominium Units to which it applies.

The Internal Street Maintenance Assessment will be in addition to, not in lieu of, any other Assessments levied in accordance with this *Article 5* and will not be considered an advance payment of such Assessments. Declarant during the Development Period, and thereafter the Board, will have the power to waive the payment of any Internal Street Maintenance Assessment

attributable to a Lot or Condominium Unit (or all Lots and Condominium Units) by the Recordation of a waiver notice or in the Notice of Applicability, which waiver may be temporary or permanent.

5.10 Amount of Assessment.

(a) Assessments to be Levied. The Board will levy Assessments against each "**Assessment Unit**" (as defined in *Section 5.10(b)* below). Unless otherwise provided in this Covenant, Assessments levied pursuant to *Section 5.03* and *Section 5.04* will be levied uniformly against each Assessment Unit. Special Common Area Assessments levied pursuant to *Section 5.05* will be levied uniformly against each Assessment Unit allocated to a Lot or Condominium Unit that has been assigned the obligation to pay Special Common Area Assessments for specified Special Common Area. Service Area Assessments levied pursuant to *Section 5.06* will be levied either: (i) equally; (ii) based on Assessment Units allocated to the Lots and/or Condominium Units within the Service Area; or (iii) based on the benefit received among all Lots and Condominium Units in the benefited Service Area that has been included in the Service Area to which such Service Area Assessment relates.

(b) Assessment Unit. Each Residential Lot shall be allocated one (1) "Assessment Unit" unless otherwise provided in *Section 5.10(d)*. In the event of the re-subdivision of any Residential Lot into two (2) or more Residential Lots, each Residential Lot resulting from the re-subdivision will be allocated one (1) Assessment Unit. In the event of the consolidation of two (2) or more Residential Lots for the purposes of constructing a single residence thereon, the Assessment Units will continue to be determined according to the number of original Residential Lots contained in such consolidated Residential Lot. Nothing in this Covenant will be construed as authorization for any re-subdivision or consolidation of Residential Lots, such actions being subject to the conditions and restrictions of Heritage Mill Reviewer.

(c) Commercial Lots and Condominium Units. Each Commercial Lot and Condominium Unit will be allocated the Assessment Units set forth in the Notice of Applicability attributable to such Commercial Lot or Condominium Unit, which may be less than one (1) Assessment Unit per Commercial Lot or Condominium Unit. Declarant will determine the number of Assessment Units in its sole and absolute discretion, which determination, unless otherwise provided in this *Section 5.10(c)*, will be final, binding and conclusive. If the Notice of Applicability includes the number of Commercial Lots or Condominium Units to be established within the Development Area, and the number of Commercial Lots or Condominium Units actually created differ from the number of Commercial Lots or Condominium Units set forth in the Notice of Applicability, Declarant, during the Development Period, or the Board after the expiration or termination of the Development Period, may modify and amend the Notice of Applicability to reflect the actual number of Commercial Lots or Condominium Units.

(d) Residential Assessment Unit Allocation. Declarant, in Declarant's sole and absolute discretion, may elect to allocate more than one Assessment Unit to a Residential Lot. An allocation of more than one Assessment Unit to a Residential Lot must be made in a Notice of Applicability or in a Development Area Declaration for the Development in which the Residential Lot is located. Declarant's determination regarding the number of Assessment Units applicable to a Residential Lot pursuant to this *Section 5.10(d)* will be final, binding and conclusive.

(e) Declarant and Landowner Exemption. Notwithstanding anything in this Covenant to the contrary, no Assessments will be levied upon Lots or Condominium Units owned by Declarant or Landowner, except for the Internal Street Maintenance Assessment, but only as to a Declarant that is subject to such Assessment under *Section 5.09* above.

(f) Other Exemptions and Rights. Declarant may, in its sole discretion, elect to: (i) exempt any un-platted or unimproved portion of the Development, Lot or Condominium Unit from Assessments; (ii) delay the levy of Assessments against any un-platted, unimproved or improved portion of the Development, Lot or Condominium Unit; or (iii) reduce the levy of Assessments against any un-platted, unimproved or improved portion of the Development, Lot or Condominium Unit. In the event Declarant elects to delay or reduce Assessments pursuant to this *Section 5.10(f)*, the duration of the delay or the amount of the reduction shall be set forth in a Recorded instrument. Declarant may terminate, extend or modify any delay or reduction set forth in a previously Recorded instrument by Recording a replacement instrument. Declarant or the Board may also exempt from Assessments any portion of the Development which is dedicated to and accepted by a Governmental Entity. Declarant, in Declarant's sole and absolute discretion, may also elect to allocate more than one Assessment Unit to a Residential Lot. An allocation of more than one Assessment Unit to a Residential Lot must be made in a Notice of Applicability or in a Development Area Declaration for the Development Area in which the Residential Lot is located. Declarant's determination regarding the number of Assessment Units applicable to a Residential Lot pursuant to this *Section 5.10(f)* will be final, binding and conclusive.

5.11 Late Charges. At the Board's election, it may require the Owner responsible for any payment not paid by the applicable due date to pay a late charge in such amount as the Board may determine, and the late charge (and any reasonable handling costs) will be a charge upon the Lot or Condominium Unit owned by such Owner, collectible in the manner as provided for collection of Assessments, including foreclosure of the lien against such Lot or Condominium Unit; provided, however, such charge will never exceed the maximum charge permitted under Applicable Law.

5.12 Owner's Personal Obligation for Payment of Assessments. Assessments levied as provided for herein will be the personal and individual debt of the Owner of the Lot or Condominium Unit against which are levied such Assessments. No Owner may exempt himself

from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Lot or Condominium Unit will be obligated to pay interest on the amount of the Assessment at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof (or if there is no such highest rate, then at the rate of 1 and 1/2% per month), together with all costs and expenses of collection, including reasonable attorney's fees.

5.13 Assessment Lien and Foreclosure. The payment of all sums assessed in the manner provided in this *Article 5* is, together with late charges as provided in *Section 5.11* and interest as provided in *Section 5.12* hereof and all costs of collection, including attorney's fees as herein provided, are secured by the continuing Assessment lien granted to the Association pursuant to *Section 5.01(b)* above, and will bind each Lot and Condominium Unit in the hands of the Owner thereof, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien will be superior to all other liens and charges against such Lot or Condominium Unit, except only for: (i) tax or governmental assessment liens; (ii) all sums secured by a Recorded first Mortgage lien or Recorded first deed of trust lien, to the extent such lien secures sums borrowed for the acquisition or improvement of the Lot or Condominium Unit in question; and (iii) home equity loans or home equity lines of credit which are secured by a second Mortgage lien or Recorded second deed of trust lien; provided that, in the case of subparagraphs (ii) and (iii) above, such Mortgage was Recorded, before the delinquent Assessment was due. The Association will have the power to subordinate the aforesaid Assessment lien to any other lien. Such power will be entirely discretionary with the Board, and such subordination may be signed by an authorized officer of the Association. The Association may, at its option and without prejudice to the priority or enforceability of the Assessment lien granted hereunder, prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot or Condominium Unit covered by such lien and a description of the Lot or Condominium Unit. Such notice may be signed by one of the officers of the Association and will be Recorded. Each Owner, by accepting a deed or ownership interest to a Lot or Condominium Unit subject to this Covenant will be deemed conclusively to have granted a power of sale to the Association to secure and enforce the Assessment lien granted hereunder. The Assessment liens and rights to foreclosure thereof will be in addition to and not in substitution of any other rights and remedies the Association may have pursuant to Applicable Law and under this Covenant, including the rights of the Association to institute suit against such Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien. In any foreclosure proceeding, such Owner will be required to pay the costs, expenses and reasonable attorney's fees incurred. The Association will have the power to bid (in cash or by credit against the amount secured by the lien) on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association will report to said Mortgagee any unpaid Assessments remaining unpaid for longer than sixty (60) days after the same are due. The lien hereunder will not be affected by the sale or transfer of any Lot or Condominium Unit; except, however, that in the event of foreclosure of any lien superior to the Assessment lien, the lien for any Assessments that were due and payable before the foreclosure sale will be extinguished, provided that past-

due Assessments will be paid out of the proceeds of such foreclosure sale only to the extent that funds are available after the satisfaction of the indebtedness secured by the Mortgage. The provisions of the preceding sentence will not, however, relieve any subsequent Owner (including any Mortgagee or other purchaser at a foreclosure sale) from paying Assessments becoming due and payable after the foreclosure sale. Upon payment of all sums secured by a lien of the type described in this *Section 5.13*, the Association will upon the request of the Owner, and at such Owner's cost, execute a release of lien relating to any lien for which written notice has been Recorded as provided above, except in circumstances in which the Association has already foreclosed such lien. Such release must be signed by an authorized officer of the Association and Recorded. In addition to the lien hereby retained, in the event of nonpayment by any Owner of any Assessment and after the lapse of at least twelve (12) days since such payment was due, the Association may, upon five (5) days' prior written notice (which may run concurrently with such 12 day period) to such Owner, in addition to all other rights and remedies available pursuant to Applicable Law, equity or otherwise, terminate, in such manner as the Board deems appropriate, any utility or cable services, provided through the Association and not paid for directly by an Owner or Occupant to the utility or service provider. Such notice will consist of a separate mailing or hand delivery at least five (5) days prior to a stated date of disconnection, with the title "termination notice" or similar language prominently displayed on the notice. The notice will include the office or street address where the Owner or the Owner's tenant can make arrangements for payment of the bill and for reconnection of service. Any utility or cable service will not be disconnected or terminated on a day, or immediately preceding a day, when personnel are not available for the purpose of collection and reconnecting such services. Except as otherwise provided by Applicable Law, the sale or transfer of a Lot or Condominium Unit will not relieve the Owner of such Lot or Condominium Unit or such Owner's transferee from liability for any Assessments thereafter becoming due or from the lien associated therewith. If an Owner conveys its Lot or Condominium Unit and on the date of such conveyance Assessments against the Lot or Condominium Unit remain unpaid, or said Owner owes other sums or fees under this Covenant to the Association, the Owner will pay such amounts to the Association out of the sales price of the Lot or Condominium Unit, and such sums will be paid in preference to any other charges against the Lot or Condominium Unit other than liens superior to the Assessment liens and charges in favor of the State of Texas or a political subdivision thereof for taxes on the Lot or Condominium Unit which are due and unpaid. The Owner conveying such Lot or Condominium Unit will remain personally liable for all such sums until the same are fully paid, regardless of whether the transferee of the Lot or Condominium Unit also assumes the obligation to pay such amounts. The Board may adopt an administrative transfer fee to cover the administrative expenses associated with updating the Association's records upon the transfer of a Lot or Condominium Unit to a third party; provided, however, that no administrative transfer fee will be due upon the transfer of a Lot or Condominium Unit from Declarant to a third party.

5.14 Exempt Property. The following area within the Development will be exempt from the Assessments provided for in this *Article 5*:

(a) All area dedicated and accepted by a Governmental Entity;

(b) The Common Area and the Special Common Area; and

(c) Any portion of the Property or Development owned by Declarant or Landowner, except as set forth in *Section 5.09* and *Section 5.10(f)*.

No portion of the Property will be subject to the terms and provisions of this Covenant, and no portion of the Property (or any owner thereof) will be obligated to pay Assessments hereunder unless and until such Property has been made subject to the terms of this Covenant by the Recording of a Notice of Applicability in accordance with *Section 9.05* below.

5.15 Fines and Damages Assessment.

(a) Board Assessment. The Board may assess fines against an Owner for violations of the Documents committed by such Owner, an Occupant, or an Owner's or Occupant's guests, agents or invitees pursuant to the *Fine and Enforcement Policy* contained in the Community Manual. Any fine and/or charge for damage levied in accordance with this *Section 5.15* will be considered an Individual Assessment pursuant to this Covenant. Each day of violation may be considered a separate violation if the violation continues after written notice to the Owner. The Board may assess damage charges against an Owner for pecuniary loss to the Association from property damage or destruction of Common Area, Special Common Area, Service Area, or any Improvements, caused by the Owner, the Occupant, or their guests, agents, or invitees. The Manager will have authority to send notices to alleged violators, informing them of their violations and asking them to comply with the Documents and/or informing them of potential or probable fines or damage assessments. The Board may from time to time adopt a schedule of fines.

(b) Lien Created. The payment of each fine and/or damage charge levied by the Board against the Owner of a Lot or Condominium Unit is, together with interest as provided in *Section 5.12* hereof and all costs of collection, including attorney's fees as herein provided, secured by the lien granted to the Association pursuant to *Section 5.01(b)* of this Covenant. The fine and/or damage charge will be considered an Assessment for the purpose of this *Article 5* and will be enforced in accordance with the terms and provisions governing the enforcement of Assessments pursuant to this *Article 5*.

ARTICLE 6
HERITAGE MILL REVIEWER

6.01 Architectural Control By Declarant. During the Development Period, neither the Association, the Board, nor a committee appointed by the Association or Board (no matter how the committee is named) may involve itself with the approval of any Improvements. Until expiration of the Development Period, the Heritage Mill Reviewer for Improvements is Declarant or its designee. Notwithstanding anything to the contrary in this Covenant, no Improvement constructed or caused to be constructed by Declarant will be subject to the terms and provisions of this *Article 6* and need not be approved in accordance herewith.

(a) Declarant's Rights Reserved. Each Owner, by accepting an interest in or title to a Lot or Condominium Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees that during the Development Period no Improvements will be started or progressed without the prior written approval of Declarant, which approval may be granted or withheld at Declarant's sole discretion. In reviewing and acting on an application for approval, Declarant may act solely in its self-interest and owes no duty to any other person or any organization. Declarant may designate one or more persons from time to time to act on its behalf in reviewing and responding to applications.

(b) Delegation by Declarant. During the Development Period, Declarant may from time to time, but is not obligated to, delegate all or a portion of its reserved rights under this Article to an architectural control committee appointed by the Board or a committee comprised of architects, engineers, or other persons who may or may not be Members of the Association. Any such delegation must be in writing and must specify the scope of delegated responsibilities. Any such delegation is at all times subject to the unilateral rights of Declarant to: (i) revoke such delegation at any time and reassume jurisdiction over the matters previously delegated until expiration of twenty-four (24) months after the expiration of the Development Period; and (ii) to veto any decision which Declarant in its sole discretion determines to be inappropriate or inadvisable for any reason. Declarant is not responsible for: (i) errors in or omissions from the plans and specifications submitted to Declarant; (ii) supervising construction for the Owner's compliance with approved plans and specifications; or (iii) the compliance of the Owner's plans and specifications with Applicable Law.

6.02 Architectural Control by Association. Unless and until such time as Declarant delegates all or a portion of its reserved rights to the Board, or the Development Period is terminated or expires, the Association has no jurisdiction over architectural matters. On termination or expiration of the Development Period, or earlier if delegated in writing by Declarant, the Association, acting through an architectural control committee (the "**ACC**") will assume jurisdiction over architectural control and will have the powers of the Heritage Mill Reviewer hereunder.

(a) ACC. The ACC will consist of at least three (3) but not more than seven (7) persons appointed by the Board. Members of the ACC serve at the pleasure of the Board and may be removed and replaced at the Board's discretion. At the Board's option, the Board may act as the ACC, in which case all references in the Documents to the ACC will be construed to mean the Board. Members of the ACC need not be Owners or Occupants, and may but need not include architects, engineers, and design professionals whose compensation, if any, may be established from time to time by the Board.

(b) Limits on Liability. The ACC has sole discretion with respect to taste, design, and all standards specified by this Article. The members of the ACC have no liability for the ACC's decisions made in good faith, and which are not arbitrary or capricious. The ACC is not responsible for: (i) errors in or omissions from the plans and

specifications submitted to the ACC; (ii) supervising construction for the Owner's compliance with approved plans and specifications; or (iii) the compliance of the Owner's plans and specifications with governmental codes and ordinances, state and federal laws.

(c) Release. **EACH OWNER, BY ACCEPTING TITLE TO ALL OR ANY PORTION OF THE DEVELOPMENT, HEREBY RELEASES AND HOLDS HARMLESS DECLARANT, LANDOWNER, THE HERITAGE MILL REVIEWER, THE ASSOCIATION AND THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE HERITAGE MILL REVIEWER'S ACTS OR ACTIVITIES UNDER THIS COVENANT.**

6.03 Prohibition of Construction, Alteration and Improvement. No Improvement, or any addition, alteration, improvement, installation, modification, redecoration, or reconstruction thereof may occur unless approved in advance by the Heritage Mill Reviewer. The Heritage Mill Reviewer has the right but not the duty to evaluate every aspect of construction, landscaping, and property use that may adversely affect the general value or appearance of the Property and the Development. Unless otherwise provided in the Design Guidelines, if any, an Owner will have the right to modify, alter, repair, decorate, redecorate, or improve the interior of an Improvement located on such Owner's Lot or within such Owner's Condominium Unit, provided that such action is not visible from any other portion of the Development or Property.

6.04 Architectural Approval.

(a) Submission and Approval of Plans and Specifications. Construction plans and specifications or, when an Owner desires solely to plat, re-subdivide or consolidate Lots or Condominium Units, a proposal for such plat, re-subdivision or consolidation, will be submitted in accordance with the Design Guidelines, if any, or any additional rules adopted by the Heritage Mill Reviewer together with any review fee which is imposed by the Heritage Mill Reviewer in accordance with *Section 6.04(b)*. No plat, re-subdivision or consolidation will be made, nor any Improvement placed or allowed on any Lot or Condominium Unit, until the plans and specifications and the contractor which the Owner intends to use to construct the proposed Improvement have been approved in writing by the Heritage Mill Reviewer. The Heritage Mill Reviewer may, in reviewing such plans and specifications consider any information that it deems proper; including, without limitation, any permits, environmental impact statements or percolation tests that may be required by the Heritage Mill Reviewer or any other entity; and harmony of external design and location in relation to surrounding structures, topography, vegetation, and finished grade elevation. The Heritage Mill Reviewer may postpone its review of any plans and specifications submitted for approval pending receipt of any information or material which Heritage Mill Reviewer, in its sole discretion, may require. Site plans must be approved by the Heritage Mill Reviewer prior to the clearing of any Lot or Condominium Unit, or the construction of any Improvements. The Heritage Mill

Reviewer may refuse to approve plans and specifications for proposed Improvements, or for the plat, re-subdivision or consolidation of any Lot or Condominium Unit on any grounds that, in the sole and absolute discretion of the Heritage Mill Reviewer, are deemed sufficient, including, but not limited to, purely aesthetic grounds. Notwithstanding any provision to the contrary in this Covenant, the Heritage Mill Reviewer may issue an approval to Homebuilders or a Residential Developer for the construction of Improvements based on the review and approval of plan types and adopt a procedure which differs from the procedures for review and approval otherwise set forth in this Covenant.

(b) Design Guidelines. The Heritage Mill Reviewer will have the power, from time to time, to adopt, amend, modify, or supplement the Design Guidelines, if any, which may apply to all or any portion of the Development. In the event of any conflict between the terms and provisions of the Design Guidelines, if any, and the terms and provisions of this Covenant, the terms and provisions of this Covenant will control. In addition, the Heritage Mill Reviewer will have the power and authority to impose a fee for the review of plans, specifications and other documents and information submitted to it pursuant to the terms of this Covenant. Such charges will be held by the Heritage Mill Reviewer and used to defray the administrative expenses and any other costs incurred by the Heritage Mill Reviewer in performing its duties hereunder; provided, however, that any excess funds held by the Heritage Mill Reviewer will be distributed to the Association at the end of each calendar year. The Heritage Mill Reviewer will not be required to review any plans until a complete submittal package, as required by this Covenant and the Design Guidelines, if any, is assembled and submitted to the Heritage Mill Reviewer. The Heritage Mill Reviewer will have the authority to adopt such additional or alternate procedural and substantive rules and guidelines not in conflict with this Covenant (including, without limitation, the imposition of any requirements for a compliance deposit, certificates of compliance or completion relating to any Improvement, and the right to approve in advance any contractor selected for the construction of Improvements), as it may deem necessary or appropriate in connection with the performance of its duties hereunder.

(c) Failure to Act. In the event that any plans and specifications are submitted to the Heritage Mill Reviewer as provided herein, and the Heritage Mill Reviewer fails to either approve or reject such plans and specifications for a period of sixty (60) days following such submission, the plans and specifications will be deemed disapproved.

(d) Variances. The Heritage Mill Reviewer may grant variances from compliance with any of the provisions of the Documents, when, in the opinion of the Heritage Mill Reviewer, in its sole and absolute discretion, such variance is justified. All variances must be evidenced in writing and, if Declarant has assigned its rights to the ACC, must be approved by Declarant until expiration or termination of the Development Period, or otherwise by a Majority of the members of the ACC. Each variance must also be Recorded; provided, however, that failure to Record a variance will not affect the

validity thereof or give rise to any claim or cause of action against the Heritage Mill Reviewer, Declarant, the Board or the ACC. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in the Documents will be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance will not operate to waive or amend any of the terms and provisions of the Documents for any purpose, except as to the particular property and in the particular instance covered by the variance, and such variance will not be considered to establish a precedent for any future waiver, modification, or amendment of the terms and provisions of the Documents.

(e) Duration of Approval. The approval of the Heritage Mill Reviewer of any final plans and specifications, and any variances granted by the Heritage Mill Reviewer will be valid for a period of one hundred and eighty (180) days only. If construction in accordance with such plans and specifications or variance is not commenced within such one hundred and eighty (180) day period and diligently prosecuted to completion thereafter, the Owner will be required to resubmit such final plans and specifications or request for a variance to the Heritage Mill Reviewer, and the Heritage Mill Reviewer will have the authority to re-evaluate such plans and specifications in accordance with this *Section 6.04(e)* and may, in addition, consider any change in circumstances which may have occurred since the time of the original approval.

(f) No Waiver of Future Approvals. The approval of the Heritage Mill Reviewer to any plans or specifications for any work done or proposed in connection with any matter requiring the approval or consent of the Heritage Mill Reviewer will not be deemed to constitute a waiver of any right to withhold approval or consent as to any plans and specifications on any other matter, subsequently or additionally submitted for approval by the same or a different person, nor will such approval or consent be deemed to establish a precedent for future approvals by the Heritage Mill Reviewer.

6.05 Non-Liability of Heritage Mill Reviewer. NEITHER DECLARANT, THE BOARD, NOR THE HERITAGE MILL REVIEWER WILL BE LIABLE TO ANY OWNER OR TO ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR INJURY ARISING OUT OF THE PERFORMANCE OF THE HERITAGE MILL REVIEWER'S DUTIES UNDER THIS COVENANT.

6.06 Post-Development Period ACC Appointment Requirements. The provisions of this *Section 6.06* shall apply solely upon and after the expiration or termination of the Development Period (the "**Post-Development Period Date**"). The provisions of this *Section 6.06* shall not apply during the Development Period and shall not be construed to limit, impair, or restrict Declarant's rights, powers, authorities, or discretions reserved under this Covenant or Applicable Law during the Development Period. For the avoidance of doubt, nothing in this *Section 6.06* is intended to limit any rights of Declarant expressly reserved under *Section 6.01*, and the ACC may continue to be appointed and administered as provided in *Section 6.01* to the maximum extent permitted by Applicable Law. This *Section 6.06* is intended to comply with Texas Property Code §209.00506, as amended.

(a) Solicitation of Interest. At least ten (10) days before the Board appoints or elects, or meets to appoint or elect, a person to serve on the ACC, the Board shall deliver a solicitation notice to the Members in accordance with subsection (b) below.

(b) Delivery of Solicitation Notice. The solicitation notice required by subsection (a) shall be delivered by one of the following methods: (A) by United States mail to each Member; or (B) by electronic mail to each Member who has registered an electronic mail address with the Association, and by providing community notice through one or more of the following supplemental methods: (1) posting on any Association website; or (2) posting in a conspicuous location within the Property or on Common Area, in each case in a manner reasonably designed to provide notice to Members.

(c) Content of Solicitation Notice. The solicitation notice shall include: (1) a description of the ACC position or positions to be filled; (2) instructions for submitting a notice of interest to serve on the ACC; and (3) the deadline for receipt of a notice of interest, which deadline shall be no earlier than the tenth (10th) day after the solicitation notice is delivered.

(d) Eligibility to Serve. Except as provided in subsection (v) below, from and after the Post-Development Period Date, a person may not be appointed or elected to serve on the ACC if the person is: (1) a current member of the Board; (2) the spouse of a current member of the Board; or (3) a person residing in the household of a current member of the Board, except as otherwise expressly permitted in the event of a vacancy under Section 209.00506(d) of the Texas Property Code, as amended. For avoidance of doubt, the restrictions in this subsection (d) apply only to appointments or elections made after the Post-Development Period Date and do not limit any committee authority retained or exercised by Declarant during the Development Period to the maximum extent permitted by Applicable Law.

(e) Selection; Vacancies. A person may not be selected to serve as a member of the ACC unless the person has timely notified the Association of the person's interest in serving on the ACC in response to the solicitation notice delivered pursuant to subsection (i); provided, however, that if a vacancy on the ACC remains after all eligible candidates who timely provided notice of interest have been considered and have declined or are otherwise unavailable, the Board may appoint any person to fill the vacancy, including: (1) a current member of the Board; (2) the spouse of a current member of the Board; or (3) a person residing in the household of a current member of the Board.

6.07 Non-Liability of Heritage Mill Reviewer. If the ACC denies an Owner's application for approval of any Improvement or other matter requiring ACC approval under this Covenant, the following provisions shall apply. The provisions of this *Section 6.07* shall apply in addition to, and not in limitation of, the ACC's authority under *Sections 6.04(a)* through *6.04(c)* above. This *Section 6.07* is intended to comply with Texas Property Code §209.00505, as amended.

(a) Denial Notice. If an application is denied, the ACC (or the Association on behalf of the ACC) shall deliver written notice of denial to the Owner by certified mail, hand delivery, or electronic delivery to the extent permitted by Applicable Law. The denial notice shall: (1) state the specific grounds for denial in reasonable detail; (2) identify any modifications to the application that would result in approval or conditional approval, if applicable; and (3) advise the Owner of the right to request an appeal hearing before the Board by submitting a written request to the Board on or before the thirtieth (30th) day after the date the denial notice is mailed or otherwise delivered.

(b) Request for Appeal Hearing. An Owner who has received a denial notice pursuant to subsection (i) may request an appeal hearing before the Board by delivering a written request to the Board or the Association's managing agent not later than the thirtieth (30th) day after the date the denial notice is mailed or otherwise delivered. Failure to timely request an appeal hearing shall constitute a waiver of the Owner's right to an appeal hearing with respect to such denial.

(c) Hearing Notice and Timing. If the Board receives a timely written request for an appeal hearing, the Board shall hold the hearing not later than the thirtieth (30th) day after the date the Board receives the Owner's request. Notice of the appeal hearing shall be provided to the Owner at least ten (10) days before the date of the hearing and shall state the date, time, and place (or, if the hearing is held remotely or in hybrid format, the electronic or telephonic means of access) of the hearing. Only one (1) appeal hearing is required with respect to any single denial.

(d) Hearing Procedures. During the appeal hearing, the Board or the Association's designated representative and the Owner or the Owner's designated representative shall each be provided with the opportunity to: (1) discuss and verify facts relevant to the denial; (2) resolve the denial of the Owner's application or request; and (3) discuss and address any changes requested by the ACC in the denial notice. The Board or the Owner may request a postponement of the hearing for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. The Association or the Owner may make an audio recording of the hearing; provided that the party intending to record the hearing shall disclose such intention before the hearing begins. Following the hearing, the Board may affirm, modify, or reverse, in whole or in part, any decision of the ACC, to the extent consistent with this Covenant, the Design Guidelines (if any), and Applicable Law.

(e) Additional Procedures. The Board may, by resolution, adopt additional procedural rules and guidelines for the conduct of appeal hearings under this Section 6.07, including a suggested hearing agenda and format, provided that such rules and guidelines are not inconsistent with this Covenant or Applicable Law.

ARTICLE 7
MORTGAGE PROVISIONS

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Lots or Condominium Units within the Development. The provisions of this Article apply to the Covenant and the Bylaws of the Association.

7.01 Notice of Action. An institutional holder, insurer, or guarantor of a first Mortgage which provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot or Condominium Unit to which its Mortgage relates, thereby becoming an "**Eligible Mortgage Holder**"), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Development or which affects any Lot or Condominium Unit on which there is an Mortgage held, insured, or guaranteed by such Eligible Mortgage Holder; or

(b) Any delinquency in the payment of Assessments or charges owed for a Lot or Condominium Unit subject to the Mortgage of such Eligible Mortgage Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Documents relating to such Lot or Condominium Unit or the Owner or Occupant which is not cured within sixty (60) days after notice by the Association to the Owner of such violation; or

(c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

7.02 Examination of Books. The Association will permit Mortgagees to examine the books and records of the Association during normal business hours.

7.03 Taxes, Assessments and Charges. All taxes, assessments and charges that may become liens prior to first lien Mortgages under Applicable Law will relate only to the individual Lots or Condominium Units and not to any other portion of the Development.

ARTICLE 8
EASEMENTS

8.01 Right of Ingress and Egress. Declarant, its agents, employees, successors and assigns will have a right of ingress and egress over and the right of access to the Common Area or Special Common Area to the extent necessary to use the Common Area or Special Common Area and the right to such other temporary uses of the Common Area or Special Common Area as may be required or reasonably desirable (as determined by Declarant in its sole discretion) in connection with construction and development of the Property or the Development. The Development will be subject to a perpetual non-exclusive easement for the installation and maintenance, including the right to read meters, service or repair lines and equipment, and to do

any work necessary to properly maintain and furnish the Community Services and Systems and the facilities pertinent and necessary to the same, which easement will run in favor of Declarant. Declarant will have the right, but not the obligation, to install and provide the Community Services and Systems and to provide the services available through the Community Services and Systems to any and all Lots or Condominium Units within the Development. Neither the Association nor any Owner will have any interest therein. Any or all of such services may be provided either: (i) directly through the Association and paid for as part of the Assessments; or (ii) directly by Declarant, any affiliate of Declarant, or a third party, to the Owner who receives the services. The Community Services and Systems, including any fees or royalties paid or revenue generated therefrom, will be the property of Declarant unless transferred by Declarant, whereupon any proceeds of such transfer shall belong to Declarant. Declarant will have the right but not the obligation to convey, transfer, sell or assign all or any portion of the Community Services and Systems or all or any portion of the rights, duties or obligations with respect thereto, to the Association or to any Person. The rights of Declarant with respect to the Community Services and Systems installed by Declarant and the services provided through such Community Services and Systems are exclusive, and no other person may provide such services through the Community Services and Systems installed by Declarant without the prior written consent of Declarant. In recognition of the fact that interruptions in the Community Services and Systems services will occur from time to time, no person or entity described above will in any manner be liable, and no user of the Community Services and Systems will be entitled to any refund, rebate, discount or offset in applicable fees, for any interruption in Community Services and Systems services, regardless of whether or not same is caused by reasons within the control of the then-provider of such services.

8.02 Reserved Easements. All dedications, limitations, restrictions and reservations shown on any Plat and all grants and dedications of easements, rights-of-way, restrictions and related rights made by Declarant or any third-party prior to any portion of the Property becoming subject to this Covenant are incorporated herein by reference and made a part of this Covenant for all purposes as if fully set forth herein, and will be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant. Declarant reserves the right to relocate, make changes in, and additions to said easements, rights-of-way, dedications, limitations, reservations and grants for the purpose of developing the Property and the Development.

8.03 Roadway and Utility Easements. Declarant hereby reserves for itself and its assigns a perpetual non-exclusive easement over and across the Development for: (i) the installation, operation and maintenance of utilities and associated infrastructure to serve the Development, the Property, and any other property owned by Declarant or Landowner; (ii) the installation, operation and maintenance of cable lines and associated infrastructure for sending and receiving data and/or other electronic signals, security and similar services to serve the Development, the Property, and any other property owned by Declarant; (iii) the installation, operation and maintenance of walkways, pathways and trails, drainage systems, street lights and signage to serve the Development, the Property, and any other property owned by Declarant; and (iv) the installation, location, relocation, construction, erection and maintenance of any

streets, roadways, or other areas to serve the Development, the Property, and any other property owned by Declarant or Landowner. Declarant will be entitled to unilaterally assign the easements reserved hereunder to any third party who owns, operates or maintains the facilities and Improvements described in (i) through (iv) of this *Section 8.03*. In addition, Declarant may designate all or any portion of the easements or facilities constructed therein as Common Area, Special Common Area, or a Service Area.

8.04 Entry and Fencing Easement. Declarant reserves for itself, its successors and assigns, and the Association, an easement over and across the Development for the installation, maintenance, repair or replacement of fencing and subdivision entry facilities (including monumentation, landscaping, irrigation, hardscaping, grading and related facilities) which serves the Development, the Property, and any other property owned by Declarant or Landowner. Declarant will have the right, from time to time, to Record a notice which identifies the fencing and/or subdivision entry facilities to which the easement reserved hereunder applies. Declarant may designate all or any portion of the fencing and/or subdivision entry facilities as Common Area, Special Common Area, or a Service Area.

8.05 Landscape, Monumentation and Signage Easement. Declarant hereby reserves for itself, its successors and assigns, and the Association, an easement over and across the Development for the installation, maintenance, repair or replacement of landscaping, monumentation and signage which serves the Development, the Property, and any other property owned by Declarant or Landowner. Declarant will have the right, from time to time, to Record a notice which identifies the landscaping, monumentation, and signage to which the easement reserved hereunder applies. Declarant may designate all or any portion of the landscaping, monumentation, and signage as Common Area, Special Common Area, or a Service Area.

8.06 Easement for Maintenance of Drainage Facilities. Declarant may grant easements for the benefit of a Governmental Entity or third party for the inspection, monitoring, operation, maintenance, replacement, upgrade and repair, as applicable, of certain drainage facilities that may be constructed to convey and receive stormwater runoff within the Development. From time to time, Declarant may impress upon certain portions of the Development, for the benefit of a Governmental Entity or third party, additional easements for the inspection, monitoring, operation, maintenance, replacement, upgrade and repair, as applicable, of other drainage facilities that convey and receive stormwater runoff as set forth in one or more declarations, agreements or other written instruments as the same will be Recorded.

8.07 Easement to Inspect and Right to Correct. For a period of ten (10) years after the expiration of the Development Period, Declarant reserves for itself and for Declarant's architect, engineer, other design professionals, builder and general contractor the right, but not the duty, to inspect, monitor, test, redesign, correct and relocate any structure, Improvement or condition that may exist on any portion of the Property, including the Lots and Condominium Units, and a perpetual nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise this right. The party exercising such rights will promptly repair, at its sole

expense, any damage resulting from the exercise of this right. By way of illustration but not limitation, relocation of mechanical or electrical facilities may be warranted by a change of circumstance, imprecise siting of the original facilities, or the desire or necessity to comply more fully with Applicable Law. This *Section 8.07* may not be construed to create a duty for Declarant, the Association, or any architect, engineer, other design professionals, builder or general contractor, and may not be amended without Declarant's advanced written consent. In support of this reservation, each Owner, by accepting an interest in or title to a Lot or Condominium Unit, hereby grants to Declarant an easement of access and entry over, across, under, and through the Property, including without limitation, all Common Areas, Special Common Areas, and the Owner's Lot or Condominium Unit, and all Improvements thereon for the purposes contained in this *Section 8.07*.

ARTICLE 9
DEVELOPMENT RIGHTS

9.01 Development. It is contemplated that the Development will be developed pursuant to a plan, which may, from time to time, be amended or modified by Declarant in its sole and absolute discretion. Declarant reserves the right, but will not be obligated, to designate Development Areas, and to create and/or designate Lots, Condominium Units, Common Area, Special Common Area, and Service Areas, and to subdivide all or any portion of the Development and Property. As each area is conveyed, developed or dedicated, Declarant may Record one or more Development Area Declarations and designate the use, classification and such additional covenants, conditions and restrictions as Declarant may deem appropriate for that area. Any Development Area Declaration may provide its own procedure for the amendment thereof.

9.02 Special Declarant Rights. Notwithstanding any provision of this Covenant to the contrary, at all times, Declarant will have the right and privilege: (i) to erect and maintain advertising signs (illuminated or non-illuminated), sales flags, other sales devices and banners for the purpose of aiding the sale of Lots and Condominium Units in the Development; (ii) to maintain Improvements upon Lots, including the Common Area and Special Common Area, as sales, model, management, business and construction offices or visitor centers at no charge; and (iii) to maintain and locate construction trailers and construction tools and equipment within the Development. The construction, placement or maintenance of Improvements by Declarant will not be considered a nuisance.

9.03 Addition of Land. Declarant, with Landowner's consent for so long as Landowner owns any portion of the Property, may, at any time and from time to time, add additional lands to the Property and, upon the Recording of a notice of addition of land, such land will be considered part of the Property for purposes of this Covenant, and upon the further Recording of a Notice of Applicability meeting the requirements of *Section 9.05* below, such added lands will be considered part of the Development subject to this Covenant and the terms, covenants, conditions, restrictions and obligations set forth in this Covenant, and the rights, privileges, duties and liabilities of the persons subject to this Covenant will be the same with respect to such added land as with respect to the lands originally covered by this Covenant. Such

added land need not be contiguous to the Property. To add lands to the Property, Declarant will be required only to Record, a notice of addition of land (which notice may be contained within any Development Area Declaration affecting such land) containing the following provisions:

(a) A reference to this Covenant, which reference will state the document number or volume and page wherein this Covenant is Recorded;

(b) A statement that such land will be considered Property for purposes of this Covenant, and that upon the further Recording of a Notice of Applicability meeting the requirements of *Section 9.05* of this Covenant, all of the terms, covenants, conditions, restrictions and obligations of this Covenant will apply to the added land; and

(c) A legal description of the added land.

9.04 Withdrawal of Land. Declarant, with Landowner's consent for so long as Landowner owns any portion of the Property, may, at any time and from time to time, reduce or withdraw from the Property, including the Development, and remove and exclude from the burden of this Covenant and the jurisdiction of the Association any portion of the Development. Upon any such withdrawal and removal, this Covenant and the covenants conditions, restrictions and obligations set forth herein will no longer apply to the portion of the Development withdrawn. To withdraw lands from the Property or the Development hereunder, Declarant will be required only to Record a notice of withdrawal of land containing the following provisions:

(a) A reference to this Covenant, which reference will state the document number or volume and page number wherein this Covenant is Recorded;

(b) A statement that the provisions of this Covenant will no longer apply to the withdrawn land; and

(c) A legal description of the withdrawn land.

