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THE YEAR 2017 REVISION TO THE DECLARATION (Dated 5th day of May, 1982)

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR THE

CHISHOLM RIDGE TOWNHOUSE ASSOCIATION, INC.

THE STATE OF TEXAS)(

COUNTY OF BELL)(KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the members of the Association are the Owners of that certain real property located at 3901 Chisholm Trail, Village of Salado, Texas in Bell County, Texas;

WHEREAS, members of the of the Association desire to provide for the preservation of the amenities in the community and for the maintenance of common facilities developed on the Existing Property;

WHEREAS, members of the Association desire that all Owners of Townhouses within the existing property be assured that property values, open spaces and common facilities will be maintained, the Directors of the Association recommend and the required majority of members concur with the provisions of this revision;

WHEREAS, to accomplish the objectives set forth here-in above, members of the Association desire to subject the Existing Property, to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each Owner thereof;

NOW THEREFORE, members of the Association hereby declare that the Existing Property is and shall be held, transferred, sold, conveyed and occupied subject to the following easements, restrictions, covenants, conditions, charges and liens (hereinafter sometimes called "the covenants and restrictions"), which easements, restrictions, covenants, conditions, charges and liens shall run with Properties (as herein defined) and shall be binding on all parties having or acquiring any right, title or interest, whether legal or equitable, in the Properties or any part thereof, shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the CHISHOLM RIDGE TOWNHOUSE ASSOCIATION, INC., its successors and assigns.

Section 2. "Common Area" shall mean the Existing Property and all real property

conveyed to the Association by the Hilltop Housing Corporation.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Townhouse. The Owner of a Townhouse shall own the Lot upon which the Townhouse is situated.

Section 4. "Townhouse" shall mean and refer to the principal structure owned by a Member upon a single Lot.

ARTICLE II

MEMBERSHIP

Every person or entity who is a record owner of a fee interest in any Townhouse which is subject to covenants of record to assessment by the