9.05 Notice of Applicability. Upon Recording, this Covenant serves to provide notice that at any time, and from time to time, Declarant, and Declarant only, may subject all or any portion of the Property to the terms, covenants, conditions, restrictions and obligations of this Covenant and any applicable Development Area Declaration. This Covenant and any applicable Development Area Declaration will apply to and burden a portion or portions of the Property upon the Recording of a Notice of Applicability describing such applicable portion of the Property by a legally sufficient description and expressly providing that such Property will be considered a part of the Development and will be subject to the terms, covenants conditions, restrictions and obligations of this Covenant and any applicable Development Area Declaration. To be effective, a Notice of Applicability must be executed by Declarant, and the property included in the Notice of Applicability need not be owned by Declarant if included within the Property. Declarant may also cause a Notice of Applicability to be Recorded covering a portion of the Property for the purpose of encumbering such Property with this Covenant and any Development Area Declaration previously Recorded by Declarant (which Notice of Applicability

may amend, modify or supplement the restrictions, set forth in the Development Area Declaration, which will apply to such Property). To make the terms and provisions of this Covenant applicable to a portion of the Property, Declarant will be required only to cause a Notice of Applicability to be Recorded containing the following provisions:

(a) A reference to this Covenant, which reference will state the document number or volume and page number wherein this Covenant is Recorded;

(b) A reference, if applicable, to the Development Area Declaration which will apply to such portion of the Property (with any amendment, modification, or supplementation of the restrictions set forth in the Development Area Declaration which will apply to such portion of the Property), which reference will state the document number or volume and page wherein the Development Area Declaration is Recorded;

(c) A statement that all of the provisions of this Covenant will apply to such portion of the Property;

(d) A legal description of such portion of the Property; and

(e) If applicable, a description of any Special Common Area or Service Area which benefits the Property and the beneficiaries of such Special Common Area or Service Area.

NOTICE TO TITLE COMPANY

NO PORTION OF THE PROPERTY IS SUBJECT TO THE TERMS AND PROVISIONS OF THIS COVENANT AND THIS COVENANT DOES NOT APPLY TO ANY PORTION OF THE PROPERTY UNLESS A NOTICE OF APPLICABILITY DESCRIBING SUCH PROPERTY AND REFERENCING THIS COVENANT HAS BEEN RECORDED.

9.06 Assignment of Declarant's Rights. Notwithstanding any provision in this Covenant to the contrary, Declarant may—with Landowner's prior written consent for the duration of the Option Agreement—by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights, reservations and duties under this Covenant to any person or entity and may permit the participation, in whole, in part, exclusively, or non-exclusively, by any other person or entity in any of its privileges, exemptions, rights, reservations and duties hereunder.

9.07 Notice of Plat Recordation. Declarant may, at any time and from time to time, Record a notice of plat recordation (a "**Notice of Plat Recordation**"). A Notice of Plat Recordation is Recorded for the purpose of more clearly identifying specific Lots subject to the terms and provisions of this Covenant after portions of the Development are made subject to a Plat. Unless otherwise provided in the Notice of Plat Recordation, portions of the Development included in

the Plat identified in the Notice of Plat Recordation, but not shown as a Residential Lot on such Plat, will be automatically withdrawn from the terms and provisions of this Covenant (without the necessity of complying with the withdrawal provisions set forth in *Section 9.04*). Declarant will have no obligation to Record a Notice of Plat Recordation and failure to Record a Notice of Plat Recordation will in no event remove any portion of the Development from the terms and provisions of this Covenant.

ARTICLE 10
GENERAL PROVISIONS

10.01 Term. Upon the Recording of a Notice of Applicability pursuant to *Section 9.05*, the terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Covenant will run with and bind the portion of the Property described in such notice, and will inure to the benefit of and be enforceable by the Association, and every Owner, including Declarant and Landowner, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Covenant is Recorded, and continuing through and including January 1, 2075, after which time this Covenant will be automatically extended for successive periods of ten (10) years unless a change (the word "change" meaning a termination, or change of term or renewal term) is approved by Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. Notwithstanding any provision in this *Section 10.01* to the contrary, if any provision of this Covenant would be unlawful, void, or voidable by reason of any Applicable Law restricting the period of time that covenants on land may be enforced, such provision will expire twenty-one (21) years after the death of the last survivor of the now living, as of the date of the first Recording of this document, descendants of King Charles III, King of England.

10.02 Eminent Domain. In the event it becomes necessary for any Governmental Entity to acquire all or any part of the Common Area or Special Common Area for any public purpose during the period this Covenant is in effect, the Board is hereby authorized to negotiate with such Governmental Entity for such acquisition and to execute instruments necessary for that purpose. Should acquisitions by eminent domain become necessary, only the Board need be made a party, and in any event the proceeds received will be held by the Association for the benefit of the Owners. In the event any proceeds attributable to acquisition of Common Area are paid to Owners, such payments will be allocated on the basis of Assessment Units and paid jointly to the Owners and the holders of first Mortgages or deeds of trust on the respective Lot or Condominium Unit. In the event any proceeds attributable to acquisition of Special Common Area are paid to Owners who have been assigned the obligation to pay Special Common Area Assessments attributable to such Special Common Area, such payment will be allocated on the basis of Assessment Units and paid jointly to such Owners and the holders of first Mortgages or deeds of trust on the respective Lot or Condominium Unit.

10.03 Amendment. This Covenant may be amended or terminated by the Recording of an instrument executed and acknowledged by: (i) Declarant acting alone; or (ii) by the president

and secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Declarant (until expiration or termination of the Development Period) and Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. No amendment will be effective without the written consent of Declarant during the Development Period. Notwithstanding the foregoing, for so long as Landowner owns any portion of the Property, this Covenant may not be amended or terminated without Landowner's prior written consent.

10.04 Enforcement. Except as otherwise provided herein, any Owner of Lot, at such Owner's own expense, Declarant and the Association will have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, charges and other terms now or hereafter imposed by the provisions of the Documents. The Association and/or Declarant may initiate, defend or intervene in any action brought to enforce any provision of the Documents. Such right of enforcement will include both damages for and injunctive relief against the breach of any provision hereof. Every act or omission whereby any provision of the Documents is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner of a Lot (at such Owner's own expense), Declarant or the Association. Any violation of any Applicable Law pertaining to the ownership, occupancy, or use of any portion of the Property is hereby declared to be a violation of this Covenant and subject to all of the enforcement procedures set forth herein. Failure to enforce any right, provision, covenant, or condition set forth in the Documents will not constitute a waiver of the right to enforce such right, provision, covenants or condition in the future. Failure of Declarant or the Association to enforce the terms and provisions of the Documents shall in no event give rise to any claim or liability against Declarant, the Association, or any of their partners, directors, officers, or agents. EACH OWNER, BY ACCEPTING TITLE TO ALL OR ANY PORTION OF THE DEVELOPMENT, HEREBY RELEASES AND SHALL HOLD HARMLESS EACH OF DECLARANT, THE ASSOCIATION, AND THEIR PARTNERS, DIRECTORS, OFFICERS, OR AGENTS FROM AND AGAINST ANY DAMAGES, CLAIMS, OR LIABILITY ASSOCIATED WITH THE FAILURE OF DECLARANT OR THE ASSOCIATION TO ENFORCE THE TERMS AND PROVISIONS OF THE DOCUMENTS.

10.05 No Warranty of Enforceability. Declarant makes no warranty or representation as to the present or future validity or enforceability of any restrictive covenants, terms, or provisions contained in this Covenant. Any Owner acquiring a Lot or Condominium Unit in reliance on one or more of such restrictive covenants, terms, or provisions will assume all risks of the validity and enforceability thereof and, by acquiring the Lot or Condominium Unit, agrees to hold Declarant harmless therefrom.

10.06 Higher Authority. The terms and provisions of this Covenant are subordinate to Applicable Law. Generally, the terms and provisions of this Covenant are enforceable to the extent they do not violate or conflict with Applicable Law.

10.07 Severability. If any provision of this Covenant is held to be invalid by any court of competent jurisdiction, such invalidity will not affect the validity of any other provision of this Covenant, or, to the extent permitted by Applicable Law, the validity of such provision as applied to any other person or entity.

10.08 Conflicts. If there is any conflict between the provisions of this Covenant, the Certificate, the Bylaws, the Community Manual, the Design Guidelines, if any, or any Rules adopted pursuant to the terms of such documents, or any Development Area Declaration, the provisions of this Covenant will govern.

10.09 Gender. Whenever the context so requires, all words herein in the male gender will be deemed to include the female or neuter gender, all singular words will include the plural, and all plural words will include the singular.

10.10 Acceptance by Owners. Each Owner of a Lot, Condominium Unit, or other real property interest in the Development, by the acceptance of a deed of conveyance, accepts the same subject to all terms, restrictions, conditions, covenants, reservations, easements, liens and charges, and the jurisdiction rights and powers created or reserved by this Covenant or to whom this Covenant is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared. Furthermore, each Owner agrees that no assignee or successor to Declarant hereunder will have any liability for any act or omission of Declarant which occurred prior to the effective date of any such succession or assignment. All impositions and obligations hereby imposed will constitute covenants running with the land within the Development, and will bind any person having at any time any interest or estate in the Development, and will inure to the benefit of each Owner in like manner as though the provisions of this Covenant were recited and stipulated at length in each and every deed of conveyance.

10.11 Damage and Destruction.

(a) Claims. Promptly after damage or destruction by fire or other casualty to all or any part of the Common Area or Special Common Area covered by insurance, the Board, or its duly authorized agent, will proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair of the damage. Repair, as used in this *Section 10.10(a)*, means repairing or restoring the Common Area or Special Common Area to substantially the same condition as existed prior to the fire or other casualty.

(b) Repair Obligations. Any damage to or destruction of the Common Area or Special Common Area will be repaired unless the Board decides within sixty (60) days after the casualty not to repair. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair, or both, are not made available to the Association within said period, then the period will be extended until such information will be made available.

(c) Restoration. In the event that the Board should determine that the damage or destruction of the Common Area or Special Common Area shall not be repaired and does not authorize alternative Improvements, then the Association shall restore the affected portion of the Common Area or Special Common Area to its natural state and maintain is as an undeveloped portion of the Common Area by the Association in a neat and attractive condition.

(d) Special Assessment for Common Area. If insurance proceeds are paid to restore or repair any damaged or destroyed Common Area, and such proceeds are not sufficient to defray the cost of such repair or restoration, the Board will levy a Special Assessment, as provided in *Article 5*, against all Owners. Additional Assessments may be made in like manner at any time during or following the completion of any repair.

(e) Special Assessment for Special Common Area. If insurance proceeds are paid to restore or repair any damaged or destroyed Special Common Area, and such proceeds are not sufficient to defray the cost of such repair or restoration, the Board will levy a Special Assessment, as provided in *Article 5*, against all Owners who have been assigned the obligation to pay Special Common Area Assessments attributable to such Special Common Area. Additional Assessments may be made in like manner at any time during or following the completion of any repair.

(f) Proceeds Payable to Owners. In the event that any proceeds of insurance policies are paid to Owners as a result of any damage or destruction to any Common Area, such payments will be allocated based on Assessment Units and paid jointly to the Owners and the holders of first Mortgages or deeds of trust on their Lots or Condominium Units.

(g) Proceeds Payable to Owners Responsible for Special Common Area. In the event that any proceeds of insurance policies are paid to Owners as a result of any damage or destruction to Special Common Area, such payments will be allocated based on Assessment Units and will be paid jointly to the Owners who have been assigned the obligation to pay Special Common Area Assessments attributable to such Special Common Area and the holders of first Mortgages or deeds of trust on their Lots or Condominium Units.

10.12 No Partition. Except as may be permitted in this Covenant or amendments thereto, no physical partition of the Common Area or Special Common Area or any part thereof will be permitted, nor will any person acquiring any interest in the Development or any part thereof seek any such judicial partition unless all or the portion of the Development in question has been removed from the provisions of this Covenant pursuant to *Section 9.04* above. This *Section 10.12* will not be construed to prohibit the Board from acquiring and disposing of tangible personal property or from acquiring title to real property that may or may not be subject to this Covenant.

10.13 View Impairment. Neither Declarant, the Heritage Mill Reviewer, the ACC, nor the Association guarantee or represent that any view over and across the Lots, Condominium Units, or any open space within the Development will be preserved without impairment. Declarant, the Heritage Mill Reviewer, the ACC, and the Association will have no obligation to relocate, prune, or thin trees or other landscaping. The Association (with respect to any Common Area or Special Common Area) will have the right to add trees and other landscaping from time to time, subject to Applicable Law. There will be no express or implied easements for view purposes or for the passage of light and air.

10.14 Safety and Security. Each Owner and Occupant of a Lot or Condominium Unit, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property in the Development. The Association may, but shall not be obligated to, maintain or support certain activities within the Development designed to promote or enhance the level of safety or security which each person provides for himself or herself and his or her property. However, none of the Association, Declarant, or any of their directors, officers, employees or agents, will in any way be considered insurers or guarantors of safety or security within the Development, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

No representation or warranty is made that any systems or measures, including security monitoring systems or any mechanism or system for limiting access to the Development, cannot be compromised or circumvented; or that any such system or security measures undertaken shall in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands, and will be responsible for informing any Occupants of such Owner's Lot or Condominium Unit that the Association, its Board, employees, agents, and committees, and Declarant are not insurers or guarantors of security or safety and that each person within the Development assumes all risks of personal injury and loss or damage to property, including any residences or Improvements constructed upon any Lot or Condominium Unit and the contents thereof, resulting from acts of third parties.

10.15 Facilities Open to the Public. Certain facilities and areas within the Development will be open for the use and enjoyment of the public. Such facilities and areas may include, by way of example, greenbelts, trails and paths, parks, roads, sidewalks and medians.

10.16 Water Quality Facilities. Portions of the Development may include one or more water quality facilities, sedimentation, drainage and detention facilities, ponds or related improvements which serve all or a portion of the Development, the Property, or additional land (collectively, the "**Facilities**"). Declarant hereby reserves for itself and its assigns a perpetual non-exclusive easement over and across the Development for the installation, maintenance, repair or replacement of the Facilities. The Facilities may be designated by Declarant in a Recorded notice to identify the particular Facilities to which the easement reserved hereunder applies, or otherwise dedicated to the public or applicable governmental authority (which may include retention of maintenance responsibility by the Association), conveyed and transferred to any applicable Governmental Entity or conveyed and transferred to the Association as Common

Area, Special Common Area or a Service Area. If the Facilities are designated or conveyed or maintenance responsibility reserved or assigned to the Association as Common Area, Special Common Area or a Service Area, the Association will be required to maintain and operate the Facilities in accordance with Applicable Law, or the requirements of any applicable Governmental Entity.

10.17 Notices. Any notice permitted or required to be given to any person by this Covenant must be in writing and may be delivered either personally, or by overnight delivery or by mail, or as otherwise provided in this Covenant or required by Applicable Law. If delivery is made by mail, it will be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person in writing to the Association for the purpose of service of notices. If delivery is made personally or by overnight delivery by using a nationally recognized overnight delivery service, it will be deemed to have been delivered at 5:00 pm, CST, on the date a copy of the notice has been delivered to the person at the address given by such person in writing to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

10.18 Declarant Fine Authority. During the Development Period, Declarant may assess fines against an Owner for violations of the Documents which have been committed by an Owner, an Occupant, or any guests, agents, family members, or invitees of an Owner or Occupant. Declarant uses fines to discourage violations of the Documents, and to encourage compliance when a violation occurs - not to punish violators or generate revenue for Declarant. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to Declarant for enforcing the Documents. Declarant may from time to time adopt a schedule of fines. If the violation of the Documents is ongoing or continuous, the fine may be assessed on a periodic basis (such as daily, monthly, or quarterly). If the violation is not ongoing, but is instead sporadic or periodic, the fine may be levied on a per occurrence basis. An Owner is liable for fines levied by Declarant for violations of the Documents by the Owner, an Occupant, or any guests, agents, family members, or invitees of the Owner or Occupant. Regardless of who commits the violation, Declarant will direct its communications to the Owner, although Declarant may send copies of its notices to the Occupants.

ARTICLE 11
DISPUTE RESOLUTION

11.01 Introduction and Definitions. Declarant, the Association and its officers, directors, and committee members, Owners and all other parties subject to this Covenant (collectively, the "**Parties**"), agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving the Development without the emotional and financial costs of litigation and arbitration if at all possible. Accordingly, each Party hereby covenants and agrees that this *Article 11* applies to all Claims as hereinafter defined. This *Article 11* may only be amended with the prior written approval of Declarant, the Association (acting through a Majority

of the Board), and Owners holding 100% of votes in the Association. As used in this *Article 11* only, the following words, when capitalized, have the following specified meanings:

(a) "**Claim**" means: (i) Claims relating to the rights and/or duties of Declarant, the Association, the Heritage Mill Reviewer, or the ACC under the Documents; or (ii) Claims relating to the acts or omissions of Declarant, the Association or a Board member or officer of the Association during Declarant's control and administration of the Association, and any claim asserted against the ACC or the Heritage Mill Reviewer; or (iii) Claims relating to the design or construction of Improvements on the Common Area, Special Common Area, Lots or Condominium Units.

(b) "**Claimant**" means any Party having a Claim against any other Party.

(c) "**Respondent**" means any Party against which a Claim has been asserted by a Claimant.

11.02 Mandatory Procedures. Claimant may not initiate any proceeding before any administrative tribunal seeking redress of resolution of its Claim until Claimant has complied with the procedures of this *Article 11*. As provided in *Section 11.09* below, a Claim will be resolved by binding arbitration.

11.03 Claims Affecting Common Areas or Special Common Areas. In accordance with *Section 3.13* above, the Association does not have the power or right to institute, defend, intervene in, settle, or compromise litigation or administrative proceedings: (i) in the name of or on behalf of any Owner (whether one or more); or (ii) pertaining to a Claim, as defined in *Section 11.01* above, relating to the design or construction of Improvements on a Lot or Condominium Unit (whether one or more). In the event the Association or an Owner asserts a Claim related to the Common Areas or Special Common Areas, as a precondition to providing the Notice defined in *Section 11.05*, initiating the mandatory dispute resolution procedures set forth in this *Article 11*, or taking any other action to prosecute a Claim, the Association or an Owner, as applicable, must:

(a) Independent Report on the Condition of the Common Areas or Special Common Areas. Obtain an independent third party report (the "**Common Area Report**") from a licensed professional engineer which: (i) identifies the Common Areas or Special Common Areas subject to the Claim including the present physical condition of the Common Areas or Special Common Areas; (ii) describes any modification, maintenance, or repairs to the Common Areas or Special Common Areas performed by the Owner(s) and/or the Association; (iii) provides specific and detailed recommendations regarding remediation and/or repair of the Common Areas or Special Common Areas subject to the Claim. For the purposes of this *Section 11.03(a)*, an independent third-party report is a report obtained directly by the Association or an Owner and paid for by the Association or an Owner, as applicable, and not prepared by a person employed by or otherwise affiliated with the attorney or law firm that represents or will represent the Association or an Owner in the Claim. As a precondition to providing the Notice described in *Section*

11.05, the Association or Owner must provide at least ten (10) days prior written notice of the inspection, calculated from the date or receipt of such notice, to each party subject to a Claim which notice shall identify the independent third-party engaged to prepare the Common Area Report, the specific Common Areas or Special Common Areas to be inspected, and the date and time the inspection will occur. Each party subject to a Claim may attend the inspection, personally or through an agent. Upon completion, the Common Area Report shall be provided to each party subject to a Claim. In addition, before providing the Notice described in *Section 11.05*, the Association or Owner, as applicable, shall have permitted each party subject to a Claim the right, for a period of ninety (90) days, to inspect and correct, any condition identified in the Common Area Report.

(b) Claims by Association – Owner Meeting and Approval. If the Claim is brought by the Association, the Association must first obtain approval from Members holding sixty-seven percent (67%) of the votes in the Association to: (i) provide the Notice described in *Section 11.05*; (ii) initiate the mandatory dispute resolution procedures set forth in this *Article 11*; or (iii) take any other action to prosecute a Claim. Approval from Members must be obtained at a special meeting of Members called in accordance with the Bylaws. The notice of meeting required hereunder will be provided pursuant to the Bylaws but the notice must also include: (xi) the nature of the Claim, the relief sought, the anticipated duration of prosecuting the Claim, and the likelihood of success; (xii) a copy of the Common Area Report; (xiii) a copy of any proposed engagement letter, with the terms of such engagement between the Association and an attorney to be engaged by the Association to assert or provide assistance with the claim (the "**Engagement Letter**"); (xiv) a description of the attorney fees, consultant fees, expert witness fees, and court costs, whether incurred by the Association directly or for which it may be liable if it is not the prevailing party or that the Association will be required, pursuant to the Engagement Letter or otherwise, to pay if the Association elects to not proceed with the Claim; (xv) a summary of the steps previously taken, and proposed to be taken, to resolve the Claim; (xvi) an estimate of the impact on the value of each Lot and Condominium Unit if the Claim is prosecuted and an estimate of the impact on the value of each Lot and Condominium Unit after resolution of the Claim; (xvii) an estimate of the impact on the marketability of each Lot and Condominium Unit if the Claim is prosecuted and during prosecution of the Claim, and an estimate of the impact on the value of each Lot and Condominium Unit during and after resolution of the Claim; (xviii) the manner in which the Association proposes to fund the cost of prosecuting the Claim; and (xix) the impact on the finances of the Association, including the impact on present and projected reserves, in the event the Association is not the prevailing party. The notice required by this paragraph must be prepared and signed by a person other than, and not employed by or otherwise affiliated with, the attorney or law firm that represents or will represent the Association in the Claim. In the event Members approve providing the Notice described in *Section 11.05*, or taking any other action to prosecute a Claim, the Members holding a

Majority of the votes in the Association, at a special meeting called in accordance with the Bylaws, may elect to discontinue prosecution or pursuit of the Claim.

11.04 Claim by Owners – Improvements on Lots or Condominium Unit. Notwithstanding anything contained herein to the contrary, in the event a warranty is provided to an Owner by Declarant or a Homebuilder relating to the design or construction of any Improvements located on a Lot or Condominium Unit, then this *Article 11* will only apply to the extent that this *Article 11* is more restrictive than such Owner's warranty, as determined in Declarant's sole discretion. If a warranty has not been provided to an Owner relating to the design or construction of any Improvements located on a Lot or Condominium Unit, then this *Article 11* will apply. If an Owner brings a Claim, as defined in *Section 11.01*, relating to the design or construction of any Improvements located on a Lot or Condominium Unit (whether one or more), as a precondition to providing the Notice defined in *Section 11.05*, initiating the mandatory dispute resolution procedures set forth in this *Article 11*, or taking any other action to prosecute a Claim, the Owner must obtain an independent third-party report (the "**Owner Improvement Report**") from a licensed professional engineer which: (i) identifies the Improvements subject to the Claim including the present physical condition of the Improvements; (ii) describes any modification, maintenance, or repairs to the Improvements performed by the Owner(s) and/or the Association; and (iii) provides specific and detailed recommendations regarding remediation and/or repair of the Improvements subject to the Claim. For the purposes of this Section, an independent third-party report is a report obtained directly by the Owner and paid for by the Owner, and not prepared by a person employed by or otherwise affiliated with the attorney or law firm that represents or will represent the Owner in the Claim. As a precondition to providing the Notice described in *Section 11.05*, the Owner must provide at least ten (10) days prior written notice of the inspection, calculated from the date of receipt of such notice, to each party subject to a Claim which notice shall identify the independent third-party engaged to prepare the Owner Improvement Report, the specific Improvements to be inspected, and the date and time the inspection will occur. Each party subject to a Claim may attend the inspection, personally or through an agent. Upon completion, the Owner Improvement Report shall be provided to each party subject to a Claim. In addition, before providing the Notice described in *Section 11.05*, the Owner shall have permitted each party subject to a Claim the right, for a period of ninety (90) days, to inspect and correct, any condition identified in the Owner Improvement Report.

11.05 Notice. Claimant must notify Respondent in writing of the Claim (the "**Notice**"), stating plainly and concisely: (i) the nature of the Claim, including date, time, location, persons involved, and Respondent's role in the Claim; (ii) the basis of the Claim (*i.e.*, the provision of the Restrictions or other authority out of which the Claim arises); (iii) what Claimant wants Respondent to do or not do to resolve the Claim; and (iv) that the Notice is given pursuant to this *Section 11.05*. For Claims governed by Chapter 27 of the Texas Property Code, the time period for negotiation in *Section 11.06* below, is equivalent to the sixty (60) day period under Section 27.004 of the Texas Property Code. If a Claim is subject to Chapter 27 of the Texas Property Code, the Claimant and Respondent are advised, in addition to compliance with *Section 11.06* to comply with the terms and provisions of Section 27.004 of the Texas Property Code during such sixty (60) day period. *Section 11.06* does not modify or extend the time period set forth in Section 27.004 of

the Texas Property Code. Failure to comply with the time periods or actions specified in Section 27.004 of the Texas Property Code could affect a Claim if the Claim is subject to Chapter 27 of the Texas Property Code. The one hundred and twenty (120) day period for mediation set forth in *Section 11.07* below, is intended to provide the Claimant and Respondent with sufficient time to resolve the Claim in the event resolution is not accomplished during negotiation. If the Claim is not resolved during negotiation, mediation pursuant to *Section 11.07* is required without regard to the monetary amount of the Claim.

If the Claimant is the Association, the Notice will also include: (a) a true and correct copy of the Common Area Report; (b) a copy of the Engagement Letter; (c) copies of all reports, studies, analyses, and recommendations obtained by the Association related to the Common Area or Special Common Area which forms the basis of the Claim; (d) a true and correct copy of the special meeting notice provided to Members in accordance with Section 11.*03(b)* above; and (e) and reasonable and credible evidence confirming that Members holding sixty-seven percent (67%) of the votes in the Association approved providing the Notice. If the Claimant is not the Association and the Claim pertains to the Improvements on a Lot or Condominium Unit, the Notice will also include a true and correct copy of the Owner Improvement Report.

11.06 Negotiation. Claimant and Respondent will make every reasonable effort to meet in person to resolve the Claim by good faith negotiation. Within sixty (60) days after Respondent's receipt of the Notice, Respondent and Claimant will meet at a mutually acceptable place and time to discuss the Claim. If the Claim involves all or any portion of the Property, then at such meeting or at some other mutually-agreeable time, Respondent and Respondent's representatives will have full access to the Property that is subject to the Claim for the purposes of inspecting the Property. If Respondent elects to take corrective action, Claimant will provide Respondent and Respondent's representatives and agents with full access to the Property to take and complete corrective action.

11.07 Mediation. If the parties negotiate, but do not resolve the Claim through negotiation within one-hundred twenty (120) days from the date of the Notice (or within such other period as may be agreed on by the parties), Claimant will have thirty (30) additional days within which to submit the Claim to mediation under the auspices of a mediation center or individual mediator on which the parties mutually agree. The mediator must have at least five (5) years of experience serving as a mediator and must have technical knowledge or expertise appropriate to the subject matter of the Claim. If Claimant does not submit the Claim to mediation within the 30-day period, Respondent may submit the Claim to mediation in accordance with this *Section 11.07*.

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

11.09 Binding Arbitration-Claims. All Claims must be settled by binding arbitration. Claimant or Respondent may, by summary proceedings (*e.g.*, a plea in abatement or motion to stay further proceedings), bring an action in court to compel arbitration of any Claim not referred to arbitration as required by this *Section 11.09*.

(a) Governing Rules. If a Claim has not been resolved after mediation as required by *Section 11.07*, the Claim will be resolved by binding arbitration in accordance with the terms of this *Section 11.09* and the rules and procedures of the American Arbitration Association ("**AAA**") or, if the AAA is unable or unwilling to act as the arbitrator, then the arbitration shall be conducted by another neutral reputable arbitration service selected by Respondent in Travis County, Texas. Regardless of what entity or person is acting as the arbitrator, the arbitration shall be conducted in accordance with the AAA's "Construction Industry Dispute Resolution Procedures" and, if they apply to the disagreement, the rules contained in the Supplementary Procedures for Consumer-Related Disputes. If such Rules have changed or been renamed by the time a disagreement arises, then the successor rules will apply. Also, despite the choice of rules governing the arbitration of any Claim, if the AAA has, by the time of Claim, identified different rules that would specifically apply to the Claim, then those rules will apply instead of the rules identified above. In the event of any inconsistency between any such applicable rules and this *Section 11.09*, this *Section 11.09* will control. Judgment upon the award rendered by the arbitrator shall be binding and not subject to appeal except as provided in *Section 11.09(d)*, but may be reduced to judgment or enforced in any court having jurisdiction. Notwithstanding any provision to the contrary or any applicable rules for arbitration, any arbitration with respect to Claims arising hereunder shall be conducted by a panel of three (3) arbitrators, to be chosen as follows: (i) one arbitrator shall be selected by Respondent, in its sole and absolute discretion; (ii) one arbitrator shall be selected by the Claimant, in its sole and absolute discretion; and (iii) one arbitrator shall be selected by mutual agreement of the arbitrators having been selected by Respondent and the Claimant, in their sole and absolute discretion.

(b) Exceptions to Arbitration; Preservation of Remedies. No provision of, nor the exercise of any rights under, this *Section 11.09* will limit the right of Claimant or Respondent, and Claimant and the Respondent will have the right during any Claim, to seek, use, and employ ancillary or preliminary remedies, judicial or otherwise, for the purposes of realizing upon, preserving, or protecting upon any property, real or personal, that is involved in a Claim, including, without limitation, rights and remedies relating to: (i) exercising self-help remedies (including set-off rights); or (ii) obtaining provisions or ancillary remedies such as injunctive relief, sequestration, attachment, garnishment, or the appointment of a receiver from a court having jurisdiction before, during, or after the pendency of any arbitration. The institution and maintenance of an action for judicial relief or pursuit of provisional or ancillary remedies or exercise of self-help remedies shall not constitute a waiver of the right of any party to submit the Claim to arbitration nor render inapplicable the compulsory arbitration provisions hereof.

(c) Statute of Limitations. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding under this *Section 11.09*.

(d) Scope of Award; Modification or Vacation of Award. The arbitrator shall resolve all Claims in accordance with the applicable substantive law. The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of this *Section 11.09* and subject to *Section 11.10* below (attorney's fees and costs may not be awarded by the arbitrator); provided, however, that for a Claim, or any portion of a Claim governed by Chapter 27 of the Texas Property Code, or any successor statute, in no event shall the arbitrator award damages which exceed the damages a Claimant would be entitled to under Chapter 27 of the Texas Property Code. In all arbitration proceedings the arbitrator shall make specific, written findings of fact and conclusions of law. In all arbitration proceedings the parties shall have the right to seek vacation or modification of any award that is based in whole, or in part, on: (i) factual findings that have no legally or factually sufficient evidence, as those terms are defined in Texas law; (ii) conclusions of law that are erroneous; (iii) an error of federal or state law; or (iv) a cause of action or remedy not expressly provided under existing state or federal law. In no event may an arbitrator award speculative, consequential or punitive damages for any Claim.

(e) Other Matters. To the maximum extent practicable, an arbitration proceeding hereunder shall be concluded within one hundred and eighty (180) days of the filing of the Claim for arbitration by notice from either party to the other. Arbitration proceedings hereunder shall be conducted in Travis County, Texas. The arbitrator shall be empowered to impose sanctions and to take such other actions as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the Texas Rules of Civil Procedure and Applicable Law. Each party agrees to keep all Claims and arbitration proceedings strictly confidential, except for disclosures of information required in the ordinary course of business of the parties or by Applicable Law or regulation. In no event shall any party discuss with the news media or grant any interviews with the news media regarding a Claim or issue any press release regarding any Claim without the written consent of the other parties to the Claim.

11.10 Allocation of Costs. Notwithstanding any provision in this Covenant on the contrary, each Party bears all of its own costs incurred prior to and during the proceedings described in *Sections 11.03, 11.04, 11.05, 11.06* and *11.07* above, including its attorney's fees. Respondent and Claimant will equally divide all expenses and fees charged by the mediator and arbitrator.

11.11 General Provisions. A release or discharge of Respondent from liability to Claimant on account of the Claim does not release Respondent from liability to persons who are not party to Claimant's Claim.

11.12 Period of Limitation.

(a) For Actions by an Owner. The exclusive period of limitation for any of the Parties to bring any Claim, shall be the earliest of: (i) for Claims alleging construction defect or defective design, two (2) years and one (1) day from the date that the Owner discovered or reasonably should have discovered evidence of the Claim; (ii) for Claims other than those alleging construction defect or defective design, four (4) years and one

(1) day from the date that the Owner discovered or reasonably should have discovered evidence of the Claim; or (iii) for all Claims, the applicable statute of limitations under Texas law. In no event shall this *Section 11.12(a)* be intended to extend any period of limitations under Texas law.

(b) For Actions by the Association. The exclusive period of limitation for the Association to bring any Claim, including, but not limited to, a Claim of construction defect or defective design of the Common Areas or Special Common Areas, shall be the earliest of: (i) for Claims alleging construction defect or defective design, two (2) years and one (1) day from the date that the Association or its agents discovered or reasonably should have discovered evidence of the Claim; (ii) for Claims other than those alleging construction defect or defective design of the Common Areas or Special Common Areas, four (4) years and one (1) day from the date that the Association discovered or reasonably should have discovered evidence of the Claim; or (iii) for all Claims, the applicable statute of limitations under Texas law. In no event shall this *Section 11.12(b)* be intended to extend any period of limitations under Texas law.

11.13 Funding Arbitration and Litigation. The Association must levy a Special Assessment to fund the estimated costs of arbitration, including estimated attorney's fees, conducted pursuant to this *Article 11* or any judicial action initiated by the Association. The Association may not use its annual operating income or reserve funds or savings to fund arbitration or litigation, unless the Association's annual budget or a savings account was established and funded from its inception as an arbitration and litigation reserve fund.

EXECUTED to be effective on the date this instrument is Recorded.

[SIGNATURE PAGE FOLLOWS]

DECLARANT:

CLAYTON PROPERTIES GROUP, INC.,
a Tennessee corporation doing business in Texas as
BROHN HOMES

By:_____
Adam B. Boenig, Vice President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 10th day of June, 2026 by Adam B. Boenig, Vice President of Clayton Properties Group, Inc., a Tennessee corporation doing business in Texas as Brohn Homes, on behalf of said corporation.

(SEAL)

_____
Notary Public Signature

Makinley Morgan LaBure
My Commission Expires
4/15/2028
Notary ID 134852033

LANDOWNER:

DOMAIN TIMBERLAKE MULTISTATE, LLC,
a Delaware limited liability company

By: Domain Timberlake Holdings, LLC,
Its Manager

By: _____
Name: Marc Valdes
Its: Authorized Signatory

THE STATE OF NEW YORK §

COUNTY OF NEW YORK §

This instrument was acknowledged before me on the 11 day of June, 2026, by Marc Valdes, Authorized Signatory of Domain Timberlake Holdings, LLC, Manager of Domain Timberlake Multistate, LLC, a Delaware limited liability company, on behalf of said limited liability companies.

(SEAL)

_____
Notary Public Signature

DEBORAH BRAZIER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BR0041391
Qualified in Suffolk County
Commission Expires September 08, 2029

EXHIBIT "A"

PROPERTY

A 271.214 ACRE TRACT OF LAND LOCATED IN THE JAMES HICKMAN SURVEY NUMBER 24, ABSTRACT NUMBER 291, AND THE WILLIAM GATLIN SURVEY NUMBER 23, ABSTRACT 271, WILLIAMSON COUNTY, TEXAS, SAVE AND EXCEPT THAT CERTAIN 2.061 ACRE TRACT OF LAND DEDICATED AS THE SHILOH MCCUTCHEON CEMETERY. SAID 271.214 ACRE TRACT AND 2.061 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 271.214 ACRE TRACT OF LAND IN THE JAMES HICKMAN SURVEY NUMBER 24, ABSTRACT NUMBER 291, AND THE WILLIAM GATLIN SURVEY NUMBER 23, ABSTRACT 271, WILLIAMSON COUNTY, TEXAS; BEING THE REMAINDER OF A CALLED 99 ACRE TRACT OF LAND, (THIRD TRACT) ATTACHMENT "C" TO EXHIBIT "A", AND A CALLED 175 ACRE TRACT OF LAND (FIRST TRACT) ATTACHMENT "C" TO EXHIBIT "A", BOTH TRACTS AS CONVEYED IN AN INSTRUMENT TO WALLIN FARM & RANCH PARTNERSHIP, LTD RECORDED IN DOCUMENT NUMBER 2004043044, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 271.214 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING FOR A POINT OF REFERENCE AT A BROKEN TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) TYPE I CONCRETE RIGHT-OF-WAY MONUMENT FOUND ON THE EAST LINE OF A CALLED 15.01 ACRE TRACT OF LAND CONVEYED UNTO THE HUTTO INDEPENDENT SCHOOL DISTRICT IN DOCUMENT NUMBER 2006015406 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AT THE NORTHWEST CORNER OF THE NORTH TERMINUS OF COUNTY ROAD 163 (APPARENT R.O.W. ~ VARIES), NO DEED OF RECORD FOUND, AT A SOUTHWEST CORNER OF F.M. 1660 (R.O.W. ~ VARIES), AS DESCRIBED IN VOLUME 384, PAGE 608 AND VOLUME 386, PAGE 411 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DOCUMENT NUMBERS 2016064873, 2016064874, 2016064888, 2016075808, AND 2016096242 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, **THENCE**, S 82°35'02" E, OVER AND ACROSS THE RIGHT-OF-WAY OF SAID COUNTY ROAD 163, A DISTANCE OF 42.60 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET AT THE NORTHEAST CORNER OF THE NORTH TERMINUS OF SAID COUNTY ROAD 163, AT THE NORTHWESTERLY CORNER OF THE REMAINDER OF SAID 99 ACRE TRACT, FOR THE NORTHWEST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, IN AN EASTERLY DIRECTION, COINCIDENT WITH THE COMMON LINE OF THE REMAINDER OF SAID 99 ACRE TRACT AND THE SOUTH RIGHT-OF-WAY LINE OF F.M. 1661 THE FOLLOWING THREE (3) COURSES:

1) S 82°35'02" E, A DISTANCE OF 437.93 FEET (DEED S 81°13' E) TO A TXDOT TYPE I RIGHT-OF- WAY MONUMENT FOUND AT THE BEGINNING OF A NON-TANGENT CURVE;

2) CURVING TO THE LEFT WITH A RADIUS OF 1,741.28 FEET, AN ARC LENGTH 250.12 FEET, A CENTRAL ANGLE OF 08°13'48", A CHORD BEARING OF S 78°42'14" E, AND A CHORD DISTANCE OF 249.91 FEET, TO A BROKEN TXDOT TYPE I RIGHT-OF-WAY MONUMENT FOUND AT THE END OF THIS CURVE;

3) S 82°49'08" E, A DISTANCE OF 208.63 FEET, (DEED S 81°13' E) TO A 1/2-INCH IRON ROD FOUND AT THE COMMON CORNER OF THE REMAINDER OF THE 99 ACRE TRACT AND A CALLED 3.616 ACRE TRACT OF LAND AS CONVEYED UNTO MICHAEL W. MAHER II IN DOCUMENT NUMBER 2019100608 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS, A NORTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, DEPARTING SAID COMMON LINE, COINCIDENT WITH THE COMMON LINE OF THE REMAINDER OF THE 99 ACRE TRACT AND SAID 3.616 ACRE TRACT, THE FOLLOWING THREE (3) COURSES;

1) S 08°15'06" W, A DISTANCE OF 780.51 FEET, (DEED S 09°39'45" W, 780.07 FEET) TO A 1/2-INCH IRON ROD FOUND FOR A RE-ENTRANT CORNER OF THE HEREIN DESCRIBED TRACT;

2) S 82°42'43" E, A DISTANCE OF 316.94 FEET, (DEED S 81°17' E, 316.27 FEET) TO A 1/2-INCH IRON ROD FOUND FOR A RE-ENTRANT CORNER OF THE HEREIN DESCRIBED TRACT;

3) N 07°49'47" E, A DISTANCE OF 754.15 FEET, (DEED N 09°17'15" E) TO A TXDOT TYPE III ALUMINUM CAP RIGHT-OF-WAY MONUMENT FOUND ON THE AFOREMENTIONED CURVILINEAR SOUTH RIGHT-OF-WAY LINE OF F.M. 1660, AT THE COMMON CORNER OF THE REMAINDER OF THE 99 ACRE TRACT AND THE 3.616 ACRE TRACT AT THE BEGINNING OF A NON-TANGENT CURVE FOR A NORTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, IN AN EASTERLY DIRECTION, COINCIDENT WITH THE COMMON LINE OF THE REMAINDER OF THE 99 ACRE TRACT AND THE SOUTH RIGHT-OF-WAY LINE OF F.M. 1661 THE FOLLOWING FIVE (5) COURSES;

1) CURVING TO THE LEFT WITH A RADIUS OF 1040.00 FEET, (DEED 1,040.00 FEET) AN ARC LENGTH 128.94 FEET, (129.38 FEET) A CENTRAL ANGLE OF 07°06'13" (DEED 07°07'41") A CHORD BEARING OF S 79°06'05" E, (DEED S 79°06'30" E) AND A CHORD DISTANCE OF 128.86 FEET, (DEED 129.30 FEET) TO A TXDOT TYPE II RIGHT-OF-WAY MONUMENT FOUND AT THE END OF THIS CURVE;

2) S 82°38'29" E, A DISTANCE OF 217.94 FEET, (DEED S 82°40' 21" E, 217.50 FEET) TO A 1/2- INCH IRON ROD WITH A CAP STAMPED "BGE, INC" SET AT A RE-ENTRANT CORNER OF THE HEREIN DESCRIBED TRACT CORNER;

3) N 07°44'07" E, A DISTANCE OF 35.02 FEET, (DEED N 07°41'37" E, 35.02 FEET) TO A TXDOT TYPE II RIGHT-OF-WAY MONUMENT FOUND, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

4) S 82°37'22" E, A DISTANCE OF 290.28 FEET, (DEED S 81°13' E) TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE, INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

5) S 82°46'22" E, A DISTANCE OF 618.46 FEET, (DEED S 81°22' E, 617.7 FEET) TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE, INC" SET AT THE COMMON CORNER OF THE REMAINDER OF THE 99 ACRE TRACT AND THE REMAINDER OF A 59 ACRE TRACT OF LAND AS CONVEYED UNTO THOMAS A. GOLA IN DOCUMENT NUMBER 1998014517 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 07°48'41" W, (DEED S 10° W) DEPARTING SAID COMMON LINE, COINCIDENT WITH THE COMMON LINE OF SAID REMAINDER OF THE 59 ACRE TRACT, THE REMAINDER OF THE 99 ACRE TRACT AND THE AFOREMENTIONED CALLED 175 ACRE TRACT, PASSING AT A DISTANCE OF 5,789.93 FEET A 2-INCH IRON PIPE FOUND ON LINE AND CONTINUING A TOTAL DISTANCE OF 5,849.02 FEET TO A CALCULATED POINT IN THE CENTER OF BRUSHY CREEK ON THE NORTH LINE OF LOT 132, THE LOOKOUT AT BRUSHY CREEK SUBDIVISION AS RECORDED IN CABINET Q, SLIDES 288-298 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AT THE COMMON CORNER OF THE REMAINDER OF THE 59 ACRE TRACT AND THE 175 ACRE TRACT FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, IN A NORTHWESTERLY DIRECTION ALONG THE MEANDERS OF THE CENTERLINE OF BRUSHY CREEK, COINCIDENT WITH THE COMMON LINE OF THE 175 ACRE TRACT AND LOTS 132, 133, & 134, SAID THE LOOKOUT AT BRUSHY CREEK, AN AREA OF UNCLEAR TITLE (OLD APPARENT R.O.W.), A CALLED 23.4488 ACRE TRACT OF LAND CONVEYED UNTO RAMSWAROOP R. BODDU A/K/A RAMSWAROOP BODDU AND SPOUSE RESMI SURENDRAN IN DOCUMENT NUMBER 2008062891 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, CALLED 12.2254 ACRE TRACT OF LAND CONVEYED UNTO KELLEY R. BUCHANAN AND SAMMY D. BUCHANAN IN DOCUMENT NUMBER 2011071560 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND A CALLED 10.286 ACRE TRACT OF LAND CONVEYED UNTO ROBERT G. VITEK AND WIFE VICKIE V. VITEK

IN VOLUME 812, PAGE 282 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS THE FOLLOWING EIGHTEEN (18) COURSES:

1) N 88°44'41" W, A DISTANCE OF 93.70 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

2) N 74°40'50" W, A DISTANCE OF 155.02 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

3) N 50°00'02" W, A DISTANCE OF 106.55 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

4) N 08°17'00" E, A DISTANCE OF 141.71 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

5) N 40°26'55" E, A DISTANCE OF 212.66 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT FOR CORNER;

6) N 33°05'26" E, A DISTANCE OF 126.52 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

7) N 22°46'03" W, A DISTANCE OF 194.42 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

8) N 56°30'03" W, A DISTANCE OF 365.50 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

9) N 69°48'10" W, A DISTANCE OF 236.62 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

10) S 72°50'18" W, A DISTANCE OF 218.77 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

11) N 74°42'49" W, A DISTANCE OF 348.05 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

12) N 42°34'53" W, A DISTANCE OF 207.72 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

13) N 39°39'54" W, A DISTANCE OF 321.50 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

14) N 42°52'21" W, A DISTANCE OF 276.61 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

15) N 27°16'46" W, A DISTANCE OF 237.70 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

16) N 54°01'20" W, A DISTANCE OF 140.37 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

17) N 75°48'19" W, A DISTANCE OF 118.98 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

18) S 85°30'32" W, A DISTANCE OF 105.35 FEET TO A CALCULATED POINT AT THE SOUTHEAST CORNER OF THE SOUTHERN TERMINUS OF THE AFOREMENTIONED APPARENT RIGHT-OF-WAY OF COUNTY ROAD 163 AT THE SOUTHWEST CORNER OF THE 175 ACRE TRACT FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 07°48'41" E, (DEED N 10° E) COINCIDENT WITH THE COMMON LINE OF THE 175 ACRE TRACT, THE REMAINDER OF THE AFOREMENTIONED 99 ACRE TRACT AND THE EAST APPARENT RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 163, A DISTANCE OF 4,236.51 FEET, TO THE **POINT OF BEGINNING** AND CONTAINING 271.214 ACRES OF LAND, MORE OR LESS.

SAVE AND EXCEPT THE FOLLOWING:

A 2.061 ACRE TRACT OF LAND IN THE WILLIAM GATLIN SURVEY NUMBER 23, ABSTRACT 271, WILLIAMSON COUNTY, TEXAS, DEDICATED AS THE SHILOH MCCUTCHEON CEMETERY IN DOCUMENT NUMBER 2009031126 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 2.061 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING FOR A POINT OF REFERENCE at a 1/2-inch iron rod with a cap stamped "BGE, INC" set on the aforementioned south right-of-way line F.M. 1660 at the northeast corner of the aforementioned remainder of a called 99 acre tract of land, THENCE, S 21°23'54" E, over and across the remainder of the 99 acre tract and the said 175 acre tract of land, a distance of 4,270.95 feet to a metal fence post found for the northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, S 18°16'19" W, a distance of 450.25 feet, (Deed S 22° W, 162 varas) to a metal fence post found for the southeast corner of the herein described tract;

THENCE, N 67°53'02" W, a distance of 207.17 feet, (Deed N 65° W, 72 varas) to a metal fence post found for the southwest corner of the herein described tract;

THENCE, N 19°52'19" E, a distance of 444.93 feet, (Deed N 22° E, 162 varas) to a metal fence post found for the northwest corner of the herein described tract;

THENCE, S 69°15'19" E, a distance of 194.26 feet, (Deed S 65° E, 72 varas) to the **POINT OF BEGINNING** and containing 2.061 acres of land, more or less.

SAVE AND EXCEPT:

(I) THE 10.000 ACRE TRACT OF LAND LOCATED IN THE WILLIAM GATLIN SURVEY NUMBER 23, ABSTRACT 271, WILLIAMSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE 10.000 ACRE TRACT OF LAND IN THE WILLIAM GATLIN SURVEY NUMBER 23, ABSTRACT 271, WILLIAMSON COUNTY, TEXAS; BEING OUT OF THE CALLED 269.153 ACRE TRACT OF LAND AS CONVEYED UNTO CLAYTON PROPERTIES GROUP, INC. IN DOCUMENT NUMBER 2021007407 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 10.000 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING FOR A POINT OF REFERENCE at a 1/2-inch iron rod with a cap stamped "BOE INC" set on the south right-of-way line F.M. 1660 (R.O.W. ~ Varies), as described in Volume 384, Page 608 and Volume 386, Page 411, both of the Deed Records of Williamson County, Texas, and Document Numbers 2016064873, 2016064874, 2016064888, 2016075808, and 2016096242 of the Official Records of Williamson County, Texas, at the northeast corner of the aforementioned 269.153 acre tract of land; THENCE, S 24°40'59" W, over and across the 269.153 acre tract, a distance of 4,270.80 feet to a 1/2-inch iron rod with a cap stamped "BOE INC" set for the northeast corner and **POINT OF BEGINNING** of the herein described tract;
THENCE, continuing over and across the 269.153 acre tract, the following eight (8) courses:

1) S 22°45'43" W, a distance of 392.40 feet to a 1/2-inch iron rod with a cap stamped "BOE INC" set for the southeast corner of the herein described tract;

2) N 89°59'00" W, a distance of 333.54 feet to a 1/2-inch iron rod with a cap stamped "BOE INC" set for an angle point of the herein described tract;

3) N 50°24'15" W, a distance of 93.50 feet to a 1/2-inch iron rod with a cap stamped "BOE INC" set for an angle point of the herein described tract;

4) N 42°53'49" W, a distance of 504.51 feet to a 1/2-inch iron rod with a cap stamped "BOE INC" set for an angle point of the herein described tract;

5) N 67°15'26" W, a distance of 65.62 feet to a 1/2-inch iron rod with a cap stamped "BOE INC" set for the southwest corner of the herein described tract;

6) N 51°31'30" E, a distance of 603.43 feet to a 1/2-inch iron rod with a cap stamped "BOE INC" set for the northwest corner of the herein described tract;

7) S 38°28'30" E, a distance of 413.37 feet to a 1/2-inch iron rod with a cap stamped "BOE INC" set for an angle point of the herein described tract;

8) S 58°01 '51" E, a distance of 273.16 feet to the **POINT OF BEGINNING** and containing 10.000 acres of land, more or less.

(II) THE 24.223 ACRE TRACT OF LAND LOCATED IN THE WILLIAM GATLIN SURVEY NUMBER 23, ABSTRACT NUMBER 271, AND THE JAMES HICKMAN SURVEY NUMBER 24, ABSTRACT NUMBER 291, WILLIAMSON COUNTY, TEXAS, DESCRIBED AS "PARCEL 35 PART 1" IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2024004709, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE 24.223 ACRE (1,055 ,154 SQ. FT.) PARCEL OF LAND LOCATED IN THE WILLIAM GATLIN SURVEY, SECTION NO. 23, ABSTRACT NO. 271, AND THE JAMES HICKMAN SURVEY, SECTION NO. 24, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 271.214 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO CLAYTON PROPERTIES GROUP INC., RECORDED JANUARY 14, 2021 IN DOCUMENT NO. 2021007407, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 24.223 ACRE (1,055.154 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8-inch Iron rod found 684.94 feet left of Southeast Loop Engineer's Centerline Station (E.C.S.) 237+66.71 on the existing west right-of-way line of C.R. 163, a variable width right-of-way, no record Information found, for the most easterly southeast corner of a remainder of a called 62.136 acre tract of land, described In a deed to Brookland Partners Ltd., recorded In Document No. 2017023816, O.P.R.W.C.TX., same being the northeast corner of a called 10 acre tract of land, described as Tract Twelve In a deed to Swindoll Investments LP, recorded In Document No. 2008093458, O.P.R.W.C.TX.;

THENCE, with the existing west right-of-way line of said C.R. 163, the following two (2) courses and distances:

S 07°06'19" W, a distance of 704.08 feet to a calculated point, and

S 08°20'19" W, a distance of 65.88 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 147.00 feet left of Southeast Loop E.C.S, 232+15.85 on the proposed north right-of-way line of Southeast Loop;

THENCE N 51°31'50" E, departing the existing west right of way line of said C.R. 163, with the proposed north right- of-way line of said Southeast Loop, over and across said C.R. 163, a distance of 57.84 feet to a 5/8-inch Iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,159,508.31, E=3,176,887.78) set 147.00 feet left of Southeast Loop E.C.S. 232+73.69 on the existing east right-of-way line of said C.R. 163, for the northwest corner and the **POINT OF BEGINNING** of the parcel described herein;

THENCE, departing the existing east right-of-way line of said C.R. 163, with the proposed north right-of-way line of said Southeast Loop, over and across said 271.214 acre tract, the following three (3) courses and distances numbered 1-3:

1) N 51°31'50" E, a distance of 2,983.18 feet to a 5/8-inch Iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 147.00 feet left of Southeast Loop E.C.S. 262+56.86, said point being the beginning of a curve to the left,

2) With said curve to the left, passing at an arc distance of 260.72 feet, a calculated point 150.62 feet left of Southeast Loop E.C.S. 265+17.56, for the beginning of a Control of Access (C.O.A.), and continuing for a total arc distance of 539.16 feet, through a delta of 03°17'36", having a radius of 9,380.00 feet, and a chord that bears N 49°53'02" E, a distance of 539.08 feet to a 5/8-inch Iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 162.49 feet left of Southeast Loop E.C.S. 267+95.73, said point being the beginning of a curve to the right, and

3) With said curve to the right, an arc distance of 59.75 feet, through a delta of 00°52'36", having a radius of 3,905.00 feet, and a chord that bears N 48°40'32" E, a distance of 59.75 feet to a 5/8-inch Iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 165.50 feet left of Southeast Loop E.C.S. 268+55.36 on the common line of said 271.214 acre tract and of a called 61.40 acre tract of land, described as Tract 2 In a deed to Starlight Homes Texas L.L.C., recorded In Document No. 2021074553, O.P.R.W.C.TX., for the northeast corner of the parcel described herein, and the end of a C.O.A;

4) **THENCE** S 07°48'42" W, departing the proposed north right-of-way line of said Southeast Loop, with the common line of said 271.214 acre tract and said Tract 2, a distance of 480.69 feet to a 5/8-inch Iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 166.75 feet right of Southeast Loop E.C.S. 265+07.99 on the proposed south right-of-way line of said Southeast Loop, for the beginning of a C.O.A., and the southeast corner of the parcel described herein, said point being the beginning of a curve to the left;

THENCE, departing the common line of said 271.214 acre tract and said Tract 2, with the proposed south right-of-way line of said Southeast Loop, over and across said 271.214 acre tract, the following two (2) courses and distances numbered 5-6:

5) With said curve to the left, passing at an arc distance of 156.28 feet, a calculated point 157.91 feet right of Southeast Loop E.C.S. 263+51.97, for the end of a C.O.A., and continuing for a total arc distance of 608.74 feet, through a delta of 03°43'06", having a radius of 9,380.00 feet, and a chord that bears S 53°23'23" W, a distance of 608.63 feet to a 5/8-inch Iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 147.00 feet right of Southeast Loop E.C.S. 258+99.68, and

6) S 51°31'50" W, a distance of 2,933.39 feet to a 5/8-inch Iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 147.00 feet right of Southeast Loop E.C.S. 229+66.29 on the existing east right-of-way line of said C.R. 163, for the southwest corner of the parcel described herein;

7) **THENCE** N 07°48'24" E, departing the proposed south right-of-way line of said Southeast Loop, with the existing east right-of-way line of said C.R. 163, a distance of 425.36 feet to the **POINT OF BEGINNING**, and containing 24.223 acres (1,055,154 sq. ft.) of land.

AND:

(III) THE 1.272 ACRE TRACT OF LAND LOCATED IN THE WILLIAM GATLIN SURVEY NUMBER 23, ABSTRACT NUMBER 271, AND THE JAMES HICKMAN SURVEY NUMBER 24, ABSTRACT NUMBER 291, WILLIAMSON COUNTY, TEXAS, DESCRIBED AS "PARCEL 35 PART 2" IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2024004709, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE 1.272 ACRE (55,392 SQ. FT.) PARCEL OF LAND LOCATED IN THE WILLIAM GATLIN SURVEY, SECTION NO. 23, ABSTRACT NO. 271, AND THE JAMES HICKMAN SURVEY, SECTION NO. 24, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 271.214 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO CLAYTON PROPERTIES GROUP INC., RECORDED JANUARY 14, 2021 IN DOCUMENT NO. 2021007407, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 1.272 ACRE (55,392 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8-inch Iron rod With aluminum cap stamped "TXDOT" found 1,668.34 feet left of Southeast Loop Engineer's Centerline Station (E.C.S.) 266+10.86 on the existing south right-of-way line of F.M. 1660, a variable width right-of-way, as described in Document No. 2016064888, O.P.R.W.C.TX, for an exterior ell corner of said 271.214 acre tract, said point being the beginning of a curve to the left;

THENCE, with the existing south right-of-way line of Southeast Loop, the following two (2) courses and distances:

With said curve to the left, an arc distance of 128.94 feet, through a delta of 07°06'13", having a radius of 1,040.00 feet, and a chord that bears S 79°06'22" E, a distance of 128.86 feet to a TXDOT Type II bronze disk In concrete found, and

S 82°38'46" E, a distance of 217.94 feet to a 5/8-inch Iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,162,723.22, E=3, 178,896.84) set 1,414.25 feet left of Southeast Loop E.C.S. 268+46.65 on the proposed north right-of-way line of Southeast Loop, for the southwest corner and the **POINT OF BEGINNING** of the parcel described herein;

THENCE, departing the proposed north right-of-way line of Southeast Loop, with the existing south right-of-way line of F.M. 1660, the following three (3) courses and distances numbered 1-3:

1) N 07°43'50" E, a distance of 35.02 feet to a TXDOT Type II bronze disk in concrete found on the existing south right-of-way line of F.M. 1660 as described In Volume 384, Page 602, Deed Records of Williamson County, Texas (D.R.W.C.TX.), and In Volume 384, Page 612, D.R.W.C.TX., and as depicted In Texas Department of Transportation (TXDOT) strip map CSJ Number 1566-002-01, dated July 1952,

2) S 82°29'06" E, a distance of 291.96 feet to a calculated point, and

3) S 82°49'21" E, a distance of 510.62 feet to a 5/8-inch Iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 895.78 left of Southeast Loop E.C.S. 273+26.38 on the proposed north right- of-way line of Southeast Loop, for the most northerly northeast corner of the parcel described herein;

THENCE, departing the existing south right-of-way line of said F.M. 1660, with the proposed north right-of-way line of Southeast Loop, the following two (2) courses and distances numbered 4-5:

4) S 07"11'08" W, a distance of 25.56 feet to a 5/8-inch Iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 875.89 feet left of Southeast Loop E.C.S. 273+13.44, said point being the beginning of a curve to the right,

5) With said curve to the right, an arc distance of 150.43 feet, through a delta of 16°06'38", having a radius of 535.00 feet and a chord which bears S 37°04'52" E, a distance 149.94 feet to a 5/8-inch Iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 726.60 feet left of Southeast Loop E.C.S 273+24.85 on the common line of said 271.214 acre tract and a called 61.40 acre tract described as Tract 2 In a deed to Starlight Homes Texas L.L.C., recorded In Document No. 221074553, O.P.R.W.C.TX., for the most easterly northeast corner of the parcel described herein;

6) **THENCE**, S 07°48'42" W, departing the proposed north right-of-way line of Southeast Loop, with the common line of said 271.214 acre tract and said 61.40 acre tract, a distance of 223.34 feet to a 5/8-inch Iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 556.60 feet left of Southeast Loop E.C.S 272+01.50 on the proposed north right-of-way line of said Southeast Loop, for the southeast corner of the parcel described herein;

THENCE, departing the common line of said 271.214 acre tract and said 61.40 acre tract, with the proposed north right-of-way line of Southeast Loop, over and across said 271.214 acre tract, the following three (3) courses and distances numbered 7-9:

7) N 12°51'46" W, a distance of 60.03 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 612.82 feet left of Southeast Loop E.C.S. 272+19.68, said point being the beginning of a curve to the left,

8) With said curve to the left, an arc distance of 394.69 feet, through a delta of 51°59'12", having a radius of 435.00 feet, and a chord that bears N 38°51'22" W, a distance of 381.29 feet to a 5/8-inch Iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 992.45 feet left of Southeast Loop E.C.S. 271+90.70, and

9) N 82°38'46' W, a distance of 610.07 feet to the **POINT OF BEGINNING**, and containing 1.272 acres (55,392 sq. ft.) of land.

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

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HERITAGE MILL

COMMUNITY MANUAL

Williamson County, Texas

CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation doing business in Texas as **BROHN HOMES**, as Declarant under the Heritage Mill Master Covenant, recorded under Document No. 2026049431, Official Public Records of Williamson County, Texas, and the initial and sole member of Heritage Mill Residential Community, Inc., a Texas non-profit corporation (the "**Association**"), certifies that the foregoing Community Manual was adopted as part of the initial project documentation for Heritage Mill. This Community Manual becomes effective when Recorded.

IN WITNESS WHEREOF, the undersigned has executed this Community Manual on the 10th day of June, 2026.

DECLARANT:

CLAYTON PROPERTIES GROUP, INC.,
a Tennessee corporation doing business in Texas as
BROHN HOMES

By: _____
Adam B. Boenig, Vice President

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 10th day of June, 2026 by Adam B. Boenig, Vice President of Clayton Properties Group, Inc., a Tennessee corporation doing business in Texas as Brohn Homes, on behalf of said corporation.

(SEAL)

Makinley Morgan LaBure
My Commission Expires
4/15/2028
Notary ID134852033

_____
Notary Public Signature

Cross-reference to Heritage Mill Master Covenant recorded under Document No. 2026049431, Official Public Records of Williamson County, Texas, as it may be amended from time to time.

HERITAGE MILL
COMMUNITY MANUAL
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HERITAGE MILL
COMMUNITY MANUAL

CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation doing business in Texas as **BROHN HOMES**, is the developer of Heritage Mill. The guiding principles for the Community have been set forth in the governing documents for Heritage Mill which include the Development Documents and the Association Documents (both defined below) and are collectively referred to herein as the "Documents" (the "**Documents**"). The Documents include such instruments as the Master Covenant (the "**Covenant**"), any applicable Notices of Applicability, any applicable Development Area Declaration (the "**DAD**"), the Design Guidelines, if any, and this Community Manual (collectively referred to as the "**Development Documents**"), all of which are recorded in the property records by the developer generally prior to the time that you purchased your property. The Development Documents contain covenants, conditions and restrictions which not only encumber your property, but also have a legal and binding effect on all Owners and Occupants in the Community, now or in the future.

Under the Development Documents, the developer is the "**Declarant**" who has reserved certain rights to facilitate the development, construction, and marketing of the Community, including its size, shape and composition (the "**Development Period**"). Furthermore, the Development Documents identify and set forth the obligations of Heritage Mill Residential Community, Inc., the non-profit corporation created by the Declarant to exercise the authority and assume the powers described in the Covenant (the "**Association**"). Integral to the functioning of the Community, the Association's roles include owning, operating and maintaining various Common Areas and Community amenities, as well as administering and enforcing all of the Documents.

Other specific Documents include such instruments as the Certificate of Formation and Bylaws which set forth the corporate governance structure of the Association as well as the various Rules, which include rules, regulations, policies and procedures outlining the operation of the Association and required standards for use of property, activities and conduct (the "**Association Documents**"). It is the Association Documents which are included within this Community Manual, as further set forth herein.

Capitalized terms used but not defined in this Community Manual shall have the meaning ascribed to such terms in the Covenant.

This Community Manual becomes effective when Recorded.

ATTACHMENT 1

CERTIFICATE OF FORMATION

[attached]

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Jane Nelson
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

Heritage Mill Residential Community, Inc.
File Number: 806022499

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 05/05/2025

Effective: 05/05/2025

Jane Nelson
Secretary of State

Come visit us on the internet at https://www.sos.texas.gov/
Phone: (512) 463-5555 Fax: (512) 463-5709 Dial: 7-1-1 for Relay Services
Prepared by: Austin Swinburn TID: 10306 Document: 1477965320002

Form 202		
Secretary of State P.O. Box 13697 Austin, TX 78711-3697 FAX: 512/463-5709 Filing Fee: $25	**Certificate of Formation Nonprofit Corporation**	**Filed in the Office of the Secretary of State of Texas Filing #: 806022499 05/05/2025 Document #: 1477965320002 Image Generated Electronically for Web Filing**

Article 1 - Corporate Name

The filing entity formed is a nonprofit corporation. The name of the entity is :

Heritage Mill Residential Community, Inc.

Article 2 – Registered Agent and Registered Office

☐ A. The initial registered agent is an organization (cannot be corporation named above) by the name of:

OR

☑ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:
Adam B. Boenig

C. The business address of the registered agent and the registered office address is:

Street Address:
6720 Vaught Ranch Road, Suite 200 Austin TX 78730

Consent of Registered Agent

☐ A. A copy of the consent of registered agent is attached.

OR

☑ B. The consent of the registered agent is maintained by the entity.

Article 3 - Management

☐ A. Management of the affairs of the corporation is to be vested solely in the members of the corporation.

OR

☑ B. Management of the affairs of the corporation is to be vested in its board of directors. The number of directors, which must be a minimum of three, that constitutes the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting or until their successors are elected and qualified are set forth below.

Director 1: **Adam B. Boenig**	Title: **Director**
Address: **6720 Vaught Ranch Road, Suite 200 Austin TX, USA 78730**	
Director 2: **Angelica Andersson**	Title: **Director**
Address: **6720 Vaught Ranch Road, Suite 200 Austin TX, USA 78730**	
Director 3: **Greg Barber**	Title: **Director**
Address: **6720 Vaught Ranch Road, Suite 200 Austin TX, USA 78730**	

Article 4 - Organization Structure

☑ A. The corporation will have members.

or

☐ B. The corporation will not have members.

Article 5 - Purpose

The corporation is organized for the following purpose or purposes:

ARTICLE 5
PURPOSE AND POWERS OF THE ASSOCIATION

The Association is organized in accordance with, and shall operate for nonprofit purposes pursuant to, the Texas Business Organizations Code, and does not contemplate pecuniary gain or profit to its members. In furtherance of its powers, the Association shall have the following powers which, unless indicated otherwise by this Certificate of Formation, that certain Heritage Mill Master Covenant, to be recorded in the Official Public Records of Williamson County, Texas, as the same may be amended from time to time (the "Covenant"), the Bylaws or Applicable Law, may be exercised by the Board of Directors:
(a) all rights and powers conferred upon nonprofit corporations by Applicable Law;
(b) all rights and powers conferred upon property associations by Applicable Law, in effect from time to time, provided, however, that the Association shall not have the power to institute, defend, intervene in, settle or compromise proceedings in the name of any Owner or Member; and
(c) all powers necessary, appropriate, or advisable to perform any purpose or duty of the Association as set out in this Certificate of Formation, the Bylaws, the Covenant, or Applicable Law.
Notwithstanding any provision in Article 12 to the contrary, any proposed amendment to the provisions of this Article 5 shall be adopted only upon an affirmative vote of Members holding one-hundred percent (100%) of the total number of votes of the Association and the Declarant during the Development Period.

Terms used but not defined in this Certificate of Formation shall have the meaning ascribed to such terms in the Covenant.

Supplemental Provisions / Information

ARTICLE 6
MEMBERSHIP

Membership in the Association shall be dependent upon ownership of a qualifying property interest as defined and set forth in the Covenant. Any person or entity acquiring such a qualifying property interest shall automatically become a member of the Association, and such membership shall be appurtenant to, and shall run with, the property interest. The foregoing shall not be deemed or construed to include persons or entities holding an interest merely as security for performance of an obligation. Membership may not be severed from or in any way transferred, pledged, mortgaged, or alienated except together with the title to the qualifying property interest, and then only to the transferee of title to said property interest. Any attempt to make a prohibited severance, transfer, pledge, mortgage, or alienation shall be void.

ARTICLE 7
VOTING RIGHTS

Voting rights of the members of the Association shall be determined as set forth in the Covenant.

ARTICLE 8
LIMITATION OF DIRECTOR LIABILITY

A member of the Board of Directors of the Association shall not be personally liable to the Association for monetary damages for any act or omission in his or her capacity as a board member, except to the extent otherwise expressly provided by Applicable Law. Any repeal or modification of this Article shall be prospective only, and shall not adversely affect any limitation of the personal liability of a member of the Board of Directors existing at the time of the repeal or modification.

ARTICLE 9
INDEMNIFICATION

Each person who acts as a member of the Board of Directors, officer or committee member of the Association shall be indemnified by the Association against any costs, expenses and liabilities which may be imposed upon or reasonably incurred by him or her in connection with any civil or criminal action, suit or proceeding in which he or she may be named as a party defendant or in which he or she may be a witness by reason of his or her being or having been a member of the Board of Directors, officer, or committee member of the Association, or by reason of any action alleged to have been taken or omitted by him or her in either such capacity. Such indemnification shall be provided in the manner and under the terms, conditions and limitations set forth in Section 3.07 of the Covenant.

ARTICLE 10
DISSOLUTION

The Association may be dissolved with the written and signed assent of not less than ninety percent (90%) of the total number of votes of the Association, as determined under the Covenant. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

ARTICLE 11
ACTION WITHOUT MEETING

Any action required or permitted by Applicable Law to be taken at a meeting of the Members may be taken without a meeting, without prior notice, and without a vote if written consent specifically authorizing the proposed action is signed by the Members holding at least the minimum number of votes necessary to authorize such action at a meeting if all the Members entitled to vote thereon were present. If the action is proposed by the Association, the Board of Directors shall provide each Member written notice at least ten (10) days in advance of the date the Board proposes to initiate securing consent as contemplated by this Article 11. Consents obtained pursuant to this Article 11 shall be dated and signed within sixty (60) days after receipt of the earliest dated consent and delivered to the Association at its principal place of business in Texas. Such consents shall be filed with the minutes of the

ATTACHMENT 2

BYLAWS
OF
HERITAGE MILL RESIDENTIAL COMMUNITY, INC.

ARTICLE I
INTRODUCTION

The name of the corporation is Heritage Mill Residential Community, Inc., a Texas non-profit corporation, hereinafter referred to as the "**Association**." The principal office of the Association shall initially be located in Williamson County, Texas, but meetings of Members and Directors may be held at such places within the State of Texas as may be designated by the Board of Directors, as provided in these Bylaws.

The Association is organized to be a nonprofit corporation.

Notwithstanding anything to the contrary in these Bylaws, a number of provisions are modified by the Declarant's reservations in that certain Heritage Mill Master Covenant (the "Covenant"), recorded in the Official Public Records of Williamson County, Texas, including the number, qualification, appointment, removal, and replacement of Directors.

ARTICLE II
DEFINITIONS

Capitalized terms used but not defined in these Bylaws shall have the meaning ascribed to such terms in the Covenant.

ARTICLE III
MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES

Section 3.1. Membership. Each Owner of a Lot or Condominium Unit is a mandatory Member of the Association, as more fully set forth in the Covenant.

Section 3.2. Place of Meetings. Meetings of the Association shall be held where designated by the Board, either within the Development or as convenient as possible and practical.

Section 3.3. Annual Meetings. There shall be an annual meeting of the Members of the Association for the purposes of Association-wide elections or votes and for such other Association business at such reasonable place, date and time as set by the Board.

Section 3.4. Format of Meetings. Meetings of the Members (including annual and special meetings) may be conducted in person, remotely, or in a hybrid format (including by electronic or telephonic means), to the extent permitted by applicable law and the governing documents. Any electronic or telephonic meeting must comply with the requirements of Section 6.002 of the Texas Business Organizations Code. "In-person attendance" means a Member is physically present at the

meeting location designated in the notice. "Remote participation" means participation through an electronic communications system or telephonic platform that permits Members to hear (and, where applicable, be heard) contemporaneously. For any meeting of the Members of the Association that has been called for by the Association's Members who have petitioned for such a meeting in accordance with applicable law and, as applicable, the Association's governing documents, the Board may determine the format by which the meeting will be held, subject to applicable law.

Section 3.5. Special Meetings. Special meetings of Members may be called in accordance with Section 22.155 of the Texas Business Organizations Code or any successor statute.

Section 3.6. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered, either personally or by mail, or by electronic delivery (to the extent permitted by Applicable Law), to each Member entitled to vote at such meeting or by publication in a newspaper of general circulation, not less than ten (10) nor more than sixty (60) days before the date of such meeting, by or at the direction of the President, the Secretary, or the officers or persons calling the meeting. The notice must specify the format of the meeting. If the meeting is an in-person meeting, the notice must specify the location of the meeting. If the meeting is an electronic or telephonic meeting, the notice must include information as to how a Member may participate, including any meeting link or access number and any necessary login and password information. The Association may establish reasonable administrative procedures for access, check-in, and verification of eligibility to participate and vote. In the case of a special meeting or when otherwise required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, with postage prepaid. For an election or vote taken at the Association's meeting of its Members, the Association shall give written notice of the election or vote to its Members not later than the tenth (10th) day or earlier than the sixtieth (60th) day before the date of the election or vote. If an election or vote of the Members will occur outside of a meeting of the Members (i.e., absentee or electronic ballot), then the Association shall provide notice to each Member no later than the 20th day before the latest date on which a ballot may be submitted to be counted.

Section 3.7. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed a waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting by a Member shall be deemed a waiver of notice of all business transacted at such meeting unless an objection by a Member on the basis of lack of proper notice is raised before the business is put to a vote.

Section 3.8. Quorum. Except as provided in these Bylaws or in the Covenant, the presence of the Members representing ten percent (10%) of the total votes in the Association shall constitute a quorum at all Association meetings. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the departure of enough Members to leave less than a quorum, provided that Members representing at least five percent (5%) of the total votes in the Association remain in attendance, and provided that any action taken is approved by at least a Majority of the votes present at such adjourned meeting, unless otherwise provided in the Covenant.

Section 3.9. Conduct of Meetings. The President or any other person appointed by the Board shall preside over all Association meetings, and the Secretary, or the Secretary's designee, shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 3.10. Voting. The voting rights of the Members shall be as set forth in the Covenant, and such voting rights provisions are specifically incorporated by reference. Except as otherwise provided in the Covenant, action may be taken at any legally convened meeting of the Members upon the affirmative vote of the Members having a Majority of the total votes present at such meeting in person or proxy or by absentee ballot or electronic ballot, if such votes are considered present at the meeting as further set forth herein. Cumulative voting shall not be allowed. The person holding legal title to a Lot or Condominium Unit shall be entitled to cast the vote allocated to such Lot or Condominium Unit and not the person merely holding beneficial title to the same unless such right is expressly delegated to the beneficial Owner thereof in writing. **Any provision in the Association's governing documents that would disqualify an Owner from voting in an Association election of Board Members or on any matter concerning the rights or responsibilities of the Owner is void.**

Section 3.11. Methods of Voting: In Person; Proxies; Absentee Ballots; Electronically. On any matter as to which a Member is entitled individually to cast the vote for his Lot or Condominium Unit such vote may be cast or given: (a) in person or by proxy at a meeting of the Association; (b) by absentee ballot; (c) by electronic ballot; or (d) by such other means as may be permitted by law and as adopted by the Board. Any vote cast in an election or vote by a Member of the Association must be in writing and signed by the Member. Electronic votes constitute written and signed ballots. In an Association election, written and signed ballots are not required for uncontested races. Votes shall be cast as provided in this Section:

(a) Proxies. Any Member may give a revocable written proxy in the form as prescribed by the Board from time to time to any person authorizing such person to cast the Member's vote on any matter. A Member's vote by proxy is subject to any limitations of Texas law relating to the use of general proxies and subject to any specific provision to the contrary in the Covenant or these Bylaws. No proxy shall be valid unless signed by the Member for which it is given or his duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to the meeting for which it is to be effective. Proxies shall be valid only for the specific meeting for which given and for lawful adjournments of such meeting. In no event shall a proxy be valid more than eleven (11) months after the effective date of the proxy. Every proxy shall be revocable and shall automatically cease upon conveyance of the Lot or Condominium Unit for which it was given.

(b) Absentee and Electronic Ballots. An absentee or electronic ballot: (i) may be counted as a Member present and voting for the purpose of establishing a quorum only for items appearing on the ballot; (ii) may not be counted, even if properly delivered, if the Member attends any meeting to vote in person, so that any vote cast at a meeting by a Member supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal; and (iii) may not be counted on the final vote of a proposal if the proposal was amended at the meeting to be different from the exact language on the absentee or electronic ballot. For the purposes of this Section, a nomination taken from the floor in a Board member election is not considered an amendment to the proposal for the election.

(i) *Absentee Ballots.* No absentee ballot shall be valid unless it is in writing, signed by the Member for which it is given or his duly authorized attorney-in-fact, dated, and filed with

the Secretary of the Association prior to the meeting for which it is to be effective. Absentee ballots shall be valid only for the specific meeting for which given and for lawful adjournments of such meeting. In no event shall an absentee ballot be valid after the specific meeting or lawful adjournment of such meeting at which such ballot is counted or upon conveyance of the Lot or Condominium Unit for which it was given. Any solicitation for votes by absentee ballot must include:

a. an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action;

b. instructions for delivery of the completed absentee ballot, including the delivery location; and

c. the following language: *"By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail."*

(ii) *Electronic Ballots.* "Electronic ballot" means a ballot: (a) given by email, facsimile or posting on a website; (b) for which the identity of the Member submitting the ballot can be confirmed; and (c) for which the Member may receive a receipt of the electronic transmission and receipt of the Member's ballot. If an electronic ballot is posted on a website, a notice of the posting shall be sent to each Member that contains instructions on obtaining access to the posting on the website.

Section 3.12. Tabulation of and Access to Ballots. A person who is a candidate in an Association election or who is otherwise the subject of an Association vote, or a person related to that person within the third degree by consanguinity or affinity may not tabulate or otherwise be given access to the ballots cast in that election or vote except such person may be given access to the ballots cast in the election or vote as part of a recount process. A person tabulating votes in an Association election or vote or who performs a recount pursuant to *Section 3.13* may not disclose to any other person how an individual voted. Notwithstanding any provision of these Bylaws to the contrary, only a person who tabulates votes pursuant to this Section or performs a recount pursuant to *Section 3.13* shall be given access to any Association ballots.

Section 3.13. Recount of Votes. Any Member (the "**Recount Requesting Member**") may, not later than the fifteenth (15th) day after the later of the date of any meeting of Members at which an election or vote was held, or the date of the announcement of the results of the election or vote, require a recount of the votes (the "**Recount Request**"). A Recount Request must be submitted in writing either: (i) by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier, with signature confirmation service to the Association's mailing address as reflected on the latest management certificate; or (ii) in person to the Association's managing agent as reflected on the latest management certificate or to the address to which absentee and proxy ballots are mailed. The

Recount Requesting Member shall be required to pay, in advance, expenses associated with the recount as estimated by the Association pursuant to subsection (a) below.

(a) Cost of Recount. The Association shall estimate the costs for performing the recount by a person qualified to tabulate votes under subsection (b), and no later than the 20th day after the date the Association receives the Recount Request, shall send an invoice for the estimated costs (the "**Initial Recount Invoice**") to the Recount Requesting Member at the Recount Requesting Member's last known address according to the Association's records. The Recount Requesting Member must pay the Initial Recount Invoice in full to the Association on or before the 30th day after the date the Initial Recount Invoice was delivered to the Recount Requesting Member (the "**Deadline**"). If the Initial Recount Invoice is not paid by the Recount Requesting Member by the Deadline, the Recount Requesting Member's Recount Request shall be considered withdrawn and the Association shall not be required to perform a recount. If the Initial Recount Invoice is paid by the Recount Requesting Member by the Deadline, then on or before the 30th day after the date of receipt of payment of the Invoice, the recount must be completed and the Association must provide each Recount Requesting Member with notice of the results of the recount. If the recount changes the results of the election, the Association shall reimburse the Recount Requesting Member for the cost of the recount not later than the 30th day after the date the results of the recount are provided. If the recount does not change the results of the election, and the estimated costs included on the Initial Recount Invoice are either lesser or greater than the actual costs of the recount, the Association shall send a final invoice (the "**Final Recount Invoice**") to the Recount Requesting Member on or before the 30th business day after the date the results of the recount are provided. If the Final Recount Invoice reflects that additional amounts are owed by the Recount Requesting Member, the Recount Requesting Member shall remit such additional amounts to the Association immediately. Any additional amounts not paid to the Association by the Recount Requesting Member before the 30th business day after the date the Final Recount Invoice is sent may be charged as an Individual Assessment against the Recount Requesting Member. If the costs estimated in the Initial Recount Invoice costs exceed the amount reflected in the Final Recount Invoice, then the Recount Requesting Member shall be entitled to a refund, which such refund shall be paid at the time the Final Recount Invoice is delivered pursuant to this Section.

(b) Vote Tabulator. Following receipt of payment of the Initial Recount Invoice, the Association shall retain for the purpose of performing the recount, the services of a person qualified to tabulate votes. The Association shall enter into a contract for the services of a person who: (i) is not a Member of the Association or related to a Member of the Association Board within the third degree by consanguinity or affinity; and (ii) is either a person agreed on by the Association and each person requesting a recount or is a current or former county judge, county elections administrator, justice of the peace or county voter registrar.

(c) Board Action. Any action taken by the Board in the period between the initial election vote tally and the completion of the recount is not affected by any recount.

Section 3.14. Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Members or may be taken without a meeting, without prior notice, and without a vote if written consent specifically authorizing the proposed action is signed by Members holding at least the minimum number of votes necessary to authorize such action at a meeting if all Members entitled to vote thereon were present. Such consents shall be signed within sixty (60) days after receipt of the earliest dated consent, dated, and delivered to the Association at its principal place of business in Texas. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a

vote of the Members at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

ARTICLE IV
BOARD OF DIRECTORS

Section 4.1. Authority; Number of Directors.

(a) The affairs of the Association shall be governed by a Board of Directors. The number of Directors shall be fixed by the Board from time to time. The initial Directors shall be three (3) in number and shall be those Directors named in the Certificate. The initial Directors shall serve until their successors are elected or appointed.

(b) In accordance with Section 3.03 of the Covenant, i.e., no later than the 10th anniversary of the date the Covenant is Recorded, the President of the Association will thereupon call a meeting of the Members of the Association (the "**Initial Member Election Meeting**") where the Members will elect one (1) Director, for a one (1) year term ("**First Member Elected Director**"). Declarant will continue to appoint and remove two-thirds of the Board after the Initial Member Election Meeting until expiration or termination of the Development Period. Notwithstanding the foregoing, the First Member Elected Director's position will expire as of the date of the "Member Election Meeting" (as defined below)

(c) Upon expiration or termination of the Development Period, the Declarant will thereupon call a meeting of the Members of the Association where the Declarant-appointed Directors will resign and the Members will elect three (3) new directors (to replace all Declarant appointed Directors and the First Member Elected Director) (the "**Member Election Meeting**"), one (1) Director for a three (3) year term, one (1) Director for a two (2) year term, and one (1) Director for a one (1) year term (with the individual receiving the highest number of votes to serve the three (3) year term, the individual receiving the next highest number of votes to serve the two (2) year term, and the individual receiving the third highest number of votes to serve a one (1) year term). Upon expiration of the term of a Director elected by the Members pursuant to this *Section 4.1(c)*, his or her successor will be elected for a term of three (3) years.

(d) A Director takes office upon the adjournment of the meeting or balloting at which he is elected or appointed and, absent death, ineligibility, resignation, or removal, will hold office until his successor is elected or appointed.

(e) Each Director, other than Directors appointed by Declarant, shall be a Member. In the case of corporate, partnership, or other entity ownership of a Lot or Condominium Unit, the Director must be a duly authorized agent or representative of the corporation, partnership, or other entity that owns the Lot or Condominium Unit. Other than as set forth in this subparagraph (e), the Association may not restrict an Owner's right to run for a position on the Board.

Section 4.2. Compensation. The Directors shall serve without compensation for such service.

Section 4.3. Nominations to Board of Directors. Members may be nominated for election to the Board of Directors in either of the following ways:

(a) A Member who is not a Director and who desires to run for election to that position shall be deemed to have been nominated for election upon his filing with the Board of Directors a written petition of nomination; or

(b) A Director who is eligible to be re-elected shall be deemed to have been nominated for re-election to the position he holds by signifying his intention to seek reelection in a writing addressed to the Board of Directors.

Section 4.4. Vacancies on Board of Directors. Except with respect to Directors appointed by Declarant, if the office of any elected Director shall become vacant by reason of death, resignation, or disability, the remaining Directors, at a special meeting duly called for this purpose, shall choose a successor who shall fill the unexpired term of the directorship being vacated. If there is a deadlock in the voting for a successor by the remaining Directors, the one Director with the longest continuous term on the Board shall select the successor. At the expiration of the term of his position on the Board of Directors, the successor Director shall be re-elected or his successor shall be elected in accordance with these Bylaws. Except with respect to Directors appointed by the Declarant, any Board Member whose term has expired or who has been removed from the Board must be elected by the Members.

Section 4.5. Removal of Directors. Subject to the right of Declarant to nominate and appoint Directors as set forth in *Section 4.1* of these Bylaws, an elected Director may be removed, with or without cause, by a Majority of the Members that elected such Director.

Section 4.6. Solicitation of Candidate for Election to the Board. At least thirty (30) days before the date an Association disseminates absentee ballots or other ballots to Members for the purpose of voting in a Board election, the Association shall provide notice (the "**Solicitation Notice**") of the election to the Members. The Solicitation Notice shall: (a) solicit candidates that are eligible under *Section 4.1(e)* and interested in running for a position on the Board; (b) state that an eligible candidate has fifteen (15) days to respond to the Solicitation Notice and request to be placed on the ballot; and (c) must be: (1) mailed to each Member; (2) e-mailed to each Member that has registered their e-mail address with the Association; or (3) posted in a conspicuous manner reasonably designed to provide notice to Members, such as: (i) within the Common Area or, with the Member's consent, on other conspicuously located privately owned property within the subdivision; or (ii) on any website maintained by the Association or other internet media.

ARTICLE V
MEETINGS OF DIRECTORS

Section 5.1. Development Period. The provisions of this *Article V* do not apply to Board meetings during the Development Period (as defined in the Covenant), during which period the Board may take action by unanimous written consent in lieu of a meeting pursuant to *Section 5.10*, except with respect to a meeting conducted for the purpose of: (a) adopting or amending the Documents; (b) increasing the amount of Regular Assessments of the Association or adopting or increasing a Special Assessment; (c) electing non-Declarant Board members or establishing a process by which those members are elected; or (d) changing the voting rights of Members.

Section 5.2. Definition of Board Meetings. A meeting of the Board means a deliberation between a quorum of the Board, or between a quorum of the Board and another person, during which Association business is considered and the Board takes formal action.

Section 5.3. Regular Meetings. Regular meetings of the Board shall be held annually or such other frequency as determined by the Board, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 5.4. Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days' notice to each Director.

Section 5.5. Quorum. A Majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a Majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

Section 5.6. Open Board Meetings. All regular and special Board meetings must be open to Owners. However, the Board has the right to adjourn a meeting and reconvene in closed executive session to consider actions involving: (a) personnel; (b) pending or threatened litigation; (c) contract negotiations; (d) enforcement actions; (e) confidential communications with the Association's attorney; (f) matters involving the invasion of privacy of individual Owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Following an executive session, any decision made by the Board in executive session must be summarized orally in general terms and placed in the minutes. The oral summary must include a general explanation of expenditures approved in executive session.

Section 5.7. Location. Except if otherwise held by electronic or telephonic means, a Board meeting must be held in the county in which the Development is located or in a county adjacent to that county, as determined in the discretion of the Board.

Section 5.8. Record; Minutes. The Board shall keep a record of each regular or special Board meeting in the form of written minutes of the meeting. The Board shall make meeting records, including approved minutes, available to a Member for inspection and copying on the Member's written request to the Association's managing agent at the address appearing on the most recently filed management certificate or, if there is not a managing agent, to the Board.

Section 5.9. Notices. Members shall be given notice of the date, hour, place, and general subject of a regular or special board meeting, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be: (a) mailed to each Member not later than the tenth (10^{th}) day or earlier than the sixtieth (60^{th}) day before the date of the meeting; **or** (b) provided at least one hundred forty-four (144) hours before the start of a regular board meeting, and at least seventy-two (72) hours before the start of a special board meeting: (i) posting the notice in a conspicuous manner reasonably designed to provide notice to Members in a place located on the Association's common area or on any website maintained by the Association; and (ii) sending the notice by e-mail to each Member who has registered an e-mail address with the Association. It is the Member's duty to keep an updated e-mail address registered with the Association. The Board may establish a procedure for registration of email addresses, which procedure may be required for the purpose of receiving notice of Board meetings. If the Board recesses a regular or special Board meeting to continue the following regular business day, the Board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent this Section. If a regular or special Board meeting is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board shall give notice of the continuation in at least one manner as set forth above within two (2) hours after adjourning the meeting being continued.

Section 5.10. Unanimous Consent. During the Development Period, Directors may vote by unanimous written consent. Unanimous written consent occurs if all Directors individually or collectively consent in writing to a Board action. The written consent must be filed with the minutes of Board meetings. Action by written consent shall be in lieu of a meeting and has the same force and effect as a unanimous vote of the Directors. As set forth in *Section 5.1*, Directors may not vote by unanimous consent if the Directors are considering any of the following actions: (a) adopting or amending the Documents; (b) increasing the amount of Regular Assessments of the Association or adopting or increasing a Special Assessment; (c) electing non-Declarant Board members or establishing a process by which those members are elected; or (d) changing the voting rights of Members

Section 5.11. Meeting without Prior Notice. The Board may take action outside a meeting including voting by electronic or telephonic means without prior notice to the Members if each Board member is given a reasonable opportunity (i) to express his or her opinions to all other Board members and (ii) to vote. Any action taken without notice to Members must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting. The Board may not, unless done in an open meeting for which prior notice was given to the Members pursuant to *Section 5.9* above, consider or vote on: (a) fines; (b) damage assessments; (c) the initiation of foreclosure actions; (d) the initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety; (e) increases in assessments; (f) levying of special assessments; (g) appeals from a denial of architectural control approval; (h) a suspension of a right of a particular Member before the Member has an opportunity to attend a Board meeting to present the Member's position, including any defense, on the issue; (i) the lending or borrowing of money; (j) the adoption of any amendment of a dedicatory instrument; (k) the approval of an annual budget or the approval of an amendment of an annual budget; (l) the sale or purchase of real property; (m) the filling of a vacancy on the Board; (n) the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or (o) the election of an officer.

Section 5.12. Telephone and Electronic Meetings. Any action permitted to be taken by the Board may be taken by telephone or electronic methods provided that: (1) each Board member may hear and be heard by every other Board member; (2) except for any portion of the meeting conducted in executive session: (i) all Members in attendance at the meeting may hear all Board members; and (ii) any Members are allowed to listen using any electronic or telephonic communication method used or expected to be used by a participating Board member at the same meeting; and (3) the notice of the Board meeting provides instructions to the Members on how to access the electronic or telephonic communication method used in the meeting. Participation in such a meeting constitutes presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE VI
POWERS AND DUTIES OF THE BOARD

Section 6.1. Powers. The Board shall have power and duty to undertake any of the following actions, in addition to those actions to which the Association is authorized to take in accordance with the Covenant:

(a) adopt, amend, revoke, record, and publish the Rules;

(b) suspend the right of a Member to use of the Common Area during any period in which such Member shall be in default in the payment of any Assessment levied by the Association, or after notice and hearing, for any period during which an infraction of the Rules by such Member exists;

(c) exercise for the Association all powers, duties and authority vested in or related to the Association and not reserved to the membership by other provisions of the Documents;

(d) to enter into any contract or agreement with a municipal agency or utility company to provide electric utility service to all or any portion of the Development;

(e) declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board;

(f) employ such employees as they deem necessary, and to prescribe their duties;

(g) as more fully provided in the Covenant, to:

(1) fix the amount of the Assessments against each Lot and/or Condominium Unit in advance of each annual assessment period and any other assessments provided by the Covenant; and

(2) foreclose the lien against any property for which Assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;

(h) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid and to levy a reasonable charge for the issuance of these certificates (it being understood that if a certificate states that an Assessment has been paid, such certificate shall be conclusive evidence of such payment);

(i) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(j) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(k) exercise such other and further powers or duties as provided in the Covenant or by law.

ARTICLE VII
OFFICERS AND THEIR DUTIES

Section 7.1. Enumeration of Offices. The officers of the Association shall be a President and a Vice-President, who shall at all times be members of the Board, a Secretary and a Treasurer, and such other officers as the Board may from time to time create by resolution.

Section 7.2. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

Section 7.3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he resigns sooner, or shall be removed or otherwise disqualified to serve.

Section 7.4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 7.5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.6. Vacancies. A vacancy in any office may be filled through appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7.7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to *Section 7.4*.

Section 7.8. Duties. The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) Vice President. The Vice President, if any, shall generally assist the President and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to him by the President or the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board.

(d) Assistant Secretaries. Each Assistant Secretary shall generally assist the Secretary and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to him or her by the Secretary, the President, the Board or any committee established by the Board.

(e) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of account in appropriate form

such that they could be audited by a public accountant whenever ordered by the Board or the membership; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and deliver a copy of each to the Members.

Section 7.9. Duties. Except when the Documents require execution of certain instruments by certain individuals, the Board may authorize any person to execute instruments on behalf of the Association, including without limitation checks from the Association's bank account. In the absence of Board designation, and unless otherwise provided herein, the President and the Secretary are the only persons authorized to execute instruments on behalf of the Association.

ARTICLE VIII
OTHER COMMITTEES OF THE BOARD OF DIRECTORS

The Board may, by resolution adopted by affirmative vote of a Majority of the number of Directors fixed by these Bylaws, designate two or more Directors (with such alternates, if any, as may be deemed desirable) to constitute another committee or committees for any purpose; provided, that any such other committee or committees shall have and may exercise only the power of recommending action to the Board of Directors and of carrying out and implementing any instructions or any policies, plans, programs and rules theretofore approved, authorized and adopted by the Board.

ARTICLE IX
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Documents shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X
ASSESSMENTS

As more fully provided in the Covenant, each Member is obligated to pay to the Association Assessments which are secured by a continuing lien upon the property against which the Assessments are made. Assessments shall be due and payable in accordance with the Covenant.

ARTICLE XI
CORPORATE SEAL

The Association may, but shall have no obligation to, have a seal in a form adopted by the Board.

ARTICLE XII
AMENDMENTS

These Bylaws may be amended by: (i) the Declarant until expiration or termination of the Development Period; or (ii) a Majority vote of the Board of Directors with the advance written consent of the Declarant until expiration or termination of the Development Period; provided, however, for so long as Landowner owns any Lots or any portion of the Property, any amendment of the Bylaws shall require the prior written consent of Landowner. Any purported amendment without such consent by Landowner shall be deemed void and of no force and effect.

ARTICLE XIII
INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Association shall indemnify every Director, Officer or Committee Member against, and reimburse and advance to every Director, Officer or Committee Member for, all liabilities, costs and expenses' incurred in connection with such directorship or office and any actions taken or omitted in such capacity to the greatest extent permitted under the Texas Business Organizations Code and all other applicable laws at the time of such indemnification, reimbursement or advance payment; provided, however, no Director, Officer or Committee Member shall be indemnified for: (a) a breach of duty of loyalty to the Association or its Members; (b) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law; (c) a transaction from which such Director, Officer or Committee Member received an improper benefit, whether or not the benefit resulted from an action taken within the scope of directorship or office; or (d) an act or omission for which the liability of such Director, Officer or Committee Member is expressly provided for by statute.

ARTICLE XIV
MISCELLANEOUS

Section 14.1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 14.2. Review of Statutes and Court Rulings. Users of these Bylaws should also review statutes and court rulings that may modify or nullify provisions of this document or its enforcement, or may create rights or duties not anticipated by these Bylaws.

Section 14.3. Conflict. In the case of any conflict between the Certificate and these Bylaws, the Certificate shall control; and in the case of any conflict between the Covenant and these Bylaws, the Covenant shall control. In the case of any conflict between these Bylaws and any provision of the applicable laws of the State of Texas, the conflicting aspect of the Bylaws provision is null and void, but all other provisions of these Bylaws remain in full force and effect.

Section 14.4. Interpretation. The effect of a general statement is not limited by the enumerations of specific matters similar to the general. The captions or articles and sections are inserted only for convenience and are in no way to be construed as defining or modifying the text to which they refer. The singular is construed to mean the plural, when applicable, and the use of masculine or neuter pronouns includes the feminine.

Section 14.5. No Waiver. No restriction, condition, obligation, or covenant contained in these Bylaws may be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

ATTACHMENT 3

HERITAGE MILL RESIDENTIAL COMMUNITY, INC.
FINE AND ENFORCEMENT POLICY

1. Background. Heritage Mill community is subject to that certain Heritage Mill Master Covenant recorded in the Official Public Records of Williamson County, Texas, as it may be amended from time to time (the "**Covenant**"). In accordance with the Covenant, Heritage Mill Residential Community, Inc., a Texas non-profit corporation (the "**Association**"), was created to administer the terms and provisions of the Covenant. Unless the Covenant or Applicable Law expressly provides otherwise, the Association acts through a majority of its board of directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Covenant, Certificate, Bylaws, Community Manual, the Design Guidelines (if adopted), any applicable Development Area Declaration, any applicable Notice of Applicability, as each may be amended from time to time, and any rules and regulations promulgated by the Association pursuant to the Covenant or any Development Area Declaration, as adopted and amended from time to time (collectively, the "**Documents**"), including the obligation of Owners to pay assessments pursuant to the terms and provisions of the Covenant and the obligations of the Owners to compensate the Association for costs incurred by the Association for enforcing violations of the Documents.

   The Board hereby adopts this Fine and Enforcement Policy to establish equitable policies and procedures for the levy of fines within the Association in compliance with the Chapter 209 of the Texas Property Code, titled the "Texas Residential Property Owners Protection Act," as it may be amended (the "**Act**"). To the extent any provision within this policy is in conflict with the Act or any other applicable law, such provision shall be modified to comply with the applicable law.

   Terms used in this policy, but not defined, shall have the meaning ascribed to such term in the Documents.

2. Policy. The Association uses fines to discourage violations of the Documents, and to encourage compliance when a violation occurs – not to punish violators or generate revenue for the Association. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to the Association for enforcing the Documents. The Association's use of fines does not interfere with its exercise of other rights and remedies for the same violation.

3. Owner's Liability. An Owner is liable for fines levied by the Association for violations of the Documents by the Owner and the relatives, guests, employees, and agents of the Owner and residents. Regardless of who commits the violation, the Association may direct all communications regarding the violation to the Owner.

4. Amount. The Association may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Association has established a schedule of fines (the "**Schedule of Fines**") for certain types of violations of the Documents, which may be amended from time to time by the Association. The amount and cumulative total of a fine must be reasonable in comparison to the violation, and should be

uniform for similar violations of the same provision of the Documents. If the Association allows fines to accumulate, the Association may establish a maximum amount for a particular fine, at which point the total fine will be capped.

5. Violation Notice. Except as set forth in Section 5(C) below, before levying a fine, the Association will give (i) a written violation notice via certified mail to the Owner (at the Owner's last known address as shown in the Association records) (the "**Violation Notice**") and (ii) an opportunity to be heard, if requested by the Owner. The Association's Violation Notice will contain the following items: (1) the date the Violation Notice is prepared or mailed; (2) a description of the violation or property damage that is the basis for the Individual Assessment, suspension action, or other charge; (3) a reference to the rule or provision that is being violated; (4) a description of the action required to cure the violation and a reasonable timeframe in which the violation is required to be cured to avoid the fine or suspension; (5) the amount of the possible fine; (6) a statement that no later than the thirtieth (30th) day after the date the notice was mailed, the Owner may request a hearing pursuant to Section 209.007 of the Texas Property Code, and further, if the hearing held pursuant to Section 209.007 of the Texas Property Code is to be held by a committee appointed by the Board, a statement notifying the Owner that he or she has the right to appeal the committee's decision to the Board by written notice to the Board; and (7) a statement that the Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. section *et seq*), if the Owner is serving on active military duty. The Violation Notice sent out pursuant to this paragraph is further subject to the following:

(A) First Violation. If the Owner has not been given notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months, the Violation Notice will state those items set out in (1) – (7) above, along with a reasonable timeframe by which the violation must be cured to avoid the fine. The Violation Notice must state that any future violation of the same rule may result in the levy of a fine. A fine pursuant to the *Schedule of Fines* may be levied if an Owner does not cure the violation within the timeframe set forth in the notice.

(B) Types of Violations. If the violation is of an uncurable nature or poses a threat to public health or safety (as exemplified in Section 209.006 of the Texas Property Code), then the Violation Notice shall state those items set out in (1), (2), (3), (5), (6), and (7) above, and the Association shall have the right to exercise any enforcement remedy afforded to it under the Documents, including but not limited to the right to levy a fine pursuant to the *Schedule of Fines.* For purposes of this section, a violation is considered a threat to public health or safety if the violation could materially affect the physical health or safety of an ordinary resident. For purposes of this section, a violation is considered uncurable if the violation has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. For purposes of this subsection, the nonrepetition of a one-time violation or other violation that is not ongoing is not considered an adequate remedy.

The following are examples of acts considered uncurable for purposes of this section:

(1) shooting fireworks;

(2) an act constituting a threat to health or safety;

(3) a noise violation that is not ongoing;

(4) property damage, including the removal or alteration of landscape; and

(5) holding a garage sale or other event prohibited by a dedicatory instrument.

The following are examples of acts considered curable for purposes of this section:

(1) a parking violation;

(2) a maintenance violation;

(3) the failure to construct improvements or modifications in accordance with approved plans and specifications; and

(4) an ongoing noise violation such as a barking dog.

(C) Repeat Violation without Attempt to Cure. If the Owner has been given a Violation Notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months but commits the violation again, then the Owner shall not be entitled to an additional Violation Notice or a hearing pursuant to Section 209.007 of the Texas Property Code, and the Association shall have the right to exercise any enforcement remedy afforded to it under the Documents, including but not limited to the right to levy a fine pursuant to the *Schedule of Fines*. After an Owner has been provided a Violation Notice as set forth herein and assessed fines in the amounts set forth in the *Schedule of Fines*, if the Owner has never cured the violation in response to any Violation Notices sent or any fines levied, then the Board, in its sole discretion, may determine that such a circumstance is a continuous violation which warrants a levy of a fine based upon a daily, monthly, or quarterly amount as determined by the Board.

6. Violation Hearing. If the Owner is entitled to an opportunity to cure the violation, the Owner may submit a written request to the Association for a hearing before the Board or a committee appointed by the Board to discuss and verify the facts and attempt to resolve the matter, and to request a hearing the Owner must submit a written request (the "**Request**") to the Association's manager (or to the Board if there is no manager) within thirty (30) days after the Owner receives the Violation Notice; the Association shall hold the requested hearing not later than thirty (30) days after the Association receives the Request; the Board shall notify the Owner of the date,

time, and place of the hearing not later than ten (10) days before the hearing date, and the notice of hearing shall include copies of all documents, photographs, and communications that the Association intends to introduce at the hearing; if the Association does not provide such documents, photographs, and communications to the Owner at least ten (10) days before the hearing date, then, upon the Owner's written request, the hearing shall be automatically postponed for an additional fifteen (15) days; the hearing will be scheduled to provide a reasonable opportunity for both the Board (or committee) and the Owner to attend; the Board (or committee) or the Owner may request one postponement and, if requested, such postponement shall be granted for a period of not more than ten (10) days, except as otherwise required by Applicable Law (including the automatic fifteen (15) day postponement described above), and additional postponements may be granted by agreement of the parties; notwithstanding the foregoing, the Association may exercise its other rights and remedies as set forth in Section 209.007(d) and (e) of the Texas Property Code; any hearing before the Board shall be held in closed or executive session; at the hearing, the Board (or committee) shall consider the facts and circumstances surrounding the alleged violation; unless the parties agree otherwise or Applicable Law requires a different timeframe, if the matter is not resolved at the hearing, the Association will communicate its decision in writing to the Owner within fifteen (15) days after the date of the hearing; the Owner may attend the hearing in person and may be represented by another person (including legal counsel) upon advance written notice to the Board (or committee); the Owner or the Association may make an audio recording of the hearing; if the Owner intends to make an audio recording, the Owner must provide advance written notice to the Board (or committee) of such intent, and the Owner's Request shall include a statement noticing the Owner's intent to make an audio recording of the hearing; otherwise, no audio or video recording of the hearing may be made, unless otherwise approved by the Board (or committee); the minutes of the hearing must contain a statement of the results of the hearing and the fine, if any, imposed, and a copy of the Violation Notice and the Request should be included in or attached to the minutes of the hearing; if the Owner appears at the hearing, the notice requirements shall be deemed satisfied; and unless otherwise agreed by the Board, each hearing shall be conducted in accordance with the agenda attached hereto as Exhibit A.

7. Due Date. Fine and/or damage charges are due immediately if the violation is uncurable or poses a threat to public health or safety. If the violation is curable, the fine and/or damage charges are due immediately after the later of: (1) the date that the cure period set out in the first Violation Notice ends and the Owner does not attempt to cure the violation or the attempted cure is unacceptable to Association, or (2) if a hearing is requested by the Owner, such fines or damage charges will be due immediately after the Board's final decision on the matter, assuming that a fine or damage charge of some amount is confirmed by the Board at such hearing.

8. Lien Created. The payment of each fine and/or damage charge levied by the Board against the Owner of a Lot is, together with interest as provided in Section 5.11 of the Covenant and all costs of collection, including attorney's fees as herein provided, secured by the lien granted to the Association pursuant to Section 5.01(b) of the Covenant. The fine and/or damage charge will be considered an Assessment for the purpose of this Article and will be enforced in accordance with the terms and provisions governing the enforcement of assessments pursuant to Article 5 of the Covenant.

9. Levy of Fine. Any fine levied shall be reflected on the Owner's periodic statements of account or delinquency notices.

10. Foreclosure. The Association may not foreclose its assessment lien on a debt consisting solely of fines.

11. Amendment of Policy. This policy may be revoked or amended from time to time by the Board. This policy will remain effective until the Association records an amendment to this policy in the county's official public records.

12. Notice of Policy. The Association shall provide a copy of this Fine and Enforcement Policy to each Owner by either (1) posting the Fine and Enforcement Policy on the Association's website (or posted by an agent acting on behalf of the Association) and accessible to members of the Association, or (2) annually sending a copy of the Fine and Enforcement Policy, which may be separate or included in routine communication from the Association to Owners, by (i) hand delivery to the Owner, (ii) first class mail to the Owner's last known mailing address, or (iii) e-mail to an e-mail address provided to the Association by the Owner. In addition, the Fine and Enforcement Policy shall be made available on any publicly accessible Internet website maintained by the Association or an agent acting on behalf of the Association.

13. Residential Watering Restriction. The Association may not assess a fine against an Owner for a violation of an applicable restrictive covenant or rule that requires the Owner to plant or install grass or turf, or maintain green vegetation or turf, or prohibits discolored or brown vegetation or turf on the Property, during a period when the Owner's Lot is subject to a residential watering restriction under which discolored or brown vegetation or turf could reasonably result, and before the sixtieth (60th) day after the date a residential watering restriction is lifted. "**Residential watering restriction**" means a temporary restriction of water use to irrigate residential vegetation or turf that is mandated by a municipality, water utility, or other wholesale or retail water supplier as part of a strategy to conserve water during a period of drought. This provision is intended to comply with Section 202.008 of the Texas Property Code, as amended.

Schedule of Fines

The Board has adopted the following general schedule of fines for categories of violations of the Documents. The number of notices set forth below does not mean that the Board is required to provide each notice prior to exercising additional remedies as set forth in the Documents. The Board may elect to pursue such additional remedies at any time in accordance with Applicable Law. The Board also reserves the right to set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effect of the violation:

FINES FOR VIOLATIONS OF THE DOCUMENTS‡:

Category of Violation	Notice	Fine Amount
Curable Violation	**Courtesy Letter (if sent)**	**None**
	Violation Letter (if sent)	**None**
	1st Notice of Fine Letter (Demand Letter	**$55.00**

	2nd Notice of Fine Letter	**$75.00**
	3rd Notice of Fine Letter	**$105.00**
	Subsequent Notice of Fine Letters	**$105.00**
Uncurable Violation*	**Fine Letter for Violation of the Covenant regarding leasing of Units**	**$1,000.00**
	Fine Letter for all other Uncurable Violations	**$200.00**

**Fines for uncurable violations will be assessed in the following amounts, with each day of the violation being considered a separate offense.*

‡ Any fines leived by the Association is the personal obligation of the Owner. The Board reserves the right to adjust these fine amounts based on the severity and/or frequency of the violation.

EXHIBIT A

HEARING BEFORE THE BOARD

Note: An individual will act as the Association's representative (the "**Association Representative**"). The Association Representative will provide introductory remarks and administer the hearing agenda.

I. Introduction

Association Representative: The Board of Directors has convened to conduct a hearing at the written request of an owner.

This hearing is being conducted as required by Section 209.007 of the Texas Property Code, and is an opportunity for the Association and the owner to discuss and verify facts and attempt to resolve the matter at issue. If no resolution is reached during the hearing, the Association will communicate its decision in writing within fifteen (15) days.

II. Presentation of Facts

Association Representative: This portion of the hearing is to permit a representative of the Association the opportunity to describe the violation and to present any information the Association wishes to offer. After the Association's representative has finished the presentation, the owner or any representative will be given the opportunity to present information and issues relevant to the appeal or dispute.

[Presentations]

III. Discussion

Association Representative: This portion of the hearing is to permit the Board and the owner to discuss matters relevant to the violation.

IV. Resolution

Association Representative: [Announce any agreement or resolution or state that the Board will take the matter under advisement]

V. Adjournment

Association Representative: At this time the hearing is adjourned.

ATTACHMENT 4

HERITAGE MILL RESIDENTIAL COMMUNITY, INC.
ASSESSMENT COLLECTION POLICY

Heritage Mill is a community (the "**Community**") created by and subject to the Heritage Mill Master Covenant recorded in the Official Public Records of Williamson County, Texas, as it may be amended from time to time (the "**Covenant**"). The operation of the Community is vested in Heritage Mill Residential Community, Inc., a Texas non-profit corporation (the "**Association**"), acting through its board of directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Covenant, Certificate, Bylaws, Community Manual, the Design Guidelines (if adopted), any applicable Development Area Declaration, any applicable Notice of Applicability, and rules and regulations promulgated by the Association pursuant to the Covenant or any Development Area Declaration, as adopted and amended from time to time (collectively, the "**Documents**"), including the obligation of Owners to pay Assessments pursuant to the terms and provisions of the Documents.

The Board hereby adopts this Assessment Collection Policy to establish equitable policies and procedures for the collection of Assessments levied pursuant to the Documents. Terms used in this policy, but not defined, shall have the meaning ascribed to such term in the Documents.

Section 1. DELINQUENCIES, LATE CHARGES & INTEREST

1-A. Due Date. An Owner will timely and fully pay Assessments. Regular Assessments are assessed annually and are due and payable on the first calendar day of the month at the beginning of the fiscal year, or in such other manner as the Board may designate in its sole and absolute discretion.

1-B. Delinquent. Any Assessment that is not fully paid when due is delinquent. When the account of an Owner becomes delinquent, it remains delinquent until paid in full — including collection costs, interest and late fees.

1-C. Late Fees & Interest. If the Association does not receive full payment of an Assessment by 5:00 p.m. on the due date established by the Board, the Association may levy a late fee of $25 per month and/or interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof (or if there is no such highest rate, then at the rate of 1 and 1/2% per month) until paid in full.

1-D. Liability for Collection Costs. The defaulting Owner is liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, court costs, filing fees, and other reasonable costs and attorney's fees incurred by the Association in collecting the delinquency.

1-E. Insufficient Funds. The Association may levy a charge of $25 for any check returned to the Association marked "not sufficient funds" or the equivalent.

1-F. Waiver. Properly levied collection costs, late fees, and interest may only be waived by a Majority of the Board.

Section 2. INSTALLMENTS & ACCELERATION

If an Assessment, other than a Regular Assessment, is payable in installments, and if an Owner defaults in the payment of any installment, the Association may declare the entire Assessment in default and accelerate the due date on all remaining installments of the Assessment. An Assessment, other than a Regular Assessment, payable in installments may be accelerated only after the Association gives the Owner at least fifteen (15) days prior notice of the default and the Association's intent to accelerate the unpaid balance if the default is not timely cured. Following acceleration of the indebtedness, the Association has no duty to reinstate the installment program upon partial payment by the Owner.

Section 3. PAYMENTS

3-A. Application of Payments. After the Association notifies the Owner of a delinquency and the Owner's liability for late fees or interest, and collection costs, any payment received by the Association shall be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations on checks, and the date the obligations arose:

(1) Delinquent assessments	(4) Other attorney's fees
(2) Current assessments	(5) Fines
(3) Attorney fees and costs associated with delinquent assessments	(6) Any other amount

3-B. Payment Plans. The Association shall offer a payment plan to a delinquent Owner with a minimum term of at least three (3) months from the date the payment plan is requested for which the Owner may be charged reasonable administrative costs and interest. The Association will determine the actual term of each payment plan offered to an Owner in its sole and absolute discretion. An Owner is not entitled to a payment plan if the Owner has defaulted on a previous payment plan in the last two (2) years. The Association is not required to make a payment plan available to a Member after the Delinquency Cure Period allowed under Paragraph 5-B expires. If an Owner is in default at the time the Owner submits a payment, the Association is not required to follow the application of payments schedule set forth in Paragraph 3-A.

3-C. Partial and Conditioned Payment. The Association may refuse to accept partial payment (*i.e.,* less than the full amount due and payable) and payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the Owner's account. If the Association does not accept the payment at that time, it will promptly refund the payment to the payer. A payment that is not refunded to the payer within thirty (30) days after being deposited by the Association

may be deemed accepted as to payment, but not as to words of limitation or instruction accompanying the payment. The acceptance by the Association of partial payment of delinquent Assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations.

3-D. Notice of Payment. If the Association receives full payment of the delinquency after Recording a notice of lien, the Association will cause a release of notice of lien to be publicly Recorded, a copy of which will be sent to the Owner. The Association may require the Owner to prepay the cost of preparing and Recording the release.

3-E. Correction of Credit Report. If the Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Association will report receipt of payment to the credit reporting service.

Section 4. LIABILITY FOR COLLECTION COSTS

4-A. Collection Costs. The defaulting Owner may be liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, filing fees, and other reasonable costs and attorney's fees incurred in the collection of the delinquency.

Section 5. COLLECTION PROCEDURES

5-A. Delegation of Collection Procedures. From time to time, the Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to the Association's Manager, an attorney, or a debt collector.

5-B. Delinquency Notices. If the Association has not received full payment of an Assessment by the due date, the Association may send written notice of nonpayment to the defaulting Owner, by certified mail, stating: (a) the amount delinquent and the total amount of the payment required to make the account current, (b) the options the Owner has to avoid having the account turned over to a collection agent, as such term is defined in Texas Property Code Section 209.0064, including information regarding availability of a payment plan through the Association, and (c) that the Owner has forty-five (45) days for the Owner to cure the delinquency before further collection action is taken (the "**Delinquency Cure Period**"). The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner.

5-C. Verification of Owner Information. The Association may obtain a title report to determine the names of the Owners and the identity of other lien-holders, including the mortgage company.

5-D. Collection Agency. The Board may employ or assign the debt to one or more collection agencies.

5-E. Notification of Mortgage Lender. The Association may notify the Mortgage lender of the default obligations.

5-F. Notification of Credit Bureau. The Association may report the defaulting Owner to one or more credit reporting services. In that event, at least thirty (30) business days prior to reporting to a credit bureau, a copy of the notice shall be sent via certified mail, hand delivery or electronic delivery to the defaulting Owner, which shall include a detailed report of all delinquent charges owed and information regarding any payment plan opportunities offered to the defaulting Owner. The Association shall not report any delinquent charges, fines, or fees to a credit report services that are the subject of a pending dispute between the defaulting Owner and the Association. The defaulting Owner will not be liable for any costs or fees associated with any actual reporting of any delinquency to the credit reporting services.

5-G. Collection by Attorney. If the Owner's account remains delinquent for a period of ninety (90) days, the Manager of the Association or the Board of the Association shall refer the delinquent account to the Association's attorney for collection. In the event an account is referred to the Association's attorney, the Owner will be liable to the Association for its legal fees and expenses. Upon referral of a delinquent account to the Association's attorney, the Association's attorney will provide the following notices and take the following actions unless otherwise directed by the Board:

(1) Initial Notice: Preparation of the Initial Notice of Demand for Payment Letter. If the account is not paid in full within forty-five (45) days (unless such notice has previously been provided by the Association), then

(2) Lien Notice: Preparation of the Lien Notice and Demand for Payment Letter and Recordation of a Notice of Unpaid Assessment Lien. If the account is not paid in full within thirty (30) days, then

(3) Final Notice: Preparation of the Final Notice of Demand for Payment Letter and Intent to Foreclose and Notice of Intent to Foreclose to Lender. If the account is not paid in full within thirty (30) days, then

(4) Foreclosure of Lien: Only upon specific approval by a majority of the Board.

5-H. Notice of Lien. The Association's attorney may cause a notice of the Association's Assessment lien against the Owner's home to be publicly Recorded. Before the Association's attorney causes a notice of the Association's Assessment lien against the Owner's home to be publicly Recorded, the Association must provide notice(s) of delinquency in accordance with the following.

(1) First Notice: The First Notice of delinquency must be provided to Owner by either (i) first class mail to the Owner's last known mailing address, as reflected in the records maintained by the Association, or (ii) by e-mail to an e-mail address the Owner has provided to the Association. If the account is not paid in full within thirty (30) days, then

(2) Second Notice: The Second Notice of delinquency must be provided to Owner by certified mail, return receipt requested, to the Owner's last known mailing address, as reflected in the records maintained by the Association, not earlier than the thirtieth (30th) day after the First Notice is given.

The First Notice and Second Notice may also be sent to the Owner's Mortgagee. The Association may not file the Association's Assessment lien against the Owner's home until the ninetieth (90th) day after the date the Second Notice of delinquency was sent to the Owner. This section shall not apply to an Owner covered by the Servicemembers Civil Relief Act (50 U.S.C. Section 3901 et seq.) the protections to which the Owner is entitled under the Act.

5-I. Cancellation of Debt. If the Board deems the debt to be uncollectible, the Board may elect to cancel the debt on the books of the Association, in which case the Association may report the full amount of the forgiven indebtedness to the Internal Revenue Service as income to the defaulting Owner.

5-J. Suspension of Use of Certain Facilities or Services. The Board may suspend the use of the Common Area amenities by an Owner, or his Occupant, whose account with the Association is delinquent for at least forty-five (45) days.

Section 6. GENERAL PROVISIONS

6-A. Independent Judgment. Notwithstanding the contents of this detailed policy, the officers, directors, Manager, and attorney of the Association may exercise their independent, collective, and respective judgment in applying this policy.

6-B. Other Rights. This policy is in addition to and does not detract from the rights of the Association to collect Assessments under the Documents and the laws of the State of Texas.

6-C. Limitations of Interest. The Association, and its officers, directors, Managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Documents or any other document or agreement executed or made in connection with this policy, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by Applicable Law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by law, the excess amount will be applied to the reduction of unpaid Assessments, or reimbursed to the Owner if those Assessments are paid in full.

6-D. Notices. Unless the Documents, Applicable Law, or this policy provide otherwise, any notice or other written communication given to an Owner pursuant to this policy will be deemed delivered to the Owner upon depositing same with the U.S. Postal Service, addressed to the Owner at the most recent address shown on the Association's records, or on personal delivery to the Owner. If the Association's records show that an Owner's property is owned by two (2) or more persons, notice to one co-Owner is deemed notice to all co-Owners. Similarly, notice to one Occupant is deemed notice to all Occupants. Written communications to the Association, pursuant to this policy, will be deemed given on actual receipt by the Association's president, secretary, managing agent, or attorney.

6-E. Amendment of Policy. This policy may be amended from time to time by the Board.

ATTACHMENT 5

HERITAGE MILL RESIDENTIAL COMMUNITY, INC.
RECORDS INSPECTION, COPYING AND RETENTION POLICY

Terms used but not defined in this policy will have the meaning ascribed to such terms in that certain Heritage Mill Master Covenant recorded in the Official Public Records of Williamson County, Texas, as it may be amended from time to time (the "**Covenant**").

Note: Texas statutes presently render null and void any restriction in the Covenant which restricts or prohibits the inspection, copying and/or retention of association records and files in violation of the controlling provisions of the Texas Property Code or any other applicable state law. The Board has adopted this policy in lieu of any express prohibition or any provision regulating such matters which conflict with Texas law, as set forth in the Covenant.

1. **Written Form**. The Association shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

2. **Request in Writing; Pay Estimated Costs In Advance**. An Owner (or an individual identified as an Owner's agent, attorney or certified public accountant, provided the designation is in writing and delivered to the Association) may submit a written request via certified mail to the Association's mailing address or authorized representative listed in the management certificate to access the Association's records. The written request must include sufficient detail describing the books and records requested and whether the Owner desires to inspect or copy the records. Upon receipt of a written request, the Association may estimate the costs associated with responding to each request, which costs may not exceed the costs allowed pursuant to Texas Administrative Code Section 70.3, as may be amended from time to time (a current copy of which is attached hereto). Before providing the requested records, the Association will require that the Owner remit such estimated amount to the Association. The Association will provide a final invoice to the Owner on or before the 30th business day after the records are provided by the Association. If the final invoice includes additional amounts due from the requesting party, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the Owner, may be added to the Owner's account as an Assessment. If the estimated costs exceeded the final invoice amount, the Owner is entitled to a refund, and the refund shall be issued to the Owner not later than the 30th business day after the date the final invoice is sent to the Owner.

3. **Period of Inspection**. Within ten (10) business days from receipt of the written request, the Association must either: (1) provide the copies to the Owner; (2) provide available inspection dates; or (3) provide written notice that the Association cannot produce the documents within the ten (10) business days along with either: (i) another date within an additional fifteen (15) business days on which the records may either be inspected or by which the copies will be sent to the Owner; or (ii) a notice that after a diligent search, the requested records are missing and cannot be located.

4. **Records Retention**. The Association shall keep the following records for at least the time periods stated below:

a. **PERMANENT**: The Articles of Incorporation or the Certificate of Formation, the Bylaws and the Covenant, any and all other governing documents, guidelines, rules, regulations and policies and all amendments thereto Recorded in the property records to be effective against any Owner and/or Member of the Association.

b. **FOUR (4) YEARS**: Contracts with a term of more than one (1) year between the Association and a third party. The four (4) year retention term begins upon expiration of the contract term.

c. **FIVE (5) YEARS**: Account records of each Owner. Account records include debit and credit entries associated with amounts due and payable by the Owner to the Association, and written or electronic records related to the Owner and produced by the Association in the ordinary course of business.

d. **SEVEN (7) YEARS**: Minutes of all meetings of the Board and the Owners.

e. **SEVEN (7) YEARS**: Financial books and records produced in the ordinary course of business, tax returns and audits of the Association.

f. **GENERAL RETENTION INSTRUCTIONS**: "Permanent" means records which are not to be destroyed. Except for contracts with a term of one (1) year or more (See item 4.b. above), a retention period starts on the last day of the year in which the record is created and ends on the last day of the year of the retention period. For example, if a record is created on June 14, 2017, and the retention period is five (5) years, the retention period begins on December 31, 2017 and ends on December 31, 2022. If the retention period for a record has elapsed and the record will be destroyed, the record should be shredded or otherwise safely and completely destroyed. Electronic files should be destroyed to ensure that data cannot be reconstructed from the storage mechanism on which the record resides.

5. **Confidential Records**. As determined in the discretion of the Board, certain Association records may be kept confidential such as personnel files, Owner account or other personal information (except addresses) unless the Owner requesting the records provides a court order or written authorization from the person whose records are sought.

6. **Attorney Files**. Attorney's files and records relating to the Association (excluding invoices requested by an Owner pursuant to Texas Property Code Section 209.008(d)), are not records of the Association and are not: (a) subject to inspection by the Owner; or (b) subject to production in a legal proceeding. If a document in an attorney's files and records relating to the Association would be responsive to a legally authorized request to inspect or copy Association documents, the document shall be produced by using the copy from the attorney's files and records if the Association has not maintained a separate copy of the document. The Association is not required under any circumstance to produce a document for inspection or copying that constitutes attorney work product or that is privileged as an attorney-client communication.

7. **Presence of Board Member or Manager; No Removal**. At the discretion of the Board or the Association's Manager, certain records may only be inspected in the presence of a Board member or employee of the Association's Manager. No original records may be removed from the office without the express written consent of the Board.

TEXAS ADMINISTRATIVE CODE
TITLE 1, PART 3, CHAPTER 70
RULE §70.3 - CHARGES FOR PROVIDING COPIES OF PUBLIC INFORMATION

(a) The charges in this section to recover costs associated with providing copies of public information are based on estimated average costs to governmental bodies across the state. When actual costs are 25% higher than those used in these rules, governmental bodies other than agencies of the state, may request an exemption in accordance with §70.4 of this title (relating to Requesting an Exemption).

(b) Copy charge.

(1) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is $.10 per page or part of a page. Each side that has recorded information is considered a page.

(2) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

(A) Diskette--$1.00;

(B) Magnetic tape--actual cost;

(C) Data cartridge--actual cost;

(D) Tape cartridge--actual cost;

(E) Rewritable CD (CD-RW)--$1.00;

(F) Non-rewritable CD (CD-R)--$1.00;

(G) Digital video disc (DVD)--$3.00;

(H) JAZ drive--actual cost;

(I) Other electronic media--actual cost;

(J) VHS video cassette--$2.50;

(K) Audio cassette--$1.00;

(L) Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper--See also §70.9 of this title)--$.50;

(M) Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic--actual cost.

(c) Labor charge for programming. If a particular request requires the services of a programmer in order to execute an existing program or to create a new program so that requested information may be accessed and copied, the governmental body may charge for the programmer's time.

(1) The hourly charge for a programmer is $28.50 an hour. Only programming services shall be charged at this hourly rate.

(2) Governmental bodies that do not have in-house programming capabilities shall comply with requests in accordance with §552.231 of the Texas Government Code.

(3) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of §552.261(b) of the Texas Government Code.

(d) Labor charge for locating, compiling, manipulating data, and reproducing public information.

(1) The charge for labor costs incurred in processing a request for public information is $15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(2) A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:

(A) Two or more separate buildings that are not physically connected with each other; or

(B) A remote storage facility.

(3) A labor charge shall not be recovered for any time spent by an attorney, legal assistant, or any other person who reviews the requested information:

(A) To determine whether the governmental body will raise any exceptions to disclosure of the requested information under the Texas Government Code, Subchapter C, Chapter 552; or

(B) To research or prepare a request for a ruling by the attorney general's office pursuant to §552.301 of the Texas Government Code.

(4) When confidential information pursuant to a mandatory exception of the Act is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the public information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

(5) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of Texas Government Code, Chapter 552, §552.261(b).

(6) For purposes of paragraph (2)(A) of this subsection, two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.

(e) Overhead charge.

(1) Whenever any labor charge is applicable to a request, a governmental body may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If a governmental body chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity for charges made statewide.

(2) An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

(3) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. Example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, $15.00 x .20 = $3.00; or Programming labor charge, $28.50 x .20 = $5.70. If a request requires one hour of labor charge for locating, compiling, and reproducing information ($15.00 per hour); and one hour of programming labor charge ($28.50 per hour), the combined overhead would be: $15.00 + $28.50 = $43.50 x .20 = $8.70.

(f) Microfiche and microfilm charge.

(1) If a governmental body already has information that exists on microfiche or microfilm and has copies available for sale or distribution, the charge for a copy must not exceed the cost of its reproduction. If no copies of the requested microfiche or microfilm are available and the information on the microfiche or microfilm can be released in its entirety, the governmental body should make a copy of the microfiche or microfilm. The charge for a copy shall not exceed the cost of its reproduction. The Texas State Library and Archives Commission has the capacity to reproduce microfiche and microfilm for governmental bodies. Governmental bodies that do not have in-house capability to reproduce microfiche or microfilm are encouraged to contact the Texas State Library before having the reproduction made commercially.

(2) If only a master copy of information in microfilm is maintained, the charge is $.10 per page for standard size paper copies, plus any applicable labor and overhead charge for more than 50 copies.

(g) Remote document retrieval charge.

(1) Due to limited on-site capacity of storage documents, it is frequently necessary to store information that is not in current use in remote storage locations. Every effort should be made by governmental bodies to store current records on-site. State agencies are encouraged to store inactive or non-current records with the Texas State Library and Archives Commission. To the extent that the retrieval of documents results in a charge to comply with a request, it is permissible to recover costs of such services for requests that qualify for labor charges under current law.

(2) If a governmental body has a contract with a commercial records storage company, whereby the private company charges a fee to locate, retrieve, deliver, and return to storage the needed record(s), no additional labor charge shall be factored in for time spent locating documents at the storage location by the private company's personnel. If after delivery to the governmental body, the boxes must still be searched for records that are responsive to the request, a labor charge is allowed according to subsection (d)(1) of this section.

(h) Computer resource charge.

(1) The computer resource charge is a utilization charge for computers based on the amortized cost of acquisition, lease, operation, and maintenance of computer resources, which might include, but is not limited to, some or all of the following: central processing units (CPUs), servers, disk drives, local area networks (LANs), printers, tape drives, other peripheral devices, communications devices, software, and system utilities.

(2) These computer resource charges are not intended to substitute for cost recovery methodologies or charges made for purposes other than responding to public information requests.

(3) The charges in this subsection are averages based on a survey of governmental bodies with a broad range of computer capabilities. Each governmental body using this cost recovery charge shall determine which category(ies) of computer system(s) used to fulfill the public information request most closely fits its existing system(s), and set its charge accordingly. Type of System--Rate: mainframe--$10 per CPU minute; Midsize--$1.50 per CPU minute; Client/Server--$2.20 per clock hour; PC or LAN--$1.00 per clock hour.

(4) The charge made to recover the computer utilization cost is the actual time the computer takes to execute a particular program times the applicable rate. The CPU charge is not meant to apply to programming or printing time; rather it is solely to recover costs associated with the actual time required by the computer to execute a program. This time, called CPU time, can be read directly from the CPU

clock, and most frequently will be a matter of seconds. If programming is required to comply with a particular request, the appropriate charge that may be recovered for programming time is set forth in subsection (d) of this section. No charge should be made for computer print-out time. Example: If a mainframe computer is used, and the processing time is 20 seconds, the charges would be as follows: $10 / 3 = $3.33; or $10 / 60 x 20 = $3.33.

(5) A governmental body that does not have in-house computer capabilities shall comply with requests in accordance with the §552.231 of the Texas Government Code.

(i) Miscellaneous supplies. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for public information.

(j) Postal and shipping charges. Governmental bodies may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.

(k) Sales tax. Pursuant to Office of the Comptroller of Public Accounts' rules sales tax shall not be added on charges for public information (34 TAC, Part 1, Chapter 3, Subchapter O, §3.341 and §3.342).

(l) Miscellaneous charges: A governmental body that accepts payment by credit card for copies of public information and that is charged a "transaction fee" by the credit card company may recover that fee.

(m) These charges are subject to periodic reevaluation and update.

Source Note: The provisions of this §70.3 adopted to be effective September 18, 1996, 21 TexReg 8587; amended to be effective February 20, 1997, 22 TexReg 1625; amended to be effective December 3, 1997, 22 TexReg 11651; amended to be effective December 21, 1999, 24 TexReg 11255; amended to be effective January 16, 2003, 28 TexReg 439; amended to be effective February 11, 2004, 29 TexReg 1189; transferred effective September 1, 2005, as published in the Texas Register September 29, 2006, 31 TexReg 8251; amended to be effective February 22, 2007, 32 TexReg 614

ATTACHMENT 6

HERITAGE MILL RESIDENTIAL COMMUNITY, INC.
STATUTORY NOTICE OF POSTING AND RECORDATION OF ASSOCIATION GOVERNING DOCUMENTS

Terms used but not defined in this policy will have the meaning ascribed to such terms in that certain Heritage Mill Master Covenant recorded in the Official Public Records of Williamson County, Texas, as it may be amended from time to time (the "**Covenant**").

1. **Dedicatory Instruments**. As set forth in Texas Property Code Section 202.001, "dedicatory instrument" means each document governing the establishment, maintenance or operation of a residential subdivision, planned unit development, condominium or townhouse regime, or any similar planned development. The term includes the Covenant, the Development Area Declaration, or any similar instrument subjecting real property to: (a) restrictive covenants, bylaws, or similar instruments governing the administration or operation of a property owners' association; (b) properly adopted rules and regulations of the property owners' association; or (c) all lawful amendments to the covenants, bylaws, instruments, rules, or regulations. The term "dedicatory instrument" is referred to in this notice and the Covenant as the "Documents."

2. **Recordation of All Documents**. The Association shall file all of the Documents in the real property records of each county in which the property to which the Documents relate is located. Any dedicatory instrument comprising one of the Documents of the Association has no effect until the instrument is filed in accordance with this provision, as set forth in Texas Property Code Section 202.006.

3. **Online Posting of Documents**. The Association shall make all of the Recorded Documents relating to the Association or Development available on a website maintained by the Association, or a management company on behalf of the Association, and available to the Associations Members.

4. **Management Certificate**. The Association will maintain and update, as needed, a Management Certificate that contains: (a) the name of the subdivision; (b) the name of the Association; (c) the recording data for the subdivision; (d) the recording data for the Covenant and any amendments; (e) the name and mailing address of the Association; (f) the name, and mailing address, telephone number, and e-mail address of the person managing the Association or the Association's designated representative; (g) the website address where the Association's dedicatory instruments are available; (h) the amount and description of fees charged by the Association relating to a property transfer in the subdivision; and (i) any other information the Association considers appropriate. The Management Certificate must be signed and acknowledged by an officer or the managing agent of the Association. An amended Management Certificate must be recorded not later than the thirtieth (30th) day after the date the Association has notice of a change in any information in the recorded certificate. Not later than the seventh day after the date a Management Certificate or amendment is recorded, the document will also be electronically filed with the Texas Real Estate Commission.

ATTACHMENT 7

HERITAGE MILL RESIDENTIAL COMMUNITY, INC.
EMAIL REGISTRATION POLICY

Terms used but not defined in this policy will have the meaning ascribed to such terms in that certain Heritage Mill Master Covenant recorded in the Official Public Records of Williamson County, Texas, as it may be amended from time to time (the "**Covenant**").

1. **Purpose**. The purpose of this Email Registration Policy is to facilitate proper notice of annual and special meetings of Members of the Association pursuant to Section 209.0051(e) of the Texas Property Code.

2. **Email Registration**. Should an Owner wish to receive any and all email notifications of annual and special meetings of members of the Association, it is the Owner's sole responsibility to register his/her email address with the Association and to continue to keep the registered email address updated and current with the Association. In order to register an email address, an Owner must provide his/her name, address, phone number and email address through the method provided on the Association's website, if any, and/or to the official contact information provided by the Association for the Association's management company.

3. **Failure to Register**. An Owner may not receive email notification or communication of annual or special meetings of Members of the Association should the Owner fail to register his/her email address with the Association and/or properly and timely maintain an accurate email address with the Association. Correspondence to the Association and/or the Association's management company from an email address or by any method other than the method described in Paragraph No. 2 above will not be considered sufficient to register such email address with the Association.

4. **Amendment**. The Association may, from time to time, modify, amend, or supplement this Policy or any other rules regarding email registration.

ATTACHMENT 8

HERITAGE MILL RESIDENTIAL COMMUNITY, INC.
GENERATOR POLICY

Terms used but not defined in this policy will have the meaning ascribed to such terms in that certain Heritage Mill Master Covenant recorded in the Official Public Records of Williamson County, Texas, as it may be amended from time to time (the "**Covenant**").

A. ARCHITECTURAL REVIEW APPROVAL REQUIRED

As part of the installation and maintenance of a generator on an Owner's Lot, an Owner may submit plans for and install a standby electric generator ("**Generator**") upon written approval by the architectural review authority under the Covenant (the **"Heritage Mill Reviewer**").

B. GENERATOR PROCEDURES AND REQUIREMENTS

1. Application. Approval by the Heritage Mill Reviewer is required prior to installing a Generator. To obtain the approval of the Heritage Mill Reviewer for a Generator, the Owner shall provide the Heritage Mill Reviewer with the following information: (i) the proposed site location of the Generator on the Owner's Lot; (ii) a description of the Generator, including a photograph or other accurate depiction; and (iii) the size of the Generator (the **"Generator Application"**). A Generator Application may only be submitted by a tenant if the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Generator Application. The Heritage Mill Reviewer is not responsible for: (i) errors or omissions in the Generator Application submitted to the Heritage Mill Reviewer for approval; (ii) supervising installation or construction to confirm compliance with an approved Generator Application or (iii) the compliance of an approved application with Applicable Law.

2. Approval Conditions. Each Generator Application and all Generators to be installed in accordance therewith must comply with the following:

(i) The Owner must install and maintain the Generator in accordance with the manufacturer's specifications and meet all applicable governmental health, safety, electrical, and building codes.

(ii) The Owner must use a licensed contractor(s) to install all electrical, plumbing, and fuel line connections and all electrical connections must be installed in accordance with all applicable governmental health, safety, electrical, and building codes.

(iii) The Owner must install all natural gas, diesel fuel, biodiesel fuel, and/or hydrogen fuel line connections in accordance with applicable governmental health, safety, electrical, and building codes.

(iv) The Owner must install all liquefied petroleum gas fuel line connections in accordance with the rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical, and building codes.

(v) The Owner must install and maintain all non-integral standby Generator fuel tanks in compliance with applicable municipal zoning ordinances and governmental health, safety, electrical, and building codes.

(vi) The Owner must maintain in good condition the Generator and its electrical lines and fuel lines. The Owner is responsible to repair, replace, or remove any deteriorated or unsafe component of a Generator, including electrical and fuel lines.

(vii) The Owner must screen a Generator if it is visible from the street faced by the residence, located in an unfenced side or rear yard of a Lot, and is visible either from an adjoining residence or from adjoining property owned by the Association, and/or is located in a side or rear yard fenced by a wrought iron or residential aluminum fence and is visible through the fence either from an adjoining residence or from adjoining property owned by the Association.

(viii) The Owner may only perform periodic testing of the Generator consistent with the manufacturer's recommendations between the hours of 9 a.m. to 5 p.m., Monday through Friday.

(ix) No Owner shall use the Generator to generate all or substantially all of the electric power to the Owner's residence unless the utility-generated electrical power to the residence is not available or is intermittent due to causes other than nonpayment for utility service to the residence.

(x) No Owner shall locate the Generator (i) in the front yard of a residence; or (ii) in the side yard of a residence facing a street.

(xi) No Owner shall locate a Generator on property owned by the Association.

(xii) No Owner shall locate a Generator on any property owned in common by members of the Association.

3. Process. Any proposal to install a Generator on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to the requirements set forth in this Generator Policy when considering any such request.

4. Approval. Each Owner is advised that if the Generator Application is approved by the ACC, installation of the Generator must: (i) strictly comply with the Generator Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Generator to be installed in accordance with the approved Generator

Application, the Heritage Mill Reviewer may require the Owner to: (a) modify the Generator Application to accurately reflect the Generator installed on the Property; or (b) remove the Generator and reinstall the Generator in accordance with the approved Generator Application. Failure to install the Generator in accordance with the approved Generator Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of the Covenant and may subject the Owner to fines and penalties. Any requirement imposed by the Heritage Mill Reviewer to resubmit a Generator Application or remove and relocate a Generator in accordance with the approved Generator Application shall be at the Owner's sole cost and expense.

ATTACHMENT 9

HERITAGE MILL RESIDENTIAL COMMUNITY, INC.
RELIGIOUS DISPLAY POLICY

Terms used but not defined in this policy will have the meaning ascribed to such terms in that certain Heritage Mill Master Covenant recorded in the Official Public Records of Williamson County, Texas, as it may be amended from time to time (the "**Covenant**").

1. **Display of Religious Items**. Section 202.018 of the Texas Property Code provides certain rights for an Owner or Occupant to display or affix one or more religious items on the Owner's or Occupant's property. The display of which is motivated by the Owner's or Occupant's sincere religious belief.

2. **Content Prohibitions**. No religious item may be displayed that: (a) threatens the public health or safety; (b) violates a law other than a law prohibiting the display of religious speech; or (c) contains language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content.

3. **Location Restrictions**. No religious item may be displayed that: (a) is installed on property owned or maintained by the Association; (b) installed on or within Common Area; (c) violates any applicable building line, right-of-way, setback, or easement; or (d) is attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole, or fixture.

4. **Removal**. The Association may cause to be removed any item which is in violation of the terms and provisions of this policy.

5. **Conflicts**. To the extent that any provision of the Association's recorded covenants restrict or prohibit an Owner or Occupant from displaying or affixing a religious item in violation of the controlling provisions of Section 202.018 of the Texas Property Code, the Association shall have no authority to enforce such provisions, and the provisions of this policy shall control.

6. **Amendment**. This policy may be amended by the Declarant during the Development Period and, thereafter, by a Majority of the Board.

ATTACHMENT 10

HERITAGE MILL RESIDENTIAL COMMUNITY, INC.
POOL FENCING AND SECURITY DEVICES/FENCES POLICY

Terms used but not defined in this policy will have the meaning ascribed to such terms in that certain Heritage Mill Master Covenant recorded in the Official Public Records of Williamson County, Texas, as it may be amended from time to time (the "**Covenant**").

1. **Approval Required**. All improvements, including the installation of pool fencing, security measures, and security fencing, must be submitted for approval in accordance with the Heritage Mill Reviewer. Written approval must be furnished to the Owner before installation or construction may commence.

2. **Swimming Pool Enclosures**. The term "**Swimming Pool Enclosure**" means a fence surrounding a water feature, including a swimming pool or spa, consisting of transparent mesh or clear panels set in metal frames, is not more than six feet (6') in height and is designed not to be climbable. An Owner must submit any request to install a Swimming Pool Enclosure to the Heritage Mill Reviewer for approval. The Heritage Mill Reviewer will apply its architectural requirements to the request; however, the Heritage Mill Reviewer may not deny an Owner's request to install a Swimming Pool Enclosure if the Swimming Pool Enclosure conforms to Applicable Law and the Swimming Pool Enclosure is black in color and consists of transparent mesh set in metal frames.

3. **Security Measures**. To the extent an Owner is authorized by law to build or install security measures, including, but not limited to, a security camera, motion detector, or security/perimeter fencing, the Owner must still submit a request for architectural approval to the Heritage Mill Reviewer in accordance with the Association's architectural review requirements for the construction of or installation of Improvements. Front yard fencing is discouraged. However, if an Owner desires to install security fencing in the front yard, the fencing must consist of ornamental wrought iron or metal fencing (painted black) with the following general specifications: pickets ¾" square; rails 1 ½" square; standard posts 2 ½" square; picket spacing between 3" and 4"; post spacing 8' OC; height between 48" and 60". Slats, planks, or other solid material may not be installed on metal fencing.

4. **Amendment**. This policy may be amended by the Declarant during the Development Period and, thereafter, by a Majority of the Board.

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

2026049526

Pages: 48 Fee: $209.00
06/15/2026 11:50 AM
KWEEMS



Nancy E. Rister, County Clerk
Williamson County,Texas

ELECTRONICALLY RECORDED 2026049712
Williamson County, Texas Total Pages: 4

AFTER RECORDING RETURN TO:
KEVIN M. FLAHIVE
ARMBRUST & BROWN, PLLC
100 CONGRESS AVE., SUITE 1300
AUSTIN, TEXAS 78701

HERITAGE MILL

ADOPTION OF WORKING CAPITAL ASSESSMENT

Williamson County, Texas

Declarant: **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation doing business in Texas as **BROHN HOMES**

Cross Reference to that certain Heritage Mill Master Covenant, recorded under Document No. 2026049431, Official Public Records of Williamson County, Texas, as amended from time to time.

HERITAGE MILL
ADOPTION OF WORKING CAPITAL ASSESSMENT

The following Adoption of Working Capital Assessment is made pursuant to *Section 5.08* of that certain Heritage Mill Master Covenant, recorded under Document No. 2026049431, Official Public Records of Williamson County, Texas, as amended from time to time (the "**Covenant**"), by **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation doing business in Texas as **BROHN HOMES** ("**Declarant**"), and is as follows:

1. **Working Capital Assessment**. In accordance with *Section 5.08* of the Covenant, Declarant adopts a Working Capital Assessment amount equal to SIX HUNDRED AND 00/100 DOLLARS ($600.00), of which an amount equal to THREE HUNDRED AND 00/100 DOLLARS ($300.00) is allocated for use to discharge operating and maintenance expenses for the Internal Streets and shall be utilized by the Board only for such purpose so long as there are Internal Streets in the Development. The Working Capital Assessment applies to all Lots subject to the Covenant unless otherwise exempt pursuant to *Section 5.08* or *Section 5.10(e)* of the Covenant.

2. **Subject to Change**. The amount of the Working Capital Assessment designated hereunder is subject to change from time to time by Declarant, until the expiration or termination of the Development Period, and the Board thereafter.

3. **Capitalized Terms**. Capitalized terms used but not defined herein shall have the meanings ascribed such terms in the Covenant.

[SIGNATURE PAGE FOLLOWS]

Executed to be effective on the date this instrument is Recorded.

DECLARANT:

CLAYTON PROPERTIES GROUP, INC.,
a Tennessee corporation doing business in Texas as
BROHN HOMES

By: _____
Adam B. Boenig, Vice President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 10th day of June, 2026 by Adam B. Boenig, Vice President of Clayton Properties Group, Inc., a Tennessee corporation doing business in Texas as Brohn Homes, on behalf of said corporation.

(SEAL)

Makinley Morgan LaBure
My Commission Expires
4/15/2028
Notary ID134852033

_____
Notary Public Signature

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

2026049712

Pages: 4 Fee: $33.00
06/15/2026 03:56 PM
KCURRIE

Nancy E. Rister, County Clerk
Williamson County,Texas

ELECTRONICALLY RECORDED 2026049713
Williamson County, Texas Total Pages: 4

AFTER RECORDING RETURN TO:
KEVIN M. FLAHIVE
ARMBRUST & BROWN, PLLC
100 CONGRESS AVE., SUITE 1300
AUSTIN, TEXAS 78701

HERITAGE MILL

ADOPTION OF HERITAGE MILL REVIEWER FEE

Williamson County, Texas

Cross Reference to that certain Heritage Mill Master Covenant, recorded under Document No. 2026049431, Official Public Records of Williamson County, Texas, as amended from time to time.

HERITAGE MILL
ADOPTION OF HERITAGE MILL REVIEWER FEE

The following Adoption of the Heritage Mill Reviewer Fee is made pursuant to *Section 6.04(b)* of that certain Heritage Mill Master Covenant, recorded under Document No. 2026049431, Official Public Records of Williamson County, Texas, as amended from time to time (the "**Covenant**") by **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation doing business in Texas as **BROHN HOMES** ("**Declarant**"), and is as follows

1. **Initial Review Fee**. In accordance with *Section 6.04(b)* of the Covenant, the Heritage Mill Reviewer has the power and authority to impose a fee for the review of plans, specifications and other documents and information submitted to it pursuant to the terms of the Covenant. The Heritage Mill Reviewer hereby adopts an initial review fee in the amount of Two Hundred Fifty and No/100 Dollars ($250.00) (the "**Initial Review Fee**"). Such fee does not include any actual costs which may be incurred by the Heritage Mill Reviewer during the review process. Review comments will not be issued until the Initial Review Fee is submitted to the Heritage Mill Reviewer.

2. **Modification Review Fee**. The Heritage Mill Reviewer hereby adopts a modification review fee in the amount of Fifty and No/100 Dollars ($50.00) attributable to the review of plans, specifications and other documents and information submitted for the review and approval of minor modifications and remodel plans for already constructed Improvements (the "**Modification Review Fee**") pursuant to the terms of the Covenant.

3. **Subject to Change**. The amount of Initial Review Fee and the Modification Review Fee designated hereunder is subject to change from time to time by the Heritage Mill Reviewer.

4. **Payment of Initial Review Fee and Modification Review Fee**. The Initial Review Fee and the Modification Review Fee are due and payable concurrently with the submittal of any plans, specifications and other documents and information submitted to the Heritage Mill Reviewer for review and approval. Payment shall be made to Clayton Properties Group, Inc. d/b/a Brohn Homes, Attn: Heritage Mill Reviewer, 6720 Vaught Ranch Road, Suite 200, Austin, Texas 78730.

5. **Capitalized Terms.** Capitalized terms used by not defined herein shall have the meanings ascribed to such terms in the Covenant.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective on the date this instrument is Recorded.

DECLARANT:

CLAYTON PROPERTIES GROUP, INC.,
a Tennessee corporation doing business in Texas as
BROHN HOMES

By:_____
Adam B. Boenig, Vice President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 10th day of June, 2026 by Adam B. Boenig, Vice President of Clayton Properties Group, Inc., a Tennessee corporation doing business in Texas as Brohn Homes, on behalf of said corporation.

(SEAL)

Makinley Morgan LaBure
My Commission Expires
4/15/2028
Notary ID 134852033

_____
Notary Public Signature

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

2026049713

Pages: 4 Fee: $33.00
06/15/2026 03:56 PM
KCURRIE

Nancy E. Rister, County Clerk
Williamson County,Texas

ELECTRONICALLY RECORDED 2026049714
Williamson County, Texas Total Pages: 33

AFTER RECORDING RETURN TO:
KEVIN M. FLAHIVE
ARMBRUST & BROWN, PLLC
100 CONGRESS AVE., SUITE 1300
AUSTIN, TEXAS 78701

HERITAGE MILL

DEVELOPMENT AREA DECLARATION

[RESIDENTIAL]

Development Area 1

Williamson County, Texas

Declarant: **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation doing business in Texas as **BROHN HOMES**

Cross reference to Heritage Mill Master Covenant, recorded as Document No. 2026049431 in the Official Public Records of Williamson County, Texas, as it may be amended from time to time.

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HERITAGE MILL
DEVELOPMENT AREA DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
[RESIDENTIAL]
DEVELOPMENT AREA 1

This Heritage Mill Development Area Declaration of Covenants, Conditions, and Restrictions [Residential] – Development Area 1 (this "**Development Area Declaration**") is made by **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation doing business in Texas as **BROHN HOMES** ("**Declarant**"), and is as follows:

RECITALS

A. Declarant previously Recorded that certain Heritage Mill Master Covenant under Document No. 2026049431, in the Official Public Records of Williamson County, Texas (as it may be amended from time to time, the "**Covenant**").

B. Pursuant to the Covenant, Declarant served notice that portions of the Property may be made subject to one or more Development Area Declarations upon the Recording of one or more Notices of Applicability in accordance with *Section 9.05* of the Covenant, and once such Notices of Applicability have been Recorded, the portions of the Property described therein will constitute a Development Area and will be governed by and fully subject to this Development Area Declaration in addition to the Covenant.

A Development Area is a portion of Heritage Mill that is subject to the terms and provisions of the Covenant. A Development Area Declaration includes specific restrictions which apply to the Development Area, in addition to the terms and provisions of the Covenant.

C. Upon the further Recording of one or more Notices of Applicability, portions of the Property identified in such notice or notices will be subject to the terms and provisions of this Development Area Declaration. The Property made subject to the terms and provisions of this Development Area Declaration will be referred to herein as the "**Development Area**."

NOW, THEREFORE, it is hereby declared: (i) those portions of the Property as and when made subject to this Development Area Declaration by the filing of a Notice of Applicability will be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with such portions of the Property and will be binding upon all parties having right, title, or interest in or to such portions of the Property or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each Owner thereof; and (ii) each contract or deed conveying those portions of the Property which are made subject to this Development Area Declaration will conclusively be held to have been executed,

delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed; and (iii) that this Development Area Declaration will supplement and be in addition to the covenants, conditions, and restrictions of the Covenant.

ARTICLE 1
DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Development Area Declaration will have the meanings hereinafter specified:

"**Solar Energy Device**" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that stores solar-generated energy for use in heating or cooling or in the production of power, including solar roof titles and similar integrated solar roofing products.

Any other capitalized terms used but not defined in this Development Area Declaration shall have the meaning subscribed to such terms in the Covenant.

ARTICLE 2
GENERAL AND USE RESTRICTIONS

All of the Development Area shall be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

2.01 General.

(a) Conditions and Documents. The Development Area will be owned, held, encumbered, leased, used, occupied and enjoyed subject to this Development Area Declaration and the Documents.

(b) Ordinances. Ordinances and requirements imposed by local governmental authorities are applicable to the Development Area. Compliance with the Documents is not a substitute for compliance with such ordinances and regulations. Please be advised that the Documents do not purport to list or describe each restriction which may be applicable to the Development Area. Each Owner is advised to review all ordinances, requirements, regulations and encumbrances affecting the use and improvement of their Lot prior to submitting plans to the Heritage Mill Reviewer for approval. Furthermore, approval by the Heritage Mill Reviewer should not be construed by the Owner that any Improvement complies with the terms and provisions of any ordinances, requirements, regulations or encumbrances which may affect the Owner's Lot. Certain encumbrances may benefit parties whose interests are not addressed by the Heritage Mill Reviewer.

NOTICE
The Documents are subject to change from time to time. By owning or occupying a Lot, you agree to remain in compliance with the Documents, as they may change from time to time.

2.02 Conceptual Plans. All master plans, site plans, brochures, illustrations, information and marketing materials relating to the Development Area (collectively, the "**Conceptual Plans**") are conceptual in nature and are intended to be used for illustrative purposes only. The land uses and Improvements reflected on the Conceptual Plans are subject to change at any time and from time to time, and it is expressly agreed and understood that land uses within the Development Area may include uses which are not shown on the Conceptual Plans. Neither Declarant nor any Homebuilder or other developer of any portion of the Development Area makes any representation or warranty concerning such land uses and Improvements shown on the Conceptual Plans or otherwise planned for the Development Area and it is expressly agreed and understood that no Owner will be entitled to rely upon the Conceptual Plans in making the decision to purchase any land or Improvements within the Development Area. Each Owner who acquires a Lot within the Development Area acknowledges that development of the Development Area will likely extend over many years, and agrees that the Association will not engage in, or use Association funds to support, protest, challenge, or make any other form of objection to development of the Development Area or changes in the Conceptual Plans as they may be amended or modified from time to time.

2.03 Single-Family Residential Use. The Development Area shall be used solely for private single-family residential purposes. The Development Area may not be used for any other purposes without the prior written consent of Declarant, which consent may be withheld by Declarant in its sole and absolute discretion.

No professional, business, or commercial activity to which the general public is invited shall be conducted on any portion of the Development Area, except an Owner or Occupant may conduct business activities within a residence so long as: (i) such activity complies with Applicable Law; (ii) participation in the business activity is limited to the Owner(s) or Occupant(s) of a residence; (iii) the existence or operation of the business activity is not apparent or detectable by sight, i.e., no sign may be erected advertising the business within the Development Area, sound, or smell from outside the residence; (iv) the business activity does not involve door-to-door solicitation of residents within the Development Area; (v) the business does not, in the Board's judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Development Area which is noticeably greater than that which is typical of residences in which no business activity is being conducted; (vi) the business activity is consistent with the residential character of the Development Area and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Occupants of the Development Area as may be determined in the sole discretion of the Board; and (vii) the business does not require the installation of any machinery other than that customary to normal household operations. In addition, for the purpose of obtaining any business or commercial license, neither the residence nor Lot will be considered open to the public. The terms

"business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (x) such activity is engaged in full or part-time; (y) such activity is intended to or does generate a profit; or (z) a license is required. Leasing of a residence shall in compliance with *Section 2.04* will not be considered a business or trade within the meaning of this subsection. This subsection will not apply to any activity conducted by Declarant or a Homebuilder.

2.04 Rentals. No portion of the Development Area may be used as an apartment house, flat, lodging house, hotel, bed and breakfast lodge, or any similar purpose, but the primary residence constructed on a Lot may be leased for residential purposes for a lease term of no less than six (6) months. All leases must be in writing. The Owner must provide to its lessee copies of the Documents. Notice of any lease, together with such additional information as may be required by the Board, must be remitted to the Association by the Owner on or before the expiration of ten (10) days after the effective date of the lease. All leases must be for the entire residence.

2.05 Subdividing. No Lot shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Heritage Mill Reviewer; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey any easements or other interests less than the whole, all without the approval of the Heritage Mill Reviewer.

2.06 Hazardous Activities. No activities may be conducted on or within the Development Area and no Improvements may be constructed on or within any portion of the Development Area which, in the opinion of the Board, are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks may be discharged upon any portion of the Development Area unless discharged in conjunction with an event approved in advance by the Board and no open fires may be lighted or permitted except within safe and well-designed fireplaces or in contained barbecue units while attended and in use for cooking purposes. No portion of the Development Area may be used for the takeoff, storage, or landing of aircraft (including, without limitation, helicopters) except for medical emergencies.

2.07 Insurance Rates. Nothing shall be done or kept on the Development Area which would increase the rate of casualty or liability insurance or cause the cancellation of any such insurance on the Common Area or the Special Common Area, or the Improvements located thereon, without the prior written approval of the Board.

2.08 Mining and Drilling. No portion of the Development Area may be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other

hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth. This provision will not be construed to prevent the excavation of rocks, stones, sand, gravel, aggregate, or earth or the storage of such material for use as fill provided that such activities are conducted in conjunction with the construction of Improvements and/or the development of the Development Area by Declarant. Furthermore, this provision will not be interpreted to prevent the drilling of water wells by Declarant or otherwise approved in advance by the Heritage Mill Reviewer which are required to provide water to all or any portion of the Development Area. All water wells must also be approved in advance by any applicable regulatory authority.

2.09 Noise. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Development Area so as to be offensive or detrimental to any other portion of the Development Area or to its Occupants.

2.10 Animals - Household Pets. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for on or within the Development Area (as used in this paragraph, the term "domestic household pet" shall not mean or include non-traditional pets such pot-bellied pigs, miniature horses, exotic snakes or lizards, ferrets, monkeys, chickens or other exotic animals). The Board may determine, in its sole discretion, whether a particular pet is a domestic household pet within the ordinary meaning and interpretation of such words. No Owner or Occupant may keep on such Owner's Lot more than three (3) cats and dogs, in the aggregate. No animal may be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Development Area other than within the Owner's residence, or the fenced yard space associated therewith, unless confined to a leash. The Board may restrict pets to certain areas on the Development Area. No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration on the Development Area, and no kennels or breeding operation will be allowed. No animal may be allowed to run at large, and all animals must be kept within enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. No pet may be left unattended in yards, porches or other outside area. All pet waste will be removed and appropriately disposed of by the owner of the pet. All pets must be registered, licensed and inoculated as required by Applicable Law. All pets not confined to a residence must wear collars with appropriate identification tags and all outdoor cats are required to have a bell on their collar. If, in the opinion of the Board, any pet becomes a source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the Owner or Occupant, upon written notice, may be required to remove the pet from the Development Area.

2.11 Rubbish and Debris. As determined by the Board, no rubbish or debris of any kind may be placed or permitted to accumulate on or within the Development Area, and no odors will be permitted to arise therefrom so as to render all or any portion of the Development Area unsanitary, unsightly, offensive, or detrimental to any other property or Occupants. Refuse, garbage, and trash must be kept at all times in covered containers, and such containers must be kept within enclosed structures or appropriately screened from view. Each Owner will

contract with an independent disposal service to collect all garbage or other wastes, if such service is not provided by a governmental entity or the Association.

2.12 Maintenance. The Owners of each Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep their Lot and all Improvements thereon in good condition and repair and in a well-maintained, safe, clean and attractive condition at all times. The Board, in its sole discretion, shall determine whether a violation of the maintenance obligations set forth in this *Section 2.12* has occurred. Such maintenance includes, but is not limited to the following, which shall be performed in a timely manner, as determined by the Board, in its sole discretion:

(i) Prompt removal of all litter, trash, refuse, and wastes.

(ii) Lawn mowing and edging.

(iii) Tree and shrub pruning.

(iv) Watering.

(v) Keeping exterior lighting and mechanical facilities in working order.

(vi) Keeping lawn and garden areas alive, free of weeds, and attractive.

(vii) Keeping planting beds free of turf grass.

(viii) Keeping sidewalks and driveways in good repair.

(ix) Complying with Applicable Law.

(x) Repainting of Improvements.

(xi) Repair of exterior damage, and wear and tear to Improvements.

2.13 Street Landscape Area-Owner's Obligation to Maintain Landscaping. Each Owner will be responsible, at such Owner's sole cost and expense, for maintaining mowing, replacing, pruning, and irrigating the landscaping between the boundary of such Owner's Lot and the curb of any adjacent right-of-way, street or alley (the "**ST Landscape Area**") unless the responsibility for maintaining the ST Landscape Area is performed by the Association.

2.14 Antennas. Except as expressly provided below, no exterior radio or television antennas or aerial or satellite dish or disc, nor any Solar Energy Device, may be erected, maintained or placed on a Lot without the prior written approval of the Heritage Mill Reviewer; provided, however, that:

(i) an antenna designed to receive direct broadcast services, including direct-to-home satellite services, that is one meter or less in diameter; or

(ii) an antenna designed to receive video programming services via multipoint distribution services, including multi-channel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or

(iii) an antenna that is designed to receive television or radio broadcast signals;

(collectively, (i) through (iii) are referred to herein as the "**Permitted Antennas**") will be permitted subject to reasonable requirements as to location and screening as may be set forth in rules adopted by the Heritage Mill Reviewer, consistent with Applicable Law, in order to minimize obtrusiveness as viewed from streets and adjacent property. Declarant and/or the Association will have the right, but not the obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or any portion of the Development.

2.15 Location of Permitted Antennas. A Permitted Antenna may be installed solely on the Owner's Lot and shall not encroach upon any street, Common Area, Special Common Area, or any other portion of the Development Area. A Permitted Antenna shall be installed in a location on the Lot from which an acceptable quality signal can be obtained and where least visible from the street and the Development Area, other than the Lot. In order of preference, the locations of a Permitted Antenna which will be considered least visible by the Heritage Mill Reviewer are as follows:

(i) attached to the back of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street; then

(ii) attached to the side of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street.

The Heritage Mill Reviewer may, from time to time, modify, amend, or supplement the rules regarding installation and placement of Permitted Antennas.

Satellite dishes one meter or less in diameter, e.g., DirecTV or Dish satellite dishes, are permitted, HOWEVER, you are required to comply with the rules regarding installation and placement. These rules and regulations may be modified by the Heritage Mill Reviewer from time to time. Please contact the Heritage Mill Reviewer

for the current rules regarding installation and placement.

2.16 Signs. All signs must comply with Applicable Law. Unless otherwise permitted by Applicable Law, no sign of any kind may be displayed to the public view on any Lot without the prior written approval of the Heritage Mill Reviewer, except for:

(a) Declarant Signs. Signs erected by Declarant or erected with the advance written consent of Declarant;

(b) Security Signs. One small security service sign per Lot, provided that the sign has a maximum face area of two (2) square feet and is located no more than five (5) feet from the front elevation of the principal residence constructed upon the Lot;

(c) Permits. Permits as may be required by Applicable Law;

(d) Religious Item on Door. A religious item on the entry door or door frame of a residence (which may not extend beyond the outer edge of the door frame);

(e) Candidate or Measure Signs. Candidate or measure signs may be erected provided the sign: (i) is erected no earlier than the 90th day before the date of the election to which the sign relates; (ii) is removed no later than the 10th day after the date of the election to which the sign relates; and (iii) is ground-mounted. Only one sign may be erected for each candidate or measure item. In addition, signs which include any of the components or characteristics described in Section 259.002(d) of the Texas Election Code are prohibited;

(f) School Spirit Signs. One (1) temporary school "spirit" sign placed on the Lot. The sign must be professionally made and shall be limited to maximum face area of five (5) square feet on each visible side and, if free standing, is mounted on a single or frame post. The overall height of the sign from finished grade at the spot where the sign is located may not exceed four (4) feet. The sign must be removed within five (5) business days following the athletic season for which the sign relates; and

(g) No Soliciting Signs. A "no soliciting" sign near or on the front door to the principal residence constructed upon the Lot, provided, that the sign may not exceed twenty-five (25) square inches.

Any "For Sale" or "For Lease" sign must be approved in advance by the Heritage Mill Reviewer.

2.17 Flags. Owners are permitted to display certain flags on the Owner's Lot, as further set forth below:

(a) Approval Requirements. An Owner is permitted to display the flag of the United States of America, the flag of the State of Texas, an official or replica flag of any branch

of the United States Military, or one (1) flag with official insignia of a college or university ("**Permitted Flag**") and permitted to install a flagpole no more than five feet (5') in length affixed to the front of a residence near the principal entry or affixed to the rear of a residence ("**Permitted Flagpole**"). Only two (2) Permitted Flagpoles are allowed per residence. A Permitted Flag or Permitted Flagpole need not be approved in advance by the Heritage Mill Reviewer. Approval by the Heritage Mill Reviewer is required prior to installing vertical freestanding flagpoles installed in the front or back yard area of any Lot ("**Freestanding Flagpole**").

(b) Installation and Display. Unless otherwise approved in advance and in writing by the Heritage Mill Reviewer, Permitted Flags, Permitted Flagpoles and Freestanding Flagpoles, installed in accordance with the Flagpole Application, must comply with the following:

(i) No more than one (1) Freestanding Flagpole OR no more than two (2) Permitted Flagpoles are permitted per Lot, on which only Permitted Flags may be displayed;

(ii) Any Permitted Flagpole must be no longer than five feet (5') in length and any Freestanding Flagpole must be no more than twenty feet (20') in height

(iii) Any Permitted Flag displayed on any flagpole may not be more than three feet in height by five feet in width (3'x5');

(iv) The flag of the United States of America must be displayed in accordance with 4 U.S.C. Sections 5-10 and the flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;

(v) The display of a Permitted Flag, or the location and construction of a Permitted Flagpole or Freestanding Flagpole must comply with Applicable Law, easements and setbacks of record;

(vi) Each Permitted Flagpole or Freestanding Flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction thereof and harmonious with the residence;

(vii) Any Permitted Flag, Permitted Flagpole, and Freestanding Flagpole must be maintained in good condition and any deteriorated Permitted Flag or deteriorated or structurally unsafe Permitted Flagpole or Freestanding Flagpole must be repaired, replaced or removed;

(viii) A Permitted Flag may be illuminated by no more than one (1) landscaping light of low beam intensity which shall not be aimed towards or

directly affect any neighboring Lot. Such illumination will also comply with the outdoor lighting restrictions set forth in the Documents; and

(ix) Any external halyard of a Permitted Flagpole and Freestanding Flagpole must be secured so as to reduce or eliminate noise from flapping against the metal of the Permitted Flagpole and Freestanding Flagpole.

2.18 Tanks. The Heritage Mill Reviewer must approve any tank used or proposed in connection with a residence, including tanks for storage of fuel, water, oil, or liquid petroleum gas (LPG), and including swimming pool filter tanks. No elevated tanks of any kind may be erected, placed or permitted on any Lot within the Development Area without the advance written approval of the Heritage Mill Reviewer. All permitted tanks must be screened from view in accordance with a screening plan approved in advance by the Heritage Mill Reviewer. This provision will not apply to a tank used to operate a standard residential gas grill.

2.19 Temporary Structures. No tent, shack, or other temporary building, Improvement, or structure shall be placed upon the Development Area without the prior written approval of the Heritage Mill Reviewer; provided, however, that temporary structures necessary for storage of tools and equipment, and for office space for Declarant, Homebuilders, architects, and foremen during actual construction may be maintained with the prior approval of Declarant (unless placed by Declarant), approval to include the nature, size, duration, and location of such structure.

2.20 Outside Storage Buildings. Outside storage buildings located in a fenced rear yard of a Lot within the Development Area are allowed with the prior written approval of the Heritage Mill Reviewer. One (1) permanent storage building will be permitted if the storage building complies with all Applicable Law and otherwise, to the extent not less than stringent than Applicable Law, if: (i) the surface area of the pad on which the storage building is constructed is no more than one hundred (100) square feet; (ii) the height of the storage building, measured from the surface of the Lot to the highest point of the storage building, is no more than eight and one half feet (8½'); (iii) the exterior of the storage building is constructed of the same or substantially similar materials and of the same color as the principal residential structure constructed on the Lot within the Development Area; (iv) the roof of the storage building is the same material and color as the roof of the principal residential structure constructed on the Lot within the Development Area; and (v) the storage building is constructed within all applicable building setbacks. No storage building may be used for habitation.

2.21 Unsightly Articles; Vehicles. No article deemed to be unsightly by the Board will be permitted to remain on any Lot so as to be visible from adjoining property or from public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, all-terrain vehicles and garden maintenance equipment shall be kept at all times except when in actual use, in enclosed structures or screened from view and no repair or maintenance

work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash shall be kept, stored, or allowed to accumulate on any portion of the Development Area except within enclosed structures or appropriately screened from view. No: (i) racing vehicles; or (ii) other vehicles (including, without limitation, motorcycles or motor scooters) which are inoperable or do not have a current license tag shall be permitted to remain visible on any Lot or to be parked on any roadway within the Development Area.

2.22 Mobile Homes, Travel Trailers and Recreational Vehicles. No mobile homes, travel trailers or recreational vehicles shall be parked or placed on any street right of way, Lot, or used as a residence, either temporary or permanent, at any time; provided, however, such vehicles may be parked temporarily for a period not to exceed seventy-two (72) consecutive hours during each two (2) month period.

2.23 Basketball Goals; Permanent and Portable. Permanent basketball goals are permitted in the front of the residence on a Lot within the Development Area, provided the basketball goal is located approximately twenty feet (20') from the street curb. Permanent basketball goals are not permitted in any street right-of-way. The basketball goal backboard must be perpendicular to the street and mounted on a black metal pole permanently installed in the ground. Portable basketball goals are prohibited. Basketball goals must be properly maintained and painted, with the net in good repair. All basketball goals must be approved by the Heritage Mill Reviewer prior to being placed on any Lot.

2.24 Compliance with Documents. Each Owner, his or her family, Occupants of a Lot, tenants, and the guests, invitees, and licensees of the preceding shall comply strictly with the provisions of the Documents as the same may be amended from time to time. Failure to comply with any of the Documents shall constitute a violation of the Documents and may result in a fine against the Owner in accordance with *Section 5.14* of the Covenant, and shall give rise to a cause of action to recover sums due for damages or injunctive relief, or both, maintainable by Declarant, the Board on behalf of the Association, the Heritage Mill Reviewer, or by an aggrieved Owner. Without limiting any rights or powers of the Association, the Board may (but shall not be obligated to) remedy or attempt to remedy any violation of any of the provisions of Documents, and the Owner whose violation has been so remedied shall be personally liable to the Association for all costs and expenses of effecting (or attempting to effect) such remedy. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1-1/2%) per month) shall be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot shall be secured by the liens reserved in the Covenant for Assessments and may be collected by any means provided in the Covenant for the collection of Assessments, including, but not limited to, foreclosure of such

liens against the Owner's Lot(s). **Each such Owner shall release and hold harmless the Association and its officers, directors, employees and agents from any cost, loss, damage, expense, liability, claim or cause of action incurred or that may arise by reason of the Association's acts or activities under this *Section 2.24* (including any cost, loss, damage, expense, liability, claim or cause of action arising out of the Association's negligence in connection therewith), except for such cost, loss, damage, expense, liability, claim or cause of action arising by reason of the Association's gross negligence or willful misconduct. "Gross negligence" as used herein does not include simple negligence, contributory negligence or similar negligence short of actual gross negligence**.

2.25 Liability of Owners for Damage to Common Area. No Owner shall in any way alter, modify, add to or otherwise perform any work upon the Common Area or the Special Common Area without the prior written approval of the Board and Declarant during the Development Period. Each Owner shall be liable to the Association for any and all damages to: (i) the Common Area, the Special Common Area, and any Improvements constructed thereon; or (ii) any Improvements constructed on any Lot, the maintenance of which has been assumed by the Association, which damages were caused by the neglect, misuse or negligence of such Owner or Owner's family, or by any tenant or other Occupant of such Owner's Lot, or any guest or invitee of such Owner or Occupant. The full cost of all repairs of such damage shall be an Individual Assessment against such Owner's Lot, secured by a lien against such Owner's Lot and collectable in the same manner as provided in *Section 5.07* of the Covenant.

2.26 No Warranty of Enforceability. Declarant makes no warranty or representation as to the present or future validity or enforceability of the Documents. Any Owner acquiring a Lot in reliance on one or more of the Documents shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.

2.27 Party Wall Fences. A fence or wall located on or near the dividing line between two (2) Lots within the Development Area and intended to benefit both Lots constitutes a "**Party Wall**" and, to the extent not inconsistent with the provisions of this *Section 2.27*, is subject to the general rules of law regarding party walls and liability for property damage due to negligence, willful acts, or omissions.

(a) Encroachments & Easement. If the Party Wall is on one Lot due to an error in construction, the Party Wall is nevertheless deemed to be on the dividing line for purposes of this *Section 2.27*. Each Lot sharing a Party Wall is subject to an easement for the existence and continuance of any encroachment by the Party Wall as a result of construction, repair, shifting, settlement, or movement in any portion of the Party Wall, so that the encroachment may remain undisturbed as long as the Party Wall stands. Each Lot is subject to a reciprocal easement for the maintenance, repair, replacement, or reconstruction of the Party Wall.

(b) Right to Repair. If the Party Wall is damaged or destroyed from any cause, the Owner of either Lot may repair or rebuild the Party Wall to its previous

condition, and to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, the other Owner or Owners that the wall serves shall thereafter contribute to the cost of restoration thereof in equal proportions without prejudice, subject however, to the right of any such Owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions. The Owners of both Lots, their successors and assigns, have the right to the full use of the repaired or rebuilt Party Wall. No Party Wall may be constructed, repaired, or rebuilt without the advance written approval of the Heritage Mill Reviewer in accordance with *Article 6* of the Covenant.

(c) Maintenance Costs. The Owners of the adjoining Lots share equally the costs of repair, reconstruction, or replacement of the Party Wall, subject to the right of one Owner to call for larger contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions. If an Owner is responsible for damage to or destruction of the Party Wall, that Owner will bear the entire cost of repair, reconstruction, or replacement. If an Owner fails or refuses to pay his share of costs of repair or replacement of the Party Wall, the Owner advancing monies has a right to file a claim of lien for the monies advanced in the Official Public Records of Williamson County, Texas, and has the right to foreclose the lien as if it were a mechanic's lien. The right of an Owner to require contribution from another Owner under this *Section 2.27* is appurtenant to the Lot and passes to the Owner's successors in title.

(d) Alterations. The Owner of a Lot sharing a Party Wall may not cut openings in the Party Wall or alter or change the Party Wall in any manner that affects the use, condition, or appearance of the Party Wall to the adjoining Lot. The Party Wall will always remain in the same location as when erected unless otherwise approved by the Owner of each Lot sharing the Party Wall and the Heritage Mill Reviewer.

(e) Dispute Resolution. In the event of any dispute arising concerning a Party Wall, or under the provisions of this Section (the "**Dispute**"), the parties shall submit the Dispute to mediation. Should the parties be unable to agree on a mediator within ten (10) days after written request therefore by the Board, the Board shall appoint a mediator. If the Dispute is not resolved by mediation, the Dispute shall be resolved by binding arbitration. Either party may initiate the arbitration. Should the parties be unable to agree on an arbitrator within ten (10) days after written request therefore by the Board, the Board shall appoint an arbitrator. The decision of the arbitrator shall be binding upon the parties and shall be in lieu of any right of legal action that either party may have against the other. In the event an Owner fails to properly and on a timely basis (both standards to be determined by the Board in the Board's sole and absolute discretion) implement the decision of the mediator or arbitrator, as applicable, the Board may implement said mediator's or arbitrator's decision, as applicable. If the Board implements the mediator's or arbitrator's decision on behalf of an Owner, the Owner otherwise responsible therefor will be personally liable to the Association for the cost of

obtaining the all costs and expenses incurred by the Association in conjunction therewith. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1½%) per month) will be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot hereunder will be secured by the liens reserved in the Covenant for Assessments and may be collected by any means provided in the Covenant for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s).

2.28 Playscapes and Sports Courts. Playscapes and Sport Courts are permissible at the sole discretion of the Heritage Mill Reviewer. If allowed, these facilities must be properly sited and screened so as to minimize the visual and audio impact of the facility on adjacent properties. Sport Courts may not be lighted or enclosed with netting.

2.29 Decorations and Lighting. Unless otherwise permitted by *Section 2.16(d)*, no decorative appurtenances such as sculptures, birdbaths and birdhouses, fountains, or other decorative embellishments shall be placed on the residence or on the front yard or on any other portion of a Lot which is visible from any street, unless such specific items have been approved in writing by the Heritage Mill Reviewer. Customary seasonal decorations for holidays are permitted without approval by the Heritage Mill Reviewer but shall be removed within fifteen (15) days of the applicable holiday. Outside lighting fixtures shall be placed so as to illuminate only the yard of the applicable Lot and so as not to affect or reflect into surrounding residences or yards. No mercury vapor, sodium or halogen light shall be installed on any Lot which is visible from any street unless otherwise approved by the Heritage Mill Reviewer.

ARTICLE 3
CONSTRUCTION RESTRICTIONS

3.01 Approval for Construction.

No Improvements of any kind shall hereafter be placed, maintained, erected or constructed upon any portion of the Development Area unless approved in advance and in writing by the Heritage Mill Reviewer in accordance with the Covenant, except for any Improvements constructed by Declarant, as set forth in *Section 6.01* of the Covenant. Pursuant to *Section 6.04(b)* of the Covenant, the Heritage Mill Reviewer has adopted Design Guidelines applicable to the Development Area, attached as **Exhibit "A"** hereto and incorporated herein. All Improvements must strictly comply with the requirements of the Design Guidelines unless a variance is obtained pursuant to the Covenant. The Design Guidelines may be supplemented, modified, amended, or restated by the Heritage Mill Reviewer as authorized by the Covenant

Unless prosecuted by Declarant, no Improvements shall be constructed upon any Lot without the prior written approval of the Heritage Mill Reviewer in accordance with *Article 6* of the Covenant. Pursuant to the Covenant the Heritage Mill Reviewer may adopt Design

Guidelines applicable to the Development Area. If adopted, all Improvements must strictly comply with the requirements of the Design Guidelines unless a variance is obtained pursuant to the Covenant. The Design Guidelines may be supplemented, modified, amended, or restated by the Heritage Mill Reviewer or as authorized by the Covenant.

3.02 Fences; Sidewalks. All fences and walls shall comply with all Applicable Law. Unless otherwise approved by the Heritage Mill Reviewer, no fence, wall or hedge will be erected or maintained on any Lot nearer to the street than the front elevation of the residence constructed on the Lot, except for fences erected in conjunction with the model homes or sales offices. The Heritage Mill Reviewer will have the sole discretion to determine the front elevation of the residence for the purpose of this *Section 3.02*. No chain-link, metal cloth or agricultural fences may be installed or maintained on a Lot. If required by the Plat, the Owner of each Lot shall construct, at such Owner's sole cost and expense and prior to occupying any Improvement, a sidewalk on such Owner's Lot, located and designed in conformance with the Plat. The Board, in its sole discretion, may undertake the maintenance and staining the fences for corner Lots and on the main streets of the Development Area. Notwithstanding anything herein to the contrary, to the extent an Owner is authorized under Applicable Law to install a fence or gate as a permitted security measure, the Owner shall still be required to submit a request for architectural approval in accordance with the Association's architectural review requirements; however, the Heritage Mill Reviewer shall not unreasonably prohibit or restrict a permitted security measure, and any conditions imposed in connection with a permitted security measure shall be limited to those reasonably necessary to address aesthetics, safety, drainage, access, and maintenance, consistent with Applicable Law; provided, however, that no permitted security measure may obstruct a license area, a public sidewalk or other sidewalk maintained by a governmental entity, or a drainage easement or drainage area, and any driveway gate that is part of a permitted security measure shall be located not less than ten (10) feet from the street or roadway right-of-way if the driveway intersects a laned roadway. This paragraph is intended to comply with Texas Property Code §202.023, as amended.

3.03 Trash Containers. Trash containers and recycling bins must be stored in one of the following locations:

(a) inside the garage of the single-family residence constructed on the Lot; or

(b) behind the single-family residence, retaining wall, or fence constructed on the Lot, or concealed by landscaping, in such a manner that the trash container and recycling bin is not visible from any street, alley, or adjacent Lot.

The Board shall have the right to specify additional locations on each Owner's Lot in which trash containers or recycling bins must be stored.

3.04 Drainage. There shall be no interference with the established drainage patterns over any of the Development Area, including the Lots, except by Declarant, unless adequate provision is made for proper drainage and such provision is approved in advance by the

Heritage Mill Reviewer. Specifically, and not by way of limitation, no Improvement, including landscaping, may be installed which impedes the proper drainage of water between Lots.

3.05 Construction Activities. The Documents will not be construed or applied so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant or a Homebuilder) upon or within the Development Area. Specifically, no such construction activities will be deemed to constitute a nuisance or a violation of the Documents by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. If during the course of construction upon any Lot there is excessive accumulation of debris of any kind which would render the Lot or any portion thereof unsanitary, unsightly, offensive, or detrimental to it or any other portion of the Development Area, then the Heritage Mill Reviewer may contract for or cause such debris to be removed, and the Owner of the Lot will be liable for all reasonable expenses incurred in connection therewith.

3.06 Roofing. Unless otherwise approved in advance written approval of the Heritage Mill Reviewer, the roof of the primary residence constructed on a Lot shall have a roof pitch of no less than 5:12. The roof pitch of dormers, porches and other similar accessory structures attached to the primary residence shall be exempt from this requirement. The roofs of all buildings on a Lot shall be approved in advance written approval of the Heritage Mill Reviewer. Any other type of roofing material shall be permitted only with the advance written approval of the Heritage Mill Reviewer. In addition, roofs of buildings may be constructed with "**Energy Efficiency Roofing**" with the advance written approval of the Heritage Mill Reviewer. For the purpose of this *Section 3.06*, "Energy Efficiency Roofing" means shingles that are designed primarily to: (i) be wind and hail resistant; (ii) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (iii) provide solar generation capabilities. The Heritage Mill Reviewer will not prohibit an Owner from installing Energy Efficient Roofing provided that the Energy Efficient Roofing shingles: (a) resemble the shingles used or otherwise authorized for use within the community; (b) are more durable than, and are of equal or superior quality to, the shingles used or otherwise authorized for use within the community; and (c) match the aesthetics of adjacent property. An Owner who desires to install Energy Efficient Roofing will be required to comply with the architectural review and approval procedures set forth the Documents. In conjunction with any such approval process, the Owner should submit information which will enable the Heritage Mill Reviewer to confirm the criteria set forth in this *Section 3.06*. Any other type of roofing material shall be permitted only with the advance written approval of the Heritage Mill Reviewer.

3.07 Swimming Pools. Any swimming pool constructed on a Lot must be enclosed with a fence or other enclosure device completely surrounding the swimming pool which, at a minimum, satisfies all Applicable Law and be approved in advance by the Heritage Mill Reviewer. Nothing in this *Section 3.07* is intended or shall be construed to limit or affect an Owner's obligation to comply with any Applicable Law concerning swimming pool enclosure

requirements. Unless otherwise approved in advance by the Heritage Mill Reviewer, above-ground or temporary swimming pools are not permitted on a Lot.

3.08 Compliance with Setbacks. No residence or any other permanent structure or Improvement may be constructed on any Lot within the Development Area nearer to the street than the minimum building setback lines shown on the Plat and no building shall be located on any utility easement. The Heritage Mill Reviewer may require additional setbacks in conjunction with the review and approval of proposed Improvements in accordance with *Article 6* of the Covenant.

3.09 Solar Energy Device. Solar Energy Devices may be installed with the advance written approval of the Heritage Mill Reviewer in accordance with the procedures and requirements set forth below:

(a) Application. To obtain approval of a Solar Energy Device, the Owner shall provide the Heritage Mill Reviewer with the following information: (i) the proposed installation location of the Solar Energy Device; and (ii) a description of the Solar Energy Device, including the dimensions, manufacturer, and photograph or other accurate depiction (the "**Solar Application**"). A Solar Application may only be submitted by an Owner. The Solar Application shall be submitted in accordance with the provisions of *Article 6* of the Covenant.

(b) Approval Process. The Heritage Mill Reviewer will review the Solar Application in accordance with the terms and provisions of *Article 6* of the Covenant. The Heritage Mill Reviewer will approve a Solar Energy Device if the Solar Application complies with *Section 3.09(c)* below **UNLESS** the Heritage Mill Reviewer makes a written determination that placement of the Solar Energy Device, despite compliance with *Section 3.09(c)*, will create a condition that substantially interferes with the use and enjoyment of property within the Development by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The Heritage Mill Reviewer's right to make a written determination in accordance with the foregoing sentence is negated if all Owners of Lots immediately adjacent to the Owner/applicant provide written approval of the proposed placement. Any proposal to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by Members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this *Section* when considering any such request.

(c) Approval Conditions. Unless otherwise approved in advance and in writing by the Heritage Mill Reviewer, each Solar Application and each Solar Energy Device to be installed in accordance therewith must comply with the following:

(i) The Solar Energy Device must be located on the roof of the residence located on the Owner's Lot, entirely within a fenced area of the Owner's Lot, or entirely within a fenced patio located on the Owner's Lot. If the

Solar Energy Device will be located on the roof of the residence, the Heritage Mill Reviewer may designate the location for placement unless the location proposed by the Owner increases the estimated annual energy production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the Solar Energy Device if installed in the location designated by the Heritage Mill Reviewer. If the Owner desires to contest the alternate location proposed by the Heritage Mill Reviewer, the Owner should submit information to the Heritage Mill Reviewer which demonstrates that the Owner's proposed location meets the foregoing criteria. If the Solar Energy Device will be located in the fenced area of the Owner's Lot or patio, no portion of the Solar Energy Device may extend above the fence line.

(ii) If the Solar Energy Device is mounted on the roof of the principal residence located on the Owner's Lot, then: (A) the Solar Energy Device may not extend higher than or beyond the roofline; (B) the Solar Energy Device must conform to the slope of the roof and the top edge of the Solar Device must be parallel to the roofline; (C) the frame, support brackets, or visible piping or wiring associated with the Solar Energy Device must be silver, bronze or black.

3.10 Rainwater Harvesting Systems. Rain barrels or rainwater harvesting systems (a "**Rainwater Harvesting System**") may be installed with the advance written approval of the Heritage Mill Reviewer.

(a) Application. To obtain Heritage Mill Reviewer approval of a Rainwater Harvesting System, the Owner shall provide the Heritage Mill Reviewer with the following information: (i) the proposed installation location of the Rainwater Harvesting System; and (ii) a description of the Rainwater Harvesting System, including the color, dimensions, manufacturer, and photograph or other accurate depiction (the "**Rain System Application**"). A Rain System Application may only be submitted by an Owner.

(b) Approval Process. The decision of the Heritage Mill Reviewer will be made in accordance with *Article 6* of the Covenant. Any proposal to install a Rainwater Harvesting System on Common Area or Special Common Area must be approved in advance and in writing by the Board, and the Board need not adhere to this *Section 3.10* when considering any such request.

(c) Approval Conditions. Unless otherwise approved in advance and in writing by the Heritage Mill Reviewer, each Rain System Application and each Rainwater Harvesting System to be installed in accordance therewith must comply with the following:

(i) The Rainwater Harvesting System must be consistent with the color scheme of the residence constructed on the Owner's Lot, as reasonably determined by the Heritage Mill Reviewer.

(ii) The Rainwater Harvesting System does not include any language or other content that is not typically displayed on such a device.

(iii) The Rainwater Harvesting System is in no event located between the front of the residence constructed on the Owner's Lot and any adjoining or adjacent street.

(iv) There is sufficient area on the Owner's Lot to install the Rainwater Harvesting System, as reasonably determined by the Heritage Mill Reviewer.

(d) Guidelines. If the Rainwater Harvesting System will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, Common Area, Special Common Area, or another Owner's Lot, the Heritage Mill Reviewer may regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System. Accordingly, when submitting a Rain System Application, the application should describe methods proposed by the Owner to shield the Rainwater Harvesting System from the view of any street, Common Area, Special Common Area, or another Owner's Lot. When reviewing a Rain System Application for a Rainwater Harvesting System that will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, Common Area, Special Common Area, or another Owner's Lot, any additional regulations imposed by the Heritage Mill Reviewer to regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System, may not prohibit the economic installation of the Rainwater Harvesting System, as reasonably determined by the Heritage Mill Reviewer.

3.11 Xeriscaping. As part of the installation and maintenance of landscaping on an Owner's Lot, an Owner may submit plans for and install drought tolerant landscaping ("**Xeriscaping**") upon written approval by the Heritage Mill Reviewer. All Owners implementing Xeriscaping shall comply with the following:

(a) Application. Approval by the Heritage Mill Reviewer is required prior to installing Xeriscaping. To obtain the approval of the Heritage Mill Reviewer for Xeriscaping, the Owner shall provide the Heritage Mill Reviewer with the following information: (i) the proposed site location of the Xeriscaping on the Owner's Lot; (ii) a description of the Xeriscaping, including the types of plants, border materials, hardscape materials and photograph or other accurate depiction and (iii) the percentage of yard to be covered with gravel, rocks and cacti (the "**Xeriscaping Application**"). A Xeriscaping Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Xeriscaping Application. The Heritage Mill Reviewer is not responsible for: (A) errors

or omissions in the Xeriscaping Application submitted to the Heritage Mill Reviewer for approval; (B) supervising installation or construction to confirm compliance with an approved Xeriscaping Application or (C) the compliance of an approved application with Applicable Law.

(b) Approval Conditions. Unless otherwise approved in advance and in writing by the Heritage Mill Reviewer, each Xeriscaping Application and all Xeriscaping to be installed in accordance therewith must comply with the following:

(i) The Xeriscaping must be aesthetically compatible with other landscaping in the community as reasonably determined by the Heritage Mill Reviewer. For purposes of this *Section 3.11*, "aesthetically compatible" shall mean overall and long-term aesthetic compatibility within the community. For example, an Owner's Lot plan may be denied if the Heritage Mill Reviewer determines that: A) the proposed Xeriscaping would not be harmonious with already established turf and landscaping in the overall community; and/or B) the use of specific turf or plant materials would result in damage to or cause deterioration of the turf or landscaping of an adjacent property owner, resulting in a reduction of aesthetic appeal of the adjacent property Owner's Lot;

(ii) At least fifty percent (50%) of the front yard area must include grass; and

(iii) The Xeriscaping must not attract diseases and insects that are harmful to the existing landscaping on neighboring Lots, as reasonably determined by the Heritage Mill Reviewer.

(c) Process. The decision of the Heritage Mill Reviewer will be made within a reasonable time, or within the time period otherwise required by the specific provisions in the Design Guidelines, if adopted, or other provisions in the Documents that which govern the review and approval of improvements. A Xeriscaping Application submitted to install Xeriscaping on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install Xeriscaping on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to the requirements set forth in this *Section 3.11* when considering any such request.

(d) Approval. Each Owner is advised that if the Xeriscaping Application is approved by the Heritage Mill Reviewer, installation of the Xeriscaping must: (i) strictly comply with the Xeriscaping Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Xeriscaping to be installed in accordance with the approved Xeriscaping Application, the Heritage Mill Reviewer may require the Owner to: (A) modify the Xeriscaping

Application to accurately reflect the Xeriscaping installed on the property; or (B) remove the Xeriscaping and reinstall the Xeriscaping in accordance with the approved Xeriscaping Application. Failure to install Xeriscaping in accordance with the approved Xeriscaping Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of the Covenant and may subject the Owner to fines and penalties. Any requirement imposed by the Heritage Mill Reviewer to resubmit a Xeriscaping Application or remove and relocate Xeriscaping in accordance with the approved Xeriscaping Application shall be at the Owner's sole cost and expense.

3.12 Utility Lines. No sewer, drainage or water lines shall be constructed, placed or maintained anywhere in or upon any portion of the Development Area other than within buildings or structures unless the same shall be constructed, placed or maintained underground. No wires or other devices for the communication or transmission of electric current, power, or signals including telephone, television, microwave or radio signals, shall be constructed, placed or maintained anywhere in or upon any portion of the Development Area other than within buildings or structures unless the same shall be contained in conduits or cables constructed, placed or maintained underground or concealed in or under buildings or other structures.

3.13 Limited or Restricted Parking. The Association reserves the right to adopt parking rules and regulations within the Development and on any street adjacent thereto. As a result of the required design of the project, driveways constructed on a Lot may not be able to accommodate the parking of vehicles. No vehicle may be parked on a driveway constructed on a Lot if the vehicle, when parked, would obstruct or otherwise block ingress and egress to and from sidewalks adjacent to the driveway, i.e., no portion of the vehicle may extend over a line extended from the rear of one sidewalk adjacent to the driveway to the rear of the other sidewalk adjacent to the driveway. Further, unless otherwise permitted by parking rules and regulations adopted by the Association, no vehicle may be parked on an alley constructed on a Lot and maintained by the Association as Common Area. "**Parked**" as used herein shall be defined as a vehicle left unattended for more than thirty (30) consecutive minutes. This provision will not apply to Declarant or its designee during the Development Period.

3.14 Water Quality Facilities, Drainage Facilities and Drainage Ponds. The Common Area may include one or more water quality facilities, sedimentation, drainage and storm water detention facilities, or ponds which serve all or a portion of the Development Area and are inspected, maintained and administered by the Association in accordance with all applicable governmental regulations, codes and ordinances, including Williamson County regulations, and state and federal laws. Each Owner is advised that the water quality facilities, sedimentation, drainage and detention facilities and ponds are an active utility feature integral to the Development Area and the proper operation of the Association. One or more of the water quality facilities, drainage and detention facilities or ponds may be located on Common Area generally available to the Owners, Occupants and their guests. In such event, the water quality facilities, drainage and detention facilities or pond area within the Common Area may not be accessed by the Owner, Occupants and their guests and the Association may adopt

additional rules with respect to access. Each Owner shall release and hold harmless Declarant, a Homebuilder, the Association and their officers, directors, employees and agents from any cost, loss, damage, expense, liability, claim or cause of action incurred or that may arise by reason of an Owner or the Owner's guests, tenants or invitees accessing the water quality facilities, drainage and detention facilities or pond area.

3.15 Garages. No garage may be permanently enclosed or otherwise used for habitation.

ARTICLE 4
DEVELOPMENT

4.01 Notice of Applicability. Upon Recording, this Development Area Declaration serves to provide notice that at any time, and from time to time, Declarant, and Declarant only, may subject all or any portion of the Property to the terms, covenants, conditions, restrictions and obligations of this Development Area Declaration. This Development Area Declaration will apply to and burden a portion or portions of the Property upon the Recording of a Notice of Applicability in accordance with *Section 9.05* of the Covenant describing such portion of the Property by a legally sufficient description and expressly providing that such portion of the Property will be subject to the terms, covenants conditions, restrictions and obligations of this Development Area Declaration. To add land to the Development Area, Declarant will be required only to Record a Notice of Applicability filed pursuant to *Section 9.05* of the Covenant containing the following provisions:

(a) A reference to this Development Area Declaration, which will include the recordation information thereof;

(b) A statement that such land will be considered a part of the Development Area for purposes of this Development Area Declaration, and that all of the terms, covenants, conditions, restrictions and obligations of this Development Area Declaration will apply to the added land; and

(c) A legal description of the added land.

4.02 Withdrawal of Land. Declarant may, at any time and from time to time, reduce or withdraw land from the Development Area and remove and exclude from the burden of this Development Area Declaration any portion of the Development Area. Upon any such withdrawal this Development Area Declaration and the covenants, conditions, restrictions and obligations set forth herein will no longer apply to the portion of the Development Area withdrawn. To withdraw lands from the Development Area hereunder, Declarant will be required only to Record a notice of withdrawal of land containing the following provisions:

(a) A reference to this Development Area Declaration, which will include the recordation information thereof;

(b) A statement that the provisions of this Development Area Declaration will no longer apply to the withdrawn land; and

(c) A legal description of the withdrawn land.

4.03 Assignment of Declarant's Rights. Notwithstanding any provision in this Development Area Declaration to the contrary, Declarant may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights, and duties under this Development Area Declaration to any person or entity and may permit the participation, in whole, in part, exclusively, or non-exclusively, by any other person or entity in any of its privileges, exemptions, rights, and duties hereunder.

ARTICLE 5
GENERAL PROVISIONS

5.01 Term. The terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Development Area Declaration will run with and bind the portion of the Development Area described in such notice, and will inure to the benefit of and be enforceable by the Association, and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Development Area Declaration is Recorded, and continuing through and including January 1, 2075, after which time this Development Area Declaration will be automatically extended for successive periods of ten (10) years unless a change (the word "change" meaning a termination, or change of term or renewal term) is approved by Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association, voting in person or by proxy at a meeting duly called for such purpose, written notice of which will be given to all Members at least thirty (30) days in advance and will set forth the purpose of such meeting; provided, however, that such change will be effective only upon the Recording of a certified copy of such resolution. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. The Representative System of Voting is not applicable to an amendment as contemplated in this *Section 5.01*, it being understood and agreed that any change must be approved by a vote of the Members, with each Member casting their vote individually. Notwithstanding any provision in this *Section 5.01* to the contrary, if any provision of this Development Area Declaration would be unlawful, void, or voidable by reason of any Applicable Law restricting the period of time that covenants on land may be enforced, such provision will expire twenty-one (21) years after the death of the last survivor of the now living, as of the date of the first Recording of this document, descendants of King Charles III, King of England.

5.02 Amendment. This Development Area Declaration may be amended or terminated by the Recording of an instrument setting forth the amendment executed and acknowledged by (i) Declarant, acting alone; or (ii) by the president and secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Declarant (until expiration or termination of the Development Period) and

Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. No amendment will be effective without the written consent of Declarant during the Development Period.

5.03 Higher Authority. The terms and provisions of this Development Area Declaration are subordinate to Applicable Law. Generally, the terms and provisions of this Development Area Declaration are enforceable to the extent they do not violate or conflict with Applicable Law.

5.04 Severability. If any provision of this Development Area Declaration is held to be invalid by any court of competent jurisdiction, such invalidity will not affect the validity of any other provision of this Development Area Declaration, or, to the extent permitted by applicable law, the validity of such provision as applied to any other person or entity.

5.05 Conflicts. If there is any conflict between the provisions of the Covenant, this Development Area Declaration, or any Rules adopted pursuant to the terms of such documents, the provisions of the Covenant, then the Development Area Declaration, then the Rules, in that order, will govern.

5.06 Acceptance by Owners. Each Owner of a Lot, Condominium Unit, or other real property interest in the Development Area, by the acceptance of a deed of conveyance, and each subsequent purchaser, accepts the same subject to all terms, restrictions, conditions, covenants, reservations, easements, liens and charges, and the jurisdiction rights and powers created or reserved by this Development Area Declaration or to whom this Development Area Declaration is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared. Furthermore, each Owner agrees that no assignee or successor to Declarant hereunder will have any liability for any act or omission of Declarant which occurred prior to the effective date of any such succession or assignment. All impositions and obligations hereby imposed will constitute covenants running with the land within the Development Area, and will bind any person having at any time any interest or estate in the Development Area, and will inure to the benefit of each Owner in like manner as though the provisions of this Development Area Declaration were recited and stipulated at length in each and every deed of conveyance.

5.07 Interpretation. The provisions of this Development Area Declaration will be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Development Area, provided, however, that the provisions of this Development Area Declaration will not be held to impose any restriction, condition or covenant whatsoever on any land owned by Declarant other than the Development Area. This Development Area Declaration will be construed and governed under the laws of the State of Texas.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective on the date this instrument is Recorded.

DECLARANT:

CLAYTON PROPERTIES GROUP, INC.,
a Tennessee corporation doing business in Texas as
BROHN HOMES

By:_____
Adam B. Boenig, Vice President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 10th day of June, 2026 by Adam B. Boenig, Vice President of Clayton Properties Group, Inc., a Tennessee corporation doing business in Texas as Brohn Homes, on behalf of said corporation.

(SEAL)

_____
Notary Public Signature

Makinley Morgan LaBure
My Commission Expires
4/15/2028
Notary ID134852033

EXHIBIT "A"

DESIGN GUIDELINES

[attached]

Heritage Mill

"Design Guidelines"

Architectural, Fencing, Landscape, and General Requirements

Architectural Standards

- All plans, improvements, exteriors and specifications shall be approved by the Heritage Mill Reviewer prior to construction.
- Shingle color: Weathered Wood.

General Fencing Requirements:

- **Community Fencing**
  - Fencing at entry and along Heritage Mill Boulevard shall consist of upgraded capped wood fencing with pickets oriented facing the public right-of-way, in accordance with the approved Fencing Exhibit. All fencing shall be finished with Sherwin-Williams stain color No. 3524 "Chestnut."
- **Shared Fencing**
  - All shared fencing between property lines shall be good neighbor 1"x4" 6' wooden picket (i.e., fencing with the pickets alternating by section of the fence, where a "section" is a portion of the fence between posts, with the pickets in one section facing into the Lot and the pickets in the next section facing outward from the Lot).
- **ROW/Common Elements/Public Spaces**
  - All fencing facing public right-of-way, common elements, or public spaces shall have pickets oriented facing the public right-of-way, common element, or public space.
- **Pond Fencing**
  - Any fencing required around ponds shall be builder privacy fencing unless shown on fencing exhibit as another material or another material selected by Declarant.

General Planting & Tree Requirements:

- Minimum landscaping fully sodded front, rear, and side yards except for flower beds.
- All Lots shall have:

  - Full irrigation system (front, rear, and side yards).
  - 2 hardwood shade trees with 2" caliper in the front yards.
  - Total of (15) 1-gallon shrubs in flower beds.
- Corner lots shall have:
  - 2 front yard and 1 side yard 2″ caliper trees.
  - (4) 5-gallon knockout roses adjacent to fence (street side).
  - (8) 5-gallon shrubs adjacent to the house (street side).

Above Ground Utilities:

- No A/C unit may be installed on the ground in front of a residence or on the roof of any residence.
- All A/C units must be screened with structural screening or landscaping.
- All above ground utility boxes, including but not limited to transformers, electric meters, and gas meters must be screened with plantings.
- No A/C units, gas meters or electric meters may be installed on the street side of corner lots.
  - If A/C units, gas meters or electric meters must be installed on the street side of a corner lot, then those utilities must be screened behind a fence.

Plan Repetition:

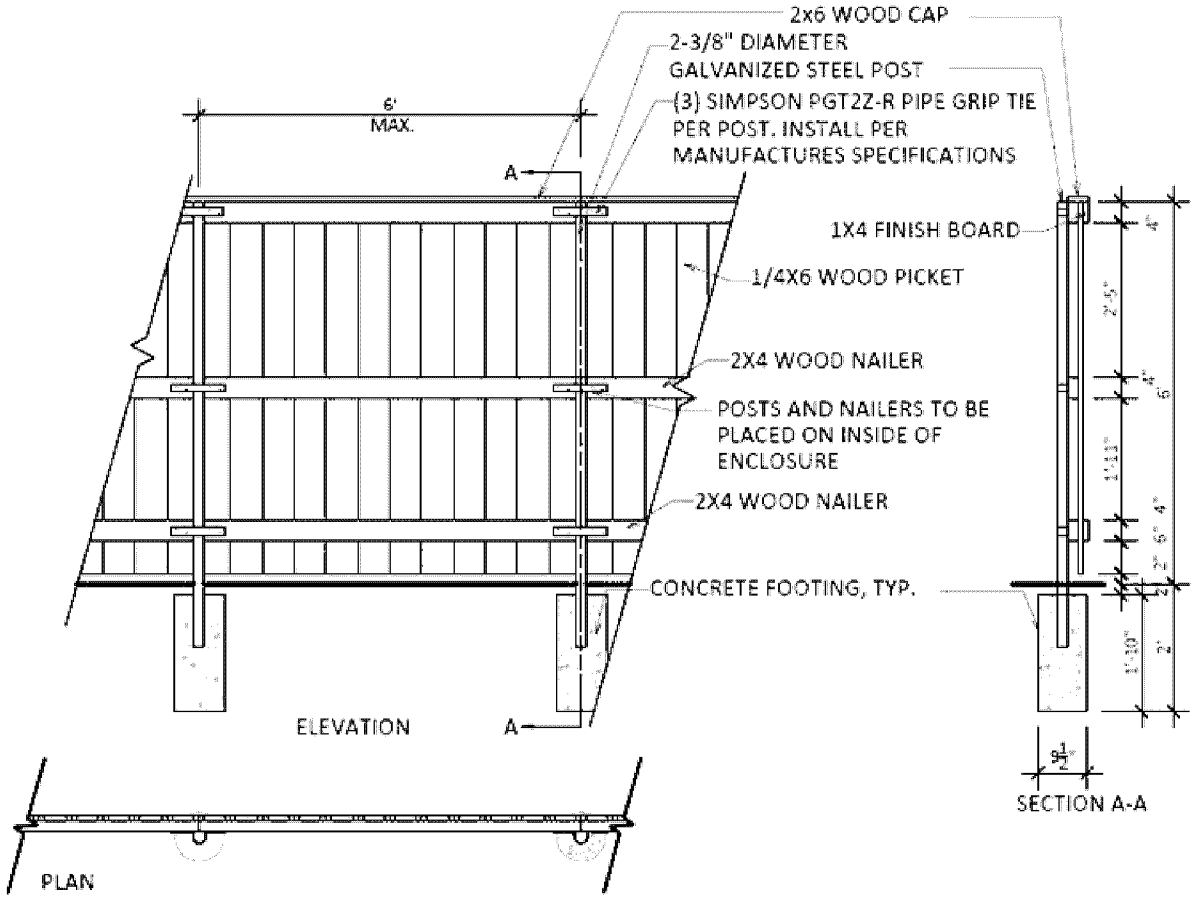
- Same plan can be repeated every third lot.
- Same exterior color scheme can be repeated every third lot.
- The same plan or exterior color scheme cannot be placed across the street or diagonal from that same plan or exterior color scheme, unless otherwise approved by the Heritage Mill Reviewer.

Setbacks:

- Front: 25′
- Side: 5′
- Rear: 10′
- Corner Lots, Street Side: 15′

Fencing Exhibit

Capped Wood Fencing Detail



NOTE: ALL WOOD SHALL BE GRADE A - REDWOOD, CEDAR OR PRESURE TREATED, STAINED AND CAPPED.

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

2026049714

Pages: 33 Fee: $149.00
06/15/2026 03:56 PM
KCURRIE

Nancy E. Rister, County Clerk
Williamson County,Texas

ELECTRONICALLY RECORDED 2026051013
Williamson County, Texas Total Pages: 5

AFTER RECORDING RETURN TO:
KEVIN M. FLAHIVE
ARMBRUST & BROWN, PLLC
100 CONGRESS AVE., SUITE 1300
AUSTIN, TEXAS 78701

HERITAGE MILL

NOTICE OF APPLICABILITY

[HERITAGE MILL NORTH, SECTION 1]

Williamson County, Texas

Declarant: **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation doing business in Texas as **BROHN HOMES**

Cross reference to Heritage Mill Master Covenant, recorded as Document No. 2026049431 in the Official Public Records of Williamson County, Texas, as it may be amended from time to time.

NOTICE OF APPLICABILITY OF HERITAGE MILL MASTER COVENANT AND HERITAGE MILL DEVELOPMENT AREA DECLARATION [RESIDENTIAL] – DEVELOPMENT AREA 1

This Notice of Applicability of Heritage Mill Master Covenant and Heritage Mill Development Area Declaration [Residential] – Development Area 1 is made and executed by **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation doing business in Texas as **BROHN HOMES** ("**Declarant**"), and is as follows:

1. **Applicability of Master Covenant**. This Notice of Applicability is Recorded with respect to Lots 1 through 21, inclusive, Lots 23 through 31, inclusive, Lots 33 through 39, inclusive, and Lots 41 through 44, inclusive, Block A; Lots 2 through 12, inclusive, Block B; Lots 1 through 12, inclusive, Block C; Lots 1 through 3, inclusive, and Lots 5 through 16, inclusive, Block F; Lots 2 through 20, inclusive, Block G; Lots 1 through 3, inclusive, and Lots 5 through 8, inclusive, Block L; Lots 1 through 5, inclusive, and Lots 7 through 13, inclusive, Block O; Lots 1 through 10, inclusive, Block P; and Lots 1 through 3, inclusive, Block Q; FINAL PLAT OF HERITAGE MILL NORTH SUBDIVISION SECTION 1 (the "**Plat**"), a subdivision located in Williamson County, Texas, according to the map or plat thereof recorded as Document No. 2025075547 in the Official Public Records of Williamson County, Texas (the "**Development Area**"). Pursuant to that certain Heritage Mill Master Covenant, recorded as Document No. 2026049431 in the Official Public Records of Williamson County, Texas (the "**Covenant**"), Declarant served notice that portions of the Property described on Exhibit "A" to the Covenant, upon the Recording of appropriate Notices of Applicability from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Covenant.

2. **Applicability of Development Area Declaration**. Pursuant to the Covenant and the Heritage Mill Development Area Declaration [Residential] – Development Area 1 recorded as Document No. 2026049714 in the Official Public Records of Williamson County, Texas (the "**Development Area Declaration**"), Declarant served notice that portions of the Property described on Exhibit "A" to the Covenant, upon the Recording of appropriate Notices of Applicability from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Development Area Declarations. Pursuant to this Notice of Applicability, the Development Area is subject to the terms and provisions of the Development Area Declaration.

3. **Development Area**. The Development Area described and identified in Paragraph 1 hereinabove will constitute one of the Development Areas that is permitted, contemplated and defined under the Covenant.

4. **Property Incorporated Into Development**. The provisions of the Covenant and Development Area Declaration shall apply to the Development Area. The Development Area is hereby included within and made a part of the Development, and is hereby subjected to the terms,

covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Covenant and the Development Area Declaration.

5. **Miscellaneous**. This notice constitutes a Notice of Applicability under *Section 9.05* of the Covenant. Any capitalized terms used and not otherwise defined in this notice shall have the meanings set forth in the Covenant.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED to be effective on the date this instrument is Recorded.

DECLARANT:

CLAYTON PROPERTIES GROUP, INC.,
a Tennessee corporation doing business in Texas
as **BROHN HOMES**

By:_____
Adam B. Boenig, Vice President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 10th day of June, 2026, by Adam B. Boenig, Vice President of Clayton Properties Group, Inc., a Tennessee corporation doing business in Texas as Brohn Homes, on behalf of said corporation.

(SEAL)

Makinley Morgan LaBure
My Commission Expires
4/15/2028
Notary ID134852033

_____
Notary Public Signature

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

2026051013

Pages: 5 Fee: $37.00
06/18/2026 02:49 PM
KWEEMS



Nancy E. Rister, County Clerk
Williamson County,Texas

ELECTRONICALLY RECORDED 2026061625
Williamson County, Texas Total Pages: 4

AFTER RECORDING RETURN TO:
KEVIN M. FLAHIVE
ARMBRUST & BROWN, PLLC
100 CONGRESS AVE., SUITE 1300
AUSTIN, TEXAS 78701

HERITAGE MILL

ADOPTION OF INTERNAL STREET MAINTENANCE ASSESSMENT

Williamson County, Texas

Declarant: **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation doing business in Texas as **BROHN HOMES**

Cross Reference to that certain Heritage Mill Master Covenant, recorded under Document No. 2026049431, Official Public Records of Williamson County, Texas, as amended from time to time.

HERITAGE MILL
ADOPTION OF INTERNAL STREET MAINTENANCE ASSESSMENT

The following Adoption of Internal Street Maintenance Assessment is made pursuant to *Section 5.09* of that certain Heritage Mill Master Covenant, recorded under Document No. 2026049431, Official Public Records of Williamson County, Texas, as amended from time to time (the "**Covenant**"), by **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation doing business in Texas as **BROHN HOMES** ("**Declarant**"), and is as follows:

1. **Internal Street Maintenance Assessment**. In accordance with *Section 5.09* of the Covenant, Declarant adopts an Internal Street Maintenance Assessment in an amount equal to TWO HUNDRED FIFTY AND 00/100 DOLLARS ($250.00). The Internal Street Maintenance Assessment applies to all Lots subject to the Covenant unless otherwise exempt pursuant to *Section 5.09* or *Section 5.10(e)* of the Covenant so long as there are Internal Streets in the Development.

2. **Subject to Change**. The amount of the Internal Street Maintenance Assessment designated hereunder is subject to change from time to time by Declarant, until the expiration or termination of the Development Period, and the Board thereafter.

3. **Capitalized Terms**. Capitalized terms used but not defined herein shall have the meanings ascribed such terms in the Covenant.

[SIGNATURE PAGE FOLLOWS]

Executed to be effective on the date this instrument is Recorded.

DECLARANT:

CLAYTON PROPERTIES GROUP, INC.,
a Tennessee corporation doing business in Texas as
BROHN HOMES

By: _____
Adam B. Boenig, Vice President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 18th day of June, 2026 by Adam B. Boenig, Vice President of Clayton Properties Group, Inc., a Tennessee corporation doing business in Texas as Brohn Homes, on behalf of said corporation.

(SEAL)

_____
Notary Public Signature

Makinley Morgan LaBure
My Commission Expires
4/15/2028
Notary ID134852033

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

2026061625

Pages: 4 Fee: $33.00
07/22/2026 03:17 PM
KOROURKE



Nancy E. Rister, County Clerk
Williamson County,Texas

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Jane Nelson
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

Heritage Mill Residential Community, Inc.
File Number: 806022499

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 05/05/2025

Effective: 05/05/2025

Jane Nelson
Secretary of State

Form 202		
Secretary of State P.O. Box 13697 Austin, TX 78711-3697 FAX: 512/463-5709 Filing Fee: $25	**Certificate of Formation Nonprofit Corporation**	**Filed in the Office of the Secretary of State of Texas Filing #: 806022499 05/05/2025 Document #: 1477965320002 Image Generated Electronically for Web Filing**

Article 1 - Corporate Name

The filing entity formed is a nonprofit corporation. The name of the entity is :

Heritage Mill Residential Community, Inc.

Article 2 – Registered Agent and Registered Office

☐ A. The initial registered agent is an organization (cannot be corporation named above) by the name of:

OR

☑ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:
Adam B. Boenig

C. The business address of the registered agent and the registered office address is:

Street Address:
6720 Vaught Ranch Road, Suite 200 Austin TX 78730

Consent of Registered Agent

☐ A. A copy of the consent of registered agent is attached.

OR

☑ B. The consent of the registered agent is maintained by the entity.

Article 3 - Management

☐ A. Management of the affairs of the corporation is to be vested solely in the members of the corporation.

OR

☑ B. Management of the affairs of the corporation is to be vested in its board of directors. The number of directors, which must be a minimum of three, that constitutes the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting or until their successors are elected and qualified are set forth below.

Director 1: **Adam B. Boenig**	Title: **Director**
Address: **6720 Vaught Ranch Road, Suite 200 Austin TX, USA 78730**	
Director 2: **Angelica Andersson**	Title: **Director**
Address: **6720 Vaught Ranch Road, Suite 200 Austin TX, USA 78730**	
Director 3: **Greg Barber**	Title: **Director**
Address: **6720 Vaught Ranch Road, Suite 200 Austin TX, USA 78730**	

Article 4 - Organization Structure

☑ A. The corporation will have members.

or

☐ B. The corporation will not have members.

Article 5 - Purpose

The corporation is organized for the following purpose or purposes:

ARTICLE 5
PURPOSE AND POWERS OF THE ASSOCIATION

The Association is organized in accordance with, and shall operate for nonprofit purposes pursuant to, the Texas Business Organizations Code, and does not contemplate pecuniary gain or profit to its members. In furtherance of its powers, the Association shall have the following powers which, unless indicated otherwise by this Certificate of Formation, that certain Heritage Mill Master Covenant, to be recorded in the Official Public Records of Williamson County, Texas, as the same may be amended from time to time (the "Covenant"), the Bylaws or Applicable Law, may be exercised by the Board of Directors:

(a) all rights and powers conferred upon nonprofit corporations by Applicable Law;

(b) all rights and powers conferred upon property associations by Applicable Law, in effect from time to time, provided, however, that the Association shall not have the power to institute, defend, intervene in, settle or compromise proceedings in the name of any Owner or Member; and

(c) all powers necessary, appropriate, or advisable to perform any purpose or duty of the Association as set out in this Certificate of Formation, the Bylaws, the Covenant, or Applicable Law.

Notwithstanding any provision in Article 12 to the contrary, any proposed amendment to the provisions of this Article 5 shall be adopted only upon an affirmative vote of Members holding one-hundred percent (100%) of the total number of votes of the Association and the Declarant during the Development Period.

Terms used but not defined in this Certificate of Formation shall have the meaning ascribed to such terms in the Covenant.

Supplemental Provisions / Information

ARTICLE 6
MEMBERSHIP

Membership in the Association shall be dependent upon ownership of a qualifying property interest as defined and set forth in the Covenant. Any person or entity acquiring such a qualifying property interest shall automatically become a member of the Association, and such membership shall be appurtenant to, and shall run with, the property interest. The foregoing shall not be deemed or construed to include persons or entities holding an interest merely as security for performance of an obligation. Membership may not be severed from or in any way transferred, pledged, mortgaged, or alienated except together with the title to the qualifying property interest, and then only to the transferee of title to said property interest. Any attempt to make a prohibited severance, transfer, pledge, mortgage, or alienation shall be void.

ARTICLE 7
VOTING RIGHTS

Voting rights of the members of the Association shall be determined as set forth in the Covenant.

ARTICLE 8
LIMITATION OF DIRECTOR LIABILITY

A member of the Board of Directors of the Association shall not be personally liable to the Association for monetary damages for any act or omission in his or her capacity as a board member, except to the extent otherwise expressly provided by Applicable Law. Any repeal or modification of this Article shall be prospective only, and shall not adversely affect any limitation of the personal liability of a member of the Board of Directors existing at the time of the repeal or modification.

ARTICLE 9
INDEMNIFICATION

Each person who acts as a member of the Board of Directors, officer or committee member of the Association shall be indemnified by the Association against any costs, expenses and liabilities which may be imposed upon or reasonably incurred by him or her in connection with any civil or criminal action, suit or proceeding in which he or she may be named as a party defendant or in which he or she may be a witness by reason of his or her being or having been a member of the Board of Directors, officer, or committee member of the Association, or by reason of any action alleged to have been taken or omitted by him or her in either such capacity. Such indemnification shall be provided in the manner and under the terms, conditions and limitations set forth in Section 3.07 of the Covenant.

ARTICLE 10
DISSOLUTION

The Association may be dissolved with the written and signed assent of not less than ninety percent (90%) of the total number of votes of the Association, as determined under the Covenant. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

ARTICLE 11
ACTION WITHOUT MEETING

Any action required or permitted by Applicable Law to be taken at a meeting of the Members may be taken without a meeting, without prior notice, and without a vote if written consent specifically authorizing the proposed action is signed by the Members holding at least the minimum number of votes necessary to authorize such action at a meeting if all the Members entitled to vote thereon were present. If the action is proposed by the Association, the Board of Directors shall provide each Member written notice at least ten (10) days in advance of the date the Board proposes to initiate securing consent as contemplated by this Article 11. Consents obtained pursuant to this Article 11 shall be dated and signed within sixty (60) days after receipt of the earliest dated consent and delivered to the Association at its principal place of business in Texas. Such consents shall be filed with the minutes of the

Association and shall have the same force and effect as a vote of the Members at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

ARTICLE 12
AMENDMENT

Except as otherwise provided by the terms and provisions of Article 5 of this Certificate of Formation, this Certificate of Formation may be amended by the Declarant during the Development Period or by a Majority of the Board of Directors; provided, however, that any amendment to this Certificate of Formation by a Majority of the Board of Directors must be approved in advance and in writing by the Declarant during the Development Period.

ARTICLE 13
DURATION

The Association shall exist perpetually.

[The attached addendum, if any, is incorporated herein by reference.]

Effectiveness of Filing

☑ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Initial Mailing Address

Address to be used by the Comptroller of Public Accounts for purposes of sending tax information.

The initial mailing address of the filing entity is:
6720 Vaught Ranch Road, Suite 200
Austin, TX 78730
USA

Organizer

The name and address of the organizer are set forth below.

Kevin M. Flahive **100 Congress Avenue, Suite 1300, Austin, Texas 78701**

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

/s/ Kevin M. Flahive
Signature of organizer.

FILING OFFICE COPY

HERITAGE MILL RESIDENTIAL COMMUNITY, INC.
CONSENT OF DIRECTORS IN LIEU OF
ORGANIZATIONAL MEETING

The undersigned, being all of the members of the Board of Directors of Heritage Mill Residential Community, Inc., a Texas non-profit corporation (hereinafter referred to as the "**Association**"), do hereby consent, pursuant to Section 22.220(a) of the Texas Business Organizations Code, to the adoption of the following resolutions:

1. DIRECTORS

RESOLVED, that each of the undersigned, being all of the directors of the Association, as named in its Certificate of Formation filed with the Secretary of State of the State of Texas on May 5, 2025, does hereby accept appointment to such office and does hereby agree to serve as a director of the Association.

2. COMMUNITY MANUAL

RESOLVED, that the Association has received a copy of the Community Manual adopted by the Declarant in accordance with that certain Heritage Mill Master Covenant, which the Declarant will cause to be recorded in the Official Public Records of Williamson County, Texas.

3. OFFICERS

RESOLVED, that each of the following-named persons be and they hereby are elected as officers of the Association for the office or offices set forth below opposite his or her name, and to hold any such office to which elected until the first annual meeting of the Board of Directors of the Association or until his or her successor should be chosen and qualified in his or her stead, or until his or her earlier death, resignation, retirement, disqualification or removal from office:

Angelica Andersson	-	President
Adam B. Boenig	-	Vice President
Greg Barber	-	Secretary/Treasurer

4. BOOKS AND RECORDS

RESOLVED, that the Secretary of the Association be and hereby is authorized and directed to procure all necessary books and records of the Association.

5. CORPORATE SEAL

RESOLVED, that a corporate seal is not adopted at this time and that no impression of a corporate seal is required on any Association document.

6. DEPOSITORY RESOLUTIONS

RESOLVED, that an account shall be established in the name of the Association with a financial institution to be determined by the Board (the "**Bank**"), under the rules and regulations as prescribed by said Bank wherein may be deposited any of the funds of this Association, whether represented by cash, checks, notes or other evidences of debt, and from which deposit withdrawals are hereby authorized in the name of the Association by any one of the following persons:

Adam B. Boenig
Angelica Andersson
Greg Barber

BE IT FURTHER RESOLVED, that the Bank is hereby authorized to honor any and all withdrawal items against the Association's funds, although payable to the officer or agent signing or countersigning the same and whether presented for encashment or for credit to the personal account of such officer or agent or any other person, and said Bank need make no inquiry concerning such items and/or the disposition of the money, items, or credit given therefor.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of and effective the 15 day of June, 2026.

Adam B. Boenig, Director

Angelica Andersson, Director

Greg Barber, Director

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 06-04-2025

Employer Identification Number:
39-2492824

Form: SS-4

Number of this notice: CP 575 A

HERITAGE MILL RESIDENTIAL COMMUNITY
INC
6720 VAUGHT RANCH RD STE 200
AUSTIN, TX 78730

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 39-2492824. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1120	04/15/2026

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:
If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit www.irs.gov/mefbusproviders for a list of companies that offer IRS e-file for business products and services.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

* Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is HERI. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

(IRS USE ONLY) 575A 06-04-2025 HERI B 9999999999 SS-4

Keep this part for your records. CP 575 A (Rev. 7-2007)

Return this part with any correspondence
so we may identify your account. Please
correct any errors in your name or address.

CP 575 A

9999999999

Your Telephone Number
( ) -
_____

Best Time to Call
_____

DATE OF THIS NOTICE: 06-04-2025
EMPLOYER IDENTIFICATION NUMBER: 39-2492824
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

HERITAGE MILL RESIDENTIAL COMMUNITY
INC
6720 VAUGHT RANCH RD STE 200
AUSTIN, TX 78730

ELECTRONICALLY RECORDED 2026064523
Williamson County, Texas Total Pages: 3

MANAGEMENT CERTIFICATE
OF
HERITAGE MILL RESIDENTIAL COMMUNITY, INC.

The undersigned, being an officer of Heritage Mill Residential Community, Inc., and in accordance with Section 209.004 of the Texas Property Code, does hereby certify as follows:

1. The name of the subdivision: Heritage Mill.

2. The name of the association: Heritage Mill Residential Community, Inc., a Texas non-profit corporation.

3. The recording data for the subdivision: That certain real property located in Williamson County, Texas, as more particularly described in the preamble of the Heritage Mill Master Covenant, recorded as Document No. 2026049431 in the Official Public Records of Williamson County, Texas.

4. The recording data for the documents: See Attachment 1 to this Management Certificate.

5. The name and mailing address of the association: Heritage Mill Residential Community, Inc., c/o Clayton Properties Group, Inc. d/b/a Brohn Homes, Attn: Angelica Andersson, 6720 Vaught Ranch Road, Suite 200, Austin, Texas 78730.

6. The name, mailing address, telephone number, and email address of the person managing the association:

Name:	Preferred Association Management Company
Mailing Address:	700 Market Street, Bldg 3 Cedar Park, TX 78613
Telephone Number:	512-918-8100
Email Address:	pamco@pamcotx.com

7. Website to access the Association's dedicatory instruments: www.pamcotx.com.

8. Amount and description of fees related to property transfer in the subdivision: The Association fees are in the following amounts:

   Working Capital Assessment - $600.00; Internal Street Maintenance Assessment - $250.00; Transfer Fee - $200.00; Resale Certificate Fee - $375.00; Initial Review Fee - $250.00; and Modification Review Fee - $50.00. The Association fees cover all costs that the Association incurs related to a property transfer in the subdivision.

This Management Certificate is effective as of the 23 day of July, 2026.

HERITAGE MILL RESIDENTIAL COMMUNITY, INC.,
a Texas ~~non-~~profit corporation

By: _____
Angelica Andersson, President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on 23 day of July, 2026, by Angelica Andersson, President of Heritage Mill Residential Community, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

[SEAL]

Makinley Morgan LaBure
My Commission Expires
4/15/2028
Notary ID134852033

_____
Notary Public Signature

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

2026064523

Pages: 3 Fee: $29.00
07/31/2026 12:51 PM
MBARRICK

Nancy E. Rister, County Clerk
Williamson County,Texas

2025075547 Total Pages: 8

PLAT MAP RECORDING SHEET

DEDICATOR(s):

DOMAIN TIMBERLAKE MULTISTATE LLC
S & H HUTTO INVESTMENTS LLC

SUBDIVISION NAME: HERITAGE MILL NORTH, SECTION 1, FINAL PLAT

PROPERTY IS DESCRIBED AS: 38.163 ACRES, WILLIAM GATLIN SURVEY NO. 23, ABSTRACT NO. 271

SUBMITTED BY: BGE, INC

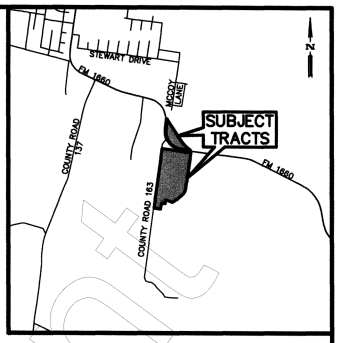
DIGITALLY RECORDED

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2025075547

Fee: $545.00
09/24/2025 03:06 PM AMAXEY

Nancy E. Rister, County Clerk
Williamson County, Texas

Unofficial Document



OWNER(S):
DOMAIN TIMBERLAKE MULTISTATE, LLC
590 MADISON AVE 13TH FL
NEW YORK, NEW YORK 10022
(512)334-6775

S&H HUTTO INVESTMENTS LLC
4408 SPICEWOOD SPRING
AUSTIN, TEXAS 78759
(512)596-6544

ENGINEER:
BGE, INC.,
TBPE F-1046
7330 SAN PEDRO AVE., SUITE 202
SAN ANTONIO, TEXAS 78216
(210)581-3600

WILLIAMSON COUNTY SUBMITTAL DATE: 7/28/2025



LAND USE SCHEDULE		
DESCRIPTION	NO.	ACREAGE
RESIDENTIAL	130	16.129 AC.
OPEN SPACE	5	1.245 AC.
GREEN LINK & DRAINAGE	1	0.058 AC.
GREEN LINK & EASEMENT	1	0.087 AC.
OPEN SPACE & DRAINAGE	1	0.800 AC.
MIXED USE	2	5.061 AC.
AMENITY	1	3.441 AC.
POND/OPEN SPACE	1	1.664 AC.
RIGHT-OF-WAY	–	8.844 AC.
RIGHT-OF-WAY DEDICATION	–	0.834 AC.
TOTAL	142	38.163 AC.

FINAL PLAT

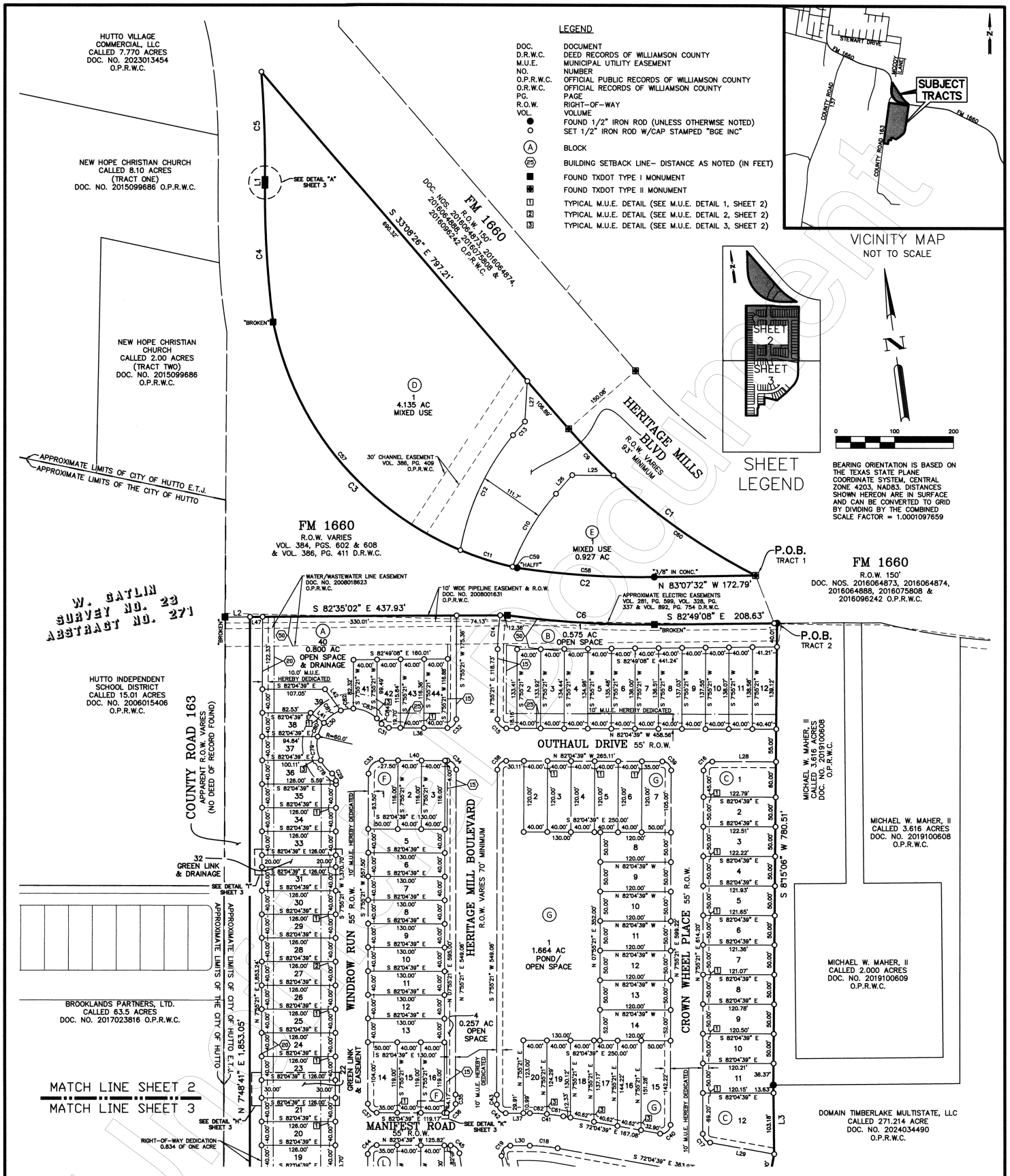
HERITAGE MILL NORTH SECTION 1

A SUBDIVISION OF 38.163 ACRES OF LAND LOCATED IN THE WILLIAM GATLIN, SURVEY NO. 23, ABSTRACT 271, WILLIAMSON COUNTY, TEXAS

BGE, Inc.
7330 San Pedro Ave., Suite 301
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106500

Unofficial Document

Doc# 2025075547

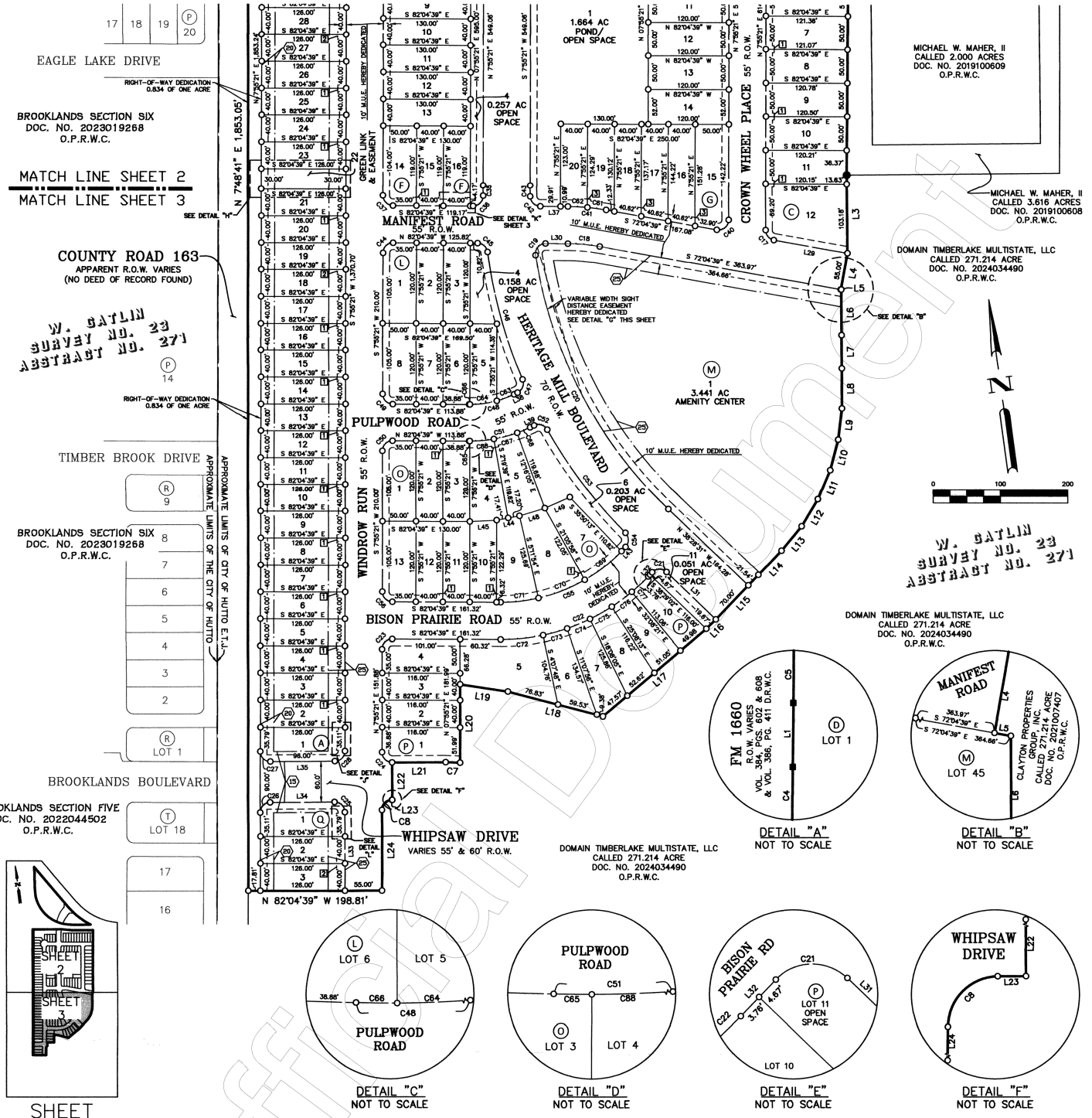


FINAL PLAT
HERITAGE MILL NORTH SECTION 1

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Unofficial Document
DOC #2025075547



DETAIL "A"
NOT TO SCALE

DETAIL "B"
NOT TO SCALE

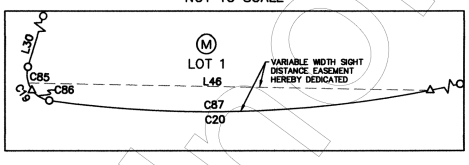
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DETAIL "D"
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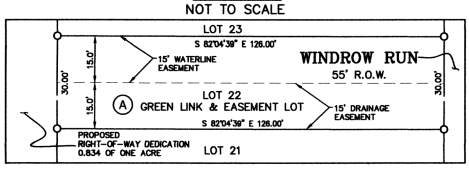
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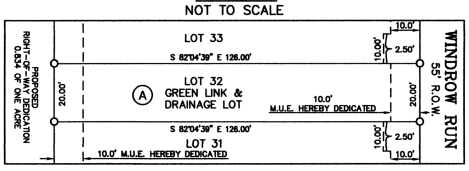
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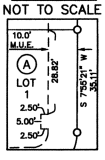
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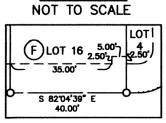
DETAIL "I"
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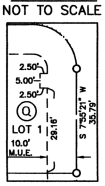
DETAIL "J"
NOT TO SCALE



DETAIL "K"
NOT TO SCALE



DETAIL "L"
NOT TO SCALE



LEGEND

DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
M.U.E.	MUNICIPAL UTILITY EASEMENT
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PG.	PAGE
R.O.W.	RIGHT-OF-WAY
VOL.	VOLUME
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP STAMPED "BGE INC"
(A)	BLOCK
25	BUILDING SETBACK LINE– DISTANCE AS NOTED (IN FEET)
■	FOUND TXDOT TYPE I MONUMENT
■	FOUND TXDOT TYPE II MONUMENT
1	TYPICAL M.U.E. DETAIL (SEE M.U.E. DETAIL 1, SHEET 2)
2	TYPICAL M.U.E. DETAIL (SEE M.U.E. DETAIL 2, SHEET 2)
3	TYPICAL M.U.E. DETAIL (SEE M.U.E. DETAIL 3, SHEET 2)

FINAL PLAT
HERITAGE MILL NORTH SECTION 1

A SUBDIVISION OF 38.163 ACRES OF LAND LOCATED IN THE WILLIAM GATLIN, SURVEY NO. 23, ABSTRACT 271, WILLIAMSON COUNTY, TEXAS

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TBPELS Registration No. F-1046
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Unofficial Document
Doc# 2025075547

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	405.39'	1,040.00'	22°20'02"	S 44°18'16" E	402.83'
C2	233.27'	1,433.05'	9°19'36"	N 78°27'44" W	233.01'
C3	621.45'	532.96'	66°48'33"	N 37°11'38" W	586.84'
C4	231.43'	1,642.70'	8°04'20"	N 04°21'56" E	231.24'
C5	182.11'	2,011.25'	5°11'17"	N 05°48'27" E	182.05'
C6	250.12'	1,741.28'	8°13'48"	S 78°42'14" E	249.91'
C7	21.41'	277.50'	4°25'15"	N 80°16'34" W	21.41'
C8	23.45'	15.00'	89°35'27"	S 52°43'05" W	21.14'
C9	109.31'	1,040.66'	6°01'07"	S 36°09'00" E	109.26'
C10	144.65'	400.00'	20°43'12"	S 38°38'29" W	143.87'
C11	93.10'	532.96'	10°00'30"	S 64°43'03" E	92.98'
C12	216.31'	420.00'	29°30'33"	S 32°34'07" W	213.93'
C13	30.94'	530.00'	3°20'43"	S 48°59'44" W	30.94'
C14	57.49'	400.00'	8°14'04"	S 12°02'23" W	57.44'
C15	23.56'	15.00'	90°00'00"	S 37°04'39" E	21.21'
C16	23.56'	15.00'	90°00'00"	S 52°55'21" W	21.21'
C17	20.94'	15.00'	80°00'00"	S 32°04'39" E	19.28'
C18	47.56'	272.50'	10°00'00"	N 77°04'39" W	47.50'
C19	25.90'	15.00'	98°56'03"	S 48°27'20" W	22.80'
C20	434.82'	665.00'	37°27'49"	S 19°44'37" E	427.11'
C21	23.56'	15.00'	90°00'31"	N 83°28'46" W	21.21'
C22	245.01'	302.50'	46°24'23"	N 74°43'10" E	238.37'
C23	23.56'	15.00'	90°00'00"	S 52°55'21" W	21.21'
C24	23.67'	15.00'	90°24'33"	S 37°16'55" E	21.29'
C25	23.67'	15.00'	90°24'33"	N 37°16'55" W	21.29'
C26	23.45'	15.00'	89°35'27"	S 52°43'05" W	21.14'
C27	23.67'	15.00'	90°24'33"	S 37°16'55" E	21.29'
C28	23.45'	15.00'	89°35'27"	N 52°43'05" E	21.14'
C29	14.53'	15.00'	55°28'55"	N 19°49'06" W	13.96'
C30	210.45'	60.00'	200°57'50"	S 52°55'21" W	118.00'
C31	14.53'	15.00'	55°28'55"	S 54°20'12" E	13.96'
C32	23.56'	15.00'	90°00'00"	N 52°55'21" E	21.21'
C33	35.34'	22.50'	90°00'00"	S 52°55'21" W	31.82'
C34	23.56'	15.00'	90°00'00"	N 37°04'39" W	21.21'
C35	15.63'	735.00'	1°13'06"	S 07°18'48" W	15.63'
C36	23.88'	15.00'	91°13'06"	N 52°18'48" E	21.44'
C37	23.56'	15.00'	90°00'00"	S 37°04'39" E	21.21'
C38	23.56'	15.00'	90°00'00"	S 52°55'21" W	21.21'
C39	23.56'	15.00'	90°00'00"	N 37°04'39" W	21.21'
C40	26.18'	15.00'	100°00'00"	N 57°55'21" E	22.98'
C41	57.16'	327.50'	10°00'00"	N 77°04'39" W	57.09'
C42	23.19'	15.00'	88°35'40"	S 37°46'49" E	20.95'
C43	16.31'	665.00'	1°24'20"	S 07°13'11" W	16.31'
C44	23.56'	15.00'	90°00'00"	S 52°55'21" W	21.21'
C45	21.54'	15.00'	82°15'54"	N 40°56'42" W	19.73'

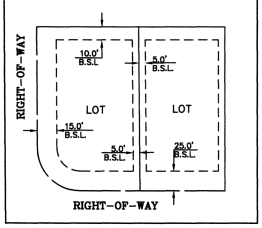
CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C46	197.42'	735.00'	15°23'22"	S 07°30'26" E	196.82'
C47	22.83'	15.00'	87°11'46"	N 28°23'46" E	20.69'
C48	69.01'	152.50'	25°55'42"	N 84°57'30" E	68.42'
C49	23.56'	15.00'	90°00'00"	S 37°04'39" E	21.21'
C50	23.56'	15.00'	90°00'00"	S 52°55'21" W	21.21'
C51	93.90'	207.50'	25°55'42"	N 84°57'30" E	93.10'
C52	22.60'	15.00'	86°18'24"	N 64°51'09" W	20.52'
C53	193.23'	735.00'	15°03'48"	S 29°13'51" E	192.68'
C54	23.11'	15.00'	88°16'43"	N 07°22'37" E	20.89'
C55	200.46'	247.50'	46°24'23"	N 74°43'10" E	195.03'
C56	23.56'	15.00'	90°00'00"	S 37°04'39" E	21.21'
C57	520.20'	532.96'	55°55'26"	S 31°45'05" E	499.79'
C58	233.27'	1,433.05'	9°19'36"	S 78°27'44" E	233.01'
C59	8.15'	532.96'	0°52'36"	S 70°09'36" E	8.15'
C60	296.08'	1,040.00'	16°18'42"	S 47°18'56" E	295.08'
C61	28.11'	327.50'	4°55'03"	N 74°32'10" W	28.10'
C62	29.05'	327.50'	5°04'57"	N 79°32'10" W	29.04'
C63	27.38'	152.50'	10°17'07"	N 77°08'12" E	27.34'
C64	40.52'	152.50'	15°13'19"	N 89°53'25" E	40.40'
C65	1.12'	207.50'	0°18'35"	S 82°13'56" E	1.12'
C66	1.12'	152.50'	0°25'17"	S 82°17'17" E	1.12'
C67	36.00'	207.50'	9°56'26"	N 82°42'08" E	35.95'
C68	20.78'	207.50'	5°44'16"	N 74°51'47" E	20.77'
C69	69.78'	247.50'	16°09'16"	N 59°35'36" E	69.55'
C70	74.00'	247.50'	17°07'51"	N 76°14'10" E	73.72'
C71	56.68'	247.50'	13°07'15"	S 88°38'17" E	56.55'
C72	63.63'	302.50'	12°03'09"	S 88°06'13" E	63.52'
C73	36.97'	302.50'	7°00'08"	N 82°22'08" E	36.95'
C74	36.97'	302.50'	7°00'08"	N 75°22'00" E	36.95'
C75	36.97'	302.50'	7°00'08"	N 68°21'51" E	36.95'
C76	36.97'	302.50'	7°00'08"	N 61°21'43" E	36.95'
C77	33.50'	302.50'	6°20'41"	N 54°41'18" E	33.48'
C78	29.66'	60.00'	28°19'37"	S 33°23'45" E	29.36'
C79	41.15'	60.00'	39°17'35"	S 00°24'51" W	40.35'
C80	25.57'	60.00'	24°24'52"	S 32°16'04" W	25.37'
C81	35.98'	60.00'	34°21'26"	S 61°39'13" W	35.44'
C82	21.49'	60.00'	20°31'22"	S 89°05'37" W	21.38'
C83	44.33'	60.00'	42°19'47"	N 59°28'48" W	43.33'
C84	12.27'	60.00'	11°43'11"	N 32°27'20" W	12.25'
C85	14.14'	15.00'	54°00'12"	S 70°55'15" W	13.62'
C86	11.76'	15.00'	44°55'51"	S 21°27'13" W	11.46'
C87	220.16'	665.00'	18°58'07"	S 10°29'46" E	219.15'
C88	36.00'	207.50'	9°56'26"	S 87°21'26" E	35.95'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 08°24'06" E	9.46'
L2	N 82°35'02" W	42.60'
L3	S 07°17'18" W	116.81'
L4	S 17°55'21" W	55.00'
L5	S 72°04'39" E	0.69'
L6	S 07°26'57" W	67.63'
L7	S 07°29'37" W	50.00'
L8	S 07°47'41" W	59.20'
L9	S 13°56'32" W	47.10'
L10	S 22°15'55" W	47.10'
L11	S 30°35'18" W	47.10'
L12	S 38°54'41" W	47.10'
L13	S 47°14'32" W	47.19'
L14	S 51°31'30" W	50.00'
L15	S 51°31'29" W	91.54'
L16	S 53°34'16" W	19.67'
L17	S 57°49'13" W	201.22'
L18	N 67°38'19" W	145.75'
L19	N 73°47'09" W	71.70'
L20	S 07°55'21" W	115.71'
L21	N 82°29'12" W	79.50'
L22	S 07°30'48" W	55.00'
L23	N 82°29'12" W	0.61'
L24	S 07°55'21" W	118.90'
L25	S 81°57'09" E	69.92'

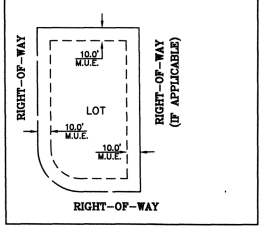
LINE TABLE		
NUMBER	BEARING	DISTANCE
L26	N 49°00'04" E	41.79'
L27	S 11°08'44" W	68.72'
L28	S 82°04'39" E	108.14'
L29	N 72°04'39" W	110.58'
L30	S 82°04'39" E	33.21'
L31	S 38°28'31" E	101.70'
L32	N 51°30'58" E	8.43'
L33	S 07°55'21" W	115.79'
L34	S 82°29'12" E	96.00'
L35	N 82°29'12" W	96.00'
L36	N 82°04'39" W	99.70'
L37	S 82°04'39" E	40.90'
L38	N 71°59'39" E	5.85'
L39	S 71°59'39" W	6.51'
L40	N 82°04'39" W	111.50'
L41	S 45°31'30" E	28.35'
L42	S 28°49'37" E	44.82'
L43	N 51°30'58" E	8.78'
L44	N 86°57'35" E	34.61'
L45	S 85°21'07" E	40.07'
L46	N 08°58'40" W	228.96'
L47	N 82°35'02" W	21.41'
L48	N 80°56'09" E	39.55'
L49	N 74°00'55" E	40.61'

STREET NAMES						
STREET	R.O.W. WIDTH	CLASSIFICATION	PAVEMENT WIDTH	CENTERLINE LENGTH	DESIGN SPEED	TYPE
BISON PRAIRIE ROAD	55 FT.	LOCAL	33'	485 FT.	25 MPH	PUBLIC
CROWN WHEEL PLACE	55 FT.	LOCAL	33'	692 FT.	25 MPH	PUBLIC
HERITAGE MILL BOULEVARD	VARIES -70 FT MIN.	COLLECTOR	40'	1,807 FT.	35 MPH	PUBLIC
MANIFEST ROAD	55 FT.	LOCAL	33'	719 FT.	25 MPH	PUBLIC
OUTHAUL DRIVE	55 FT.	LOCAL	33'	720 FT.	25 MPH	PUBLIC
PULPWOOD ROAD	55 FT.	LOCAL	33'	293 FT.	25 MPH	PUBLIC
WHIPSAW DRIVE	55 FT.	LOCAL	33'	43 FT.	25 MPH	PUBLIC
WHIPSAW DRIVE	60 FT.	COLLECTOR	40'	153 FT.	35 MPH	PUBLIC
WINDROW RUN	55 FT.	LOCAL	33'	1,638 FT.	25 MPH	PUBLIC
TOTAL LINEAR FEET				6,550 FT.		

BUILDING SETBACK LINE
TYPICAL DETAIL
SEE NOTE #44



M.U.E. DETAIL 4
LOT 1, BLOCKS D & E



FINAL PLAT

HERITAGE MILL NORTH SECTION 1

A SUBDIVISION OF 38.163 ACRES OF LAND LOCATED IN THE WILLIAM GATLIN, SURVEY NO. 23, ABSTRACT 271, WILLIAMSON COUNTY, TEXAS

BGE, Inc.
7330 San Pedro Ave., Suite 301
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106500

DCC # 2025075547

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
1	A	6,260	R
2	A	5,040	R
3	A	5,040	R
4	A	5,040	R
5	A	5,040	R
6	A	5,040	R
7	A	5,040	R
8	A	5,040	R
9	A	5,040	R
10	A	5,040	R
11	A	5,040	R
12	A	5,040	R
13	A	5,040	R
14	A	5,040	R
15	A	5,040	R
16	A	5,040	R
17	A	5,040	R
18	A	5,040	R
19	A	5,040	R
20	A	5,040	R
21	A	5,040	R
22	A	3,780	GL/E
23	A	5,040	R
24	A	5,040	R
25	A	5,040	R
26	A	5,040	R
27	A	5,040	R
28	A	5,040	R
29	A	5,040	R
30	A	5,040	R
31	A	5,040	R
32	A	2,520	GL/D
33	A	5,040	R
34	A	5,040	R
35	A	5,040	R
36	A	4,623	R
37	A	3,804	R
38	A	3,876	R
39	A	5,185	R
40	A	34,855	OS/D
41	A	3,519	R
42	A	4,508	R
43	A	4,644	R
44	A	4,665	R

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
1	B	25,056	OS
2	B	5,347	R
3	B	5,367	R
4	B	5,388	R
5	B	5,409	R
6	B	5,429	R
7	B	5,450	R
8	B	5,471	R
9	B	5,492	R
10	B	5,512	R
11	B	5,533	R
12	B	5,666	R

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
1	C	7,330	R
2	C	6,133	R
3	C	6,118	R
4	C	6,104	R
5	C	6,089	R
6	C	6,075	R
7	C	6,061	R
8	C	6,046	R
9	C	6,032	R
10	C	6,018	R
11	C	6,005	R
12	C	11,127	R

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
1	D	180,110	M.U.

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
1	E	40,363	M.U.

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
1	F	5,691	R
2	F	4,640	R
3	F	4,640	R
4	F	11,212	OS
5	F	5,200	R
6	F	5,200	R
7	F	5,200	R
8	F	5,200	R
9	F	5,200	R
10	F	5,200	R
11	F	5,200	R
12	F	5,200	R
13	F	5,200	R
14	F	5,902	R
15	F	4,760	R
16	F	4,760	R

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
1	G	72,498	P/OS
2	G	4,800	R
3	G	4,800	R
4	G	4,800	R
5	G	4,800	R
6	G	4,800	R
7	G	5,952	R
8	G	6,000	R
9	G	6,000	R
10	G	6,000	R
11	G	6,000	R
12	G	6,000	R
13	G	6,000	R
14	G	6,240	R
15	G	7,712	R
16	G	5,910	R
17	G	5,628	R
18	G	5,346	R
19	G	5,075	R
20	G	4,932	R

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
1	L	5,952	R
2	L	4,800	R
3	L	4,800	R
4	L	6,884	OS
5	L	4,723	R
6	L	4,800	R
7	L	4,800	R
8	L	5,952	R

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
1	M	149,877	AMEN

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
1	O	5,952	R
2	O	4,800	R
3	O	4,800	R
4	O	5,596	R
5	O	5,539	R
6	O	8,838	OS
7	O	6,419	R
8	O	7,078	R
9	O	6,077	R
10	O	4,846	R
11	O	4,800	R
12	O	4,800	R
13	O	5,952	R

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
1	P	5,940	R
2	P	4,640	R
3	P	4,640	R
4	P	5,752	R
5	P	10,649	R
6	P	5,258	R
7	P	6,002	R
8	P	5,341	R
9	P	5,014	R
10	P	4,969	R
11	P	2,240	OS

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
1	Q	6,260	R
2	Q	5,040	R
3	Q	5,040	R

LEGEND	
AMEN	AMENITY
R	RESIDENTIAL
GL/D	GREENLINK/ DRAINAGE LOT
GL/E	GREENLINK/ EASEMENT LOT
OS/D	OPEN SPACE/ DRAINAGE LOT
MU	MIXED USE
L/D	LANDSCAPE/ DRAINAGE
P/OS	POND/OPEN SPACE

Unofficial Document

FINAL PLAT

HERITAGE MILL NORTH SECTION 1

A SUBDIVISION OF 38.163 ACRES OF LAND LOCATED IN THE WILLIAM GATLIN, SURVEY NO. 23, ABSTRACT 271, WILLIAMSON COUNTY, TEXAS

BGE, Inc.
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Doc #2025075547

DESCRIPTION OF A 38.163 ACRE TRACT OF LAND

FIELD NOTES FOR A 38.163 ACRE TRACT OF LAND IN THE WILLIAM GATLIN SURVEY NUMBER 23, ABSTRACT 271, WILLIAMSON COUNTY, TEXAS; BEING ALL OF A CALLED 5.794 ACRE TRACT OF LAND (TRACT 2) AS CONVEYED UNTO S&H HUTTO INVESTMENTS, LLC IN DOCUMENT NUMBER 2021009582 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; AND A PORTION OF A CALLED 271.214 ACRE TRACT OF LAND AS CONVEYED UNTO DOMAIN TIMBERLAKE MULTISTATE, LLC IN DOCUMENT NUMBER 2024034490 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 38.163 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS TRACT 1 AND TRACT 2 BY METES AND BOUNDS AS FOLLOWS:

Tract No. 1, 5.794 Acres of Land

BEGINNING at a Texas Department of Transportation (TxDOT) Type II right-of-way monument found on the original north right-of-way line of F.M. 1660 (R.O.W. ~ Varies), as described in Volume 384, Pages 602 & 608 and Volume 386, Page 411 of the Deed Records of Williamson County, Texas, at the intersection with the current south right-of-way line F.M. 1660 (R.O.W. ~ Varies), as described in Document Numbers 2016064873, 2016064874, 2016064888, 2016075808, and 2016096242 of the Official Public Records of Williamson County, Texas, being the most easterly corner of said 5.794 acre tract, for the east corner and POINT OF BEGINNING of the herein described tract;

THENCE, coincident with the common line of the 5.794 acre tract and said original north right-of-way the following six (6) courses;

1) N 83°07'32" W, a distance of 172.79 feet, to a 3/8-inch iron rod found in concrete for a point of curvature of the herein described tract;

2) Curving to the right, with a radius of 1,433.05 feet, an arc length of 233.27 feet, a central angle of 09°19'36", a chord bearing of N 78°27'44" W, and a chord distance of 233.01 feet to a 1/2-inch iron rod with a cap stamped "HALFF ASSOCIATES" found at the end of this curve and the beginning of a non-tangent curve;

3) Curving to the right, with a radius of 532.96 feet, an arc length of 621.45 feet, a central angle of 66°48'33", a chord bearing of N 37°11'38" W, and a chord distance of 586.84 feet to a broken Texas Department of Transportation (TxDOT) Type I right-of-way monument found at the end of this curve and the beginning of another non-tangent curve;

4) Curving to the right, with a radius of 1,642.70 feet, an arc length of 231.43 feet, a central angle of 08°04'20", a chord bearing of N 04°21'56" E, and a chord distance of 231.24 feet to a TxDOT Type I right-of-way monument found for a point of tangency;

5) N 08°24'06" E, a distance of 9.46 feet, to a TxDOT Type I right-of-way monument found for a point of curvature;

6) Curving to the left, with a radius of 2,011.25 feet, an arc length of 182.11 feet, a central angle of 05°11'17", a chord bearing of N 05°48'27" E, and a chord distance of 182.05 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the aforementioned current southwest right-of-way line of F.M.1660, at the end of this curve for the north corner of the 5.794 acre tract and of the herein described tract;

THENCE, S 33°08'26" E, coincident with the common line of the 5.794 acre tract and said current right-of-way line, a distance of 797.21 feet to a TxDOT Type II right-of-way monument found for the beginning of a non-tangent curve of the herein described tract;

THENCE, continuing coincident with said common line, curving to the left, with a radius of 1,040.00 feet, an arc length of 405.39 feet, a central angle of 22°20'02", a chord bearing of S 44°18'16" E, and a chord distance of 402.83 feet to the POINT OF BEGINNING and containing 5.794 acres of land, more or less.

Tract No. 2, 32.369 Acres of Land

BEGINNING at a 1/2-inch iron rod found on the south right-of-way line of FM 1660 (R.O.W. ~ varies) as described in Volume 384, Pages 602 & 608 and Volume 386, Page 411 of the Deed Records of Williamson County, Texas, at the common corner of said 271.214 acre tract and a called 3.616 acre tract of land as conveyed unto Michael W. Maher, II in Document Number 2019100608 of the Official Public Records of Williamson County, Texas, for northeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, S 08°15'06" W, departing the south right-of-way line of FM 1660, coincident with the common line of 271.214 acre tract and said 3.616 acre tract, a distance of 780.51 feet to a 1/2-inch iron rod found at the southwest corner of said 3.616 acre tract, for an angle point of the herein described tract;

THENCE, departing said common line, over and across the 271.214 acre tract the following twenty-five (25) courses:

1) S 07°17'18" W, a distance of 116.81 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point of the herein described tract;

2) S 17°55'21" W, a distance of 55.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

3) S 72°04'39" E, a distance of 0.69 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

4) S 07°26'57" W, a distance of 67.63 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point of the herein described tract;

5) S 07°29'37" W, a distance of 50.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point of the herein described tract;

6) S 07°47'41" W, a distance of 59.20 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point of the herein described tract;

7) S 13°56'32" W, a distance of 47.10 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point of the herein described tract;

8) S 22°15'55" W, a distance of 47.10 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point of the herein described tract;

9) S 30°35'18" W, a distance of 47.10 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point of the herein described tract;

10) S 38°54'41" W, a distance of 47.10 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point of the herein described tract;

11) S 47°14'32" W, a distance of 47.19 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point of the herein described tract;

12) S 51°31'30" W, a distance of 50.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point of the herein described tract;

13) S 51°31'29" W, a distance of 91.54 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point of the herein described tract;

14) S 53°34'16" W, a distance of 19.67 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point of the herein described tract;

15) S 57°49'13" W, a distance of 201.22 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a corner of the herein described tract;

16) N 67°38'19" W, a distance of 145.75 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point of the herein described tract;

17) N 73°47'09" W, a distance of 71.70 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;

18) S 07°55'21" W, a distance of 115.71 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the beginning of a non-tangent curve for an exterior corner of the herein described tract;

19) Curving to the left, with a radius of 277.50 feet, an arc length of 21.41 feet, a central angle of 04°25'15", a chord bearing of N 80°16'34" W, and a chord distance of 21.41 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a point of tangency of the herein described tract;

20) N 82°29'12" W, a distance of 79.50 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;

21) S 07°30'48" W, a distance of 55.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a corner of the herein described tract;

22) N 82°29'12" W, a distance of 0.61 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a point of curvature of the herein described tract;

23) Curving to the left, with a radius of 15.00 feet, an arc length of 23.45 feet, a central angle of 89°35'27", a chord bearing of S 52°43'05" W, and a chord distance of 21.14 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a point of tangency of the herein described tract;

24) S 07°55'21" W, a distance of 118.90 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for the southeast corner of the herein described tract; and

25) N 82°04'39" W, a distance of 198.81 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set on the apparent east right-of-way line of County Road 163 (Apparent R.O.W. ~ varies), no deed of record found, and the west line of the 271.214 acre tract for the southwest corner of the herein described tract;

THENCE, N 07°48'41" E, coincident with the common line of the 271.214 acre tract and said apparent right-of-way line, a distance of 1,853.05 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the northeast corner of the apparent right-of-way of said County Road 163, at the northwest corner of the 271.214 acre tract, on the original aforementioned south right of-way line of F.M. 1660, for the northwest corner of the herein described tract, from which a broken TxDOT Type I concrete right-of-way monument found on the east line of a called 15.01 acre tract of land conveyed unto the Hutto Independent School District in Document Number 2006015406 of the Official Public Records of Williamson County, Texas, at the northwest corner of the apparent right-of-way of County Road 163, bears N 82°35'02" W a distance of 42.60 feet;

THENCE, coincident with the common line of the 271.214 acre tract and said south right-of-way line, the following three (3) courses:

1) S 82°35'02" E, a distance of 437.93 feet to a TxDOT Type I right-of-way monument found for the beginning of a non-tangent curve of the herein described tract;

2) Curving to the left, with a radius of 1,741.28 feet, an arc length of 250.12 feet, a central angle of 08°13'48", a chord bearing of S 78°42'14" E, and a chord distance 249.91 feet to a broken TxDOT Type I right-of-way monument found for a point of tangency of the herein described tract;

3) S 82°49'08" E, a distance of 208.63 feet to the POINT OF BEGINNING and containing 32.369 acres of land, more or less.

The resultant net acreage being 38.163 acres of land, more or less.

NOTES:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE APPROVED WATER AND WASTEWATER SYSTEMS.
2. IT IS THE RESPONSIBILITY OF THE MUNICIPAL UTILITY DISTRICT NO. 35, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.
3. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
4. SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION, IN CONFORMANCE WITH THE UDC, AS AMENDED. ALL SIDEWALKS SHALL BE MAINTAINED BY MUNICIPAL UTILITY DISTRICT NO. 35
5. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NO. 48491C0520F, DATED DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
6. THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
7. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE DESIGNATED 100 YEAR FLOOD PLAIN AS DEFINED BY F.E.M.A. MAP NO. 48491C0520F, DATED DECEMBER 20, 2019.
8. DRIVEWAYS SHALL ONLY CONNECT TO AN INTERNAL PLATTED ROADS
9. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
10. NO BUILDING, FENCING, LANDSCAPING, OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
11. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
12. WATER SERVICE IS PROVIDED BY: CITY OF HUTTO
13. WASTEWATER SERVICE IS PROVIDED BY: CITY OF HUTTO
14. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, IT'S OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
15. HERITAGE MILL NORTH SECTION 1 IS SUBJECT TO TRAFFIC IMPACT FEES IN ACCORDANCE WITH THE CONSENT AGREEMENT DOCUMENT NUMBER 2021043665.
16. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
17. ALL PUBLIC DEDICATION SHALL BE ACCOMPLISHED FREE OF LIENS. RELEASE OF LIENS SHALL BE PROVIDED BY THE COMMISSIONER'S COURT.
18. A TEN FOOT WIDE MUNICIPAL UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY.
19. DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.
20. LOT 1, BLOCK G, IS DESIGNATED AS DETENTION POND, DRAINAGE, AND OPEN SPACE LOT AND SHALL BE DEEDED TO AND MAINTAINED BY WILLIAMSON COUNTY MUD 35.
21. LOTS 22, 32, 40, BLOCK A, ARE DESIGNATED AS GREEN LINK, DRAINAGE, AND OPEN SPACE LOTS AND SHALL BE DEEDED TO AND MAINTAINED BY WILLIAMSON COUNTY MUD 35.
22. LOT 1, BLOCK B, LOT 4, BLOCK F, LOT 4, BLOCK L, LOT 6, BLOCK O, AND LOT 11, BLOCK P ARE DESIGNATED AS OPEN SPACE LOTS AND SHALL TO BE DEDICATED TO THE HOA.
23. LOT 1, BLOCK M IS DESIGNATED AS AN AMENITY CENTER LOT AND SHALL TO BE DEDICATED TO THE HOA.
24. BUILDING SETBACK LINES SHALL CONFORM TO UDC REQUIREMENTS, AS AMENDED.
25. TREES SHALL BE INSTALLED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION, IN CONFORMANCE WITH THE UDC, AS AMENDED.
26. WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE AVAILABLE THROUGH THE CITY OF HUTTO AFTER THE APPROPRIATE WATER AND WASTEWATER SYSTEM IMPROVEMENTS ARE INSTALLED TO THIS SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE OUTSIDE OF THE CONSENT AGREEMENT (WILLIAMSON COUNTY MUD NO. 35).
27. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATION SHOULD BE BUILT AT LEAST ONE-FOOT ABOVE THE SURROUNDING GROUND, AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2" PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.
28. ELECTRIC SERVICE IS PROVIDED BY: ONCOR.
29. GAS SERVICE IS PROVIDED BY: TEXAS GAS SERVICE.
30. ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CONSENT AGREEMENT (WILLIAMSON COUNTY MUD NO. 35), CITY OF HUTTO UNIFIED DEVELOPMENT CODE, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
31. ON-SITE STORMWATER DETENTION FACILITIES WILL BE PROVIDED TO REDUCE POST-DEVELOPMENT PEAK RATES OF DISCHARGE OF THE 2-, 10-, 25-, AND 100-YEAR STORM EVENTS.
32. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
33. GREENLINK LOTS SHALL BE DEVELOPED IN CONFORMANCE WITH THE UDC, AS AMENDED.
34. MAXIMUM IMPERVIOUS COVER PER RESIDENTIAL AND NON-RESIDENTIAL LOTS SHALL BE BASED ON THE DRAINAGE REPORT.
35. A PORTION OF THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.1, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF THE DEVELOPMENT RELEASES UNDETAINED STORMWATER DIRECTLY INTO A DETENTION EXEMPT STREAM REACH.
36. NO CONSTRUCTION, PLANTING, OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
37. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS HOMEOWNERS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO INSURE THE PROPER FUNDING FOR MAINTENANCE.
38. RESIDENTIAL DRIVEWAYS ARE TO BE LOCATED NO CLOSER TO THE CORNER OF INTERSECTING RIGHTS OF WAY THAN 60 PERCENT OF THE PARCEL FRONTAGE OR 50 FEET, WHICHEVER IS LESS.
39. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1 (PER DECEMBER 7, 2021, REGULATIONS), ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
40. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
41. THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CAN BE MADE AT ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL VEHICLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BFE.
42. A SECOND POINT OF ACCESS, MEETING ALL CRITERIA OF THE MOST RECENTLY ADOPTED FIRE CODE, AS AMENDED, SHALL BE REQUIRED ON ALL PLATS OF RESIDENTIAL SUBDIVISIONS CONTAINING MORE THAN 29 DWELLING UNITS.
43. FIRE LANE STRIPING SHALL BE POSTED ON ONE SIDE OF THE STREET FOR STREETS MORE THAN 26 FEET WIDE AND LESS THAN 32 FEET WIDE.
44. LOT 1, BLOCKS D AND E, SHALL INCLUDE A 50-FOOT BUILDING SETBACK ADJACENT TO FM 1660, 25-FOOT BUILDING SETBACK ADJACENT TO HERITAGE MILL BOULEVARD, AND 20-FOOT BUILDING SETBACK ADJACENT TO CR 163.

FINAL PLAT
HERITAGE MILL NORTH SECTION 1

A SUBDIVISION OF 38.163 ACRES OF LAND LOCATED IN THE WILLIAM GATLIN, SURVEY NO. 23, ABSTRACT 271, WILLIAMSON COUNTY, TEXAS

BGE, Inc.
7330 San Pedro Ave., Suite 301
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106500

Doc # 2025075547

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

THAT DOMAIN TIMBERLAKE MULTISTATE, LLC, ACTING HEREBY AND THROUGH, HOUDIN HONARVAR, ACTING MANAGER, THE OWNER OF A CALLED 271.214 ACRE TRACT OF LAND AS CONVEYED BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2024034490 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON, COUNTY, TEXAS, AND THAT S&H HUTTO INVESTMENTS, LLC, ACTING HEREBY AND THROUGH JOE STRAUB, MANAGER, THE OWNER OF A CALLED 5.794 ACRE TRACT OF LAND (TRACT 2) AS CONVEYED BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2021009582 OF THE OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, BEING IN THE WILLIAM GATLIN SURVEY NUMBER 23, ABSTRACT 271 LOCATED IN WILLIAMSON COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 38.163 ACRES OF LAND AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THOSE CERTAIN TRACTS OF LAND, AND THAT WE OWNERS OF 38.163 ACRES OF LAND AS SHOWN HEREON, DO HEREBY SUBDIVIDE AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC FOR SUCH PURPOSES AS WILLIAMSON COUNTY, TEXAS MAY DEEM APPROPRIATE AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

THIS SUBDIVISION IS TO BE KNOWN AS:

HERITAGE MILL NORTH SECTION 1

WITNESS MY HAND, THIS THE 14th DAY OF May, 2025 A.D.

DOMAIN TIMBERLAKE MULTISTATE ~~I~~, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

HOUDIN HONARVAR, ACTING MANAGER

STATE OF ~~TEXAS~~ New York §
New York §
COUNTY OF ~~WILLIAMSON~~ § KNOW ALL MEN BY THESE PRESENTS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED HOUDIN HONARVAR, ACTING MANAGER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

Josephine G Cimino
NOTARY PUBLIC, STATE OF ~~TEXAS~~ New York — 5-14-2025 DATE

JOSEPHINE G CIMINO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CI0026551
Qualified in Nassau County
My Commission Expires 7-5-2028

Josephine G. Cimino
PRINT NOTARY'S NAME
MY COMMISSION EXPIRES 7-5-2028

WITNESS MY HAND, THIS THE 29th DAY OF July, 2025 A.D.

S&H HUTTO INVESTMENTS, LLC., A TEXAS LIMITED LIABILITY COMPANY
4408 SPICEWOOD SPRINGS
AUSTIN, TEXAS 78759

BY: JOE STRAUB,
MANAGER

JOE STRAUB, MANAGER

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED JOE STRAUB, MANAGER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

Sharon Daniels
NOTARY PUBLIC, STATE OF TEXAS — 7-29-25 DATE

Sharon Daniels
PRINT NOTARY'S NAME
MY COMMISSION EXPIRES 12-18-27

SHARON DANIELS
My Notary ID # 8581670
Expires December 18, 2027

I, RICHARD PHAM, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND DO HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

5/5/2025
DATE

RICHARD PHAM, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 142275
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728

STATE OF TEXAS
RICHARD PHAM
142275
LICENSED
PROFESSIONAL ENGINEER

I, DION P. ALBERTSON, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF LAND SURVEYING, AND DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND WAS PREPARED FROM AN ACTUAL ON THE GROUND SURVEY, BY EMPLOYEES OF BGE INC. ON JANUARY 2020.

4/30/25
DATE

DION P. ALBERTSON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4963
BGE, INC.
7330 SAN PEDRO AVE., SUITE 301
SAN ANTONIO, TEXAS 78216

STATE OF TEXAS
REGISTERED
DION P. ALBERTSON
4963
PROFESSIONAL
LAND SURVEYOR

ROAD NAME AND ADDRESS ASSIGNMENT VERIFIED THIS THE 5th DAY OF September, 2025 A.D.

Teresa Baker
WILLIAMSON COUNTY ADDRESS COORDINATOR

THIS PLAT WAS APPROVED FOR RECORDING BY THE PLANNING AND ZONING COMMISSION CHAIR ON THE 6 DAY OF May, 2025

[redacted] Richard Hudson
PLANNING AND ZONING COMMISSION [redacted] CHAIR — 9-2-25 DATE

ASHLEY BAILEY, AICP
DEVELOPMENT SERVICES DIRECTOR — 9-2-25 DATE

IN APPROVING THIS PLAT BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

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

I, STEVEN SNELL, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

Steven Snell — 9/23/25 DATE
STEVEN SNELL, COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

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

THAT I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE 24th DAY OF September A.D., 2025 AT 3:00 O'CLOCK P M., AND DULY RECORDED THIS THE 24th DAY OF September A.D., 2025 AT 3:00 O'CLOCK, P M. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. 2025075547.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY E. RISTER, CLERK COUNTY COURT
WILLIAMSON COUNTY, TEXAS

BY: Ashley Maxey, DEPUTY

COUNTY COURT
WILLIAMSON COUNTY, TEXAS

FINAL PLAT
HERITAGE MILL NORTH SECTION 1

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Unofficial Document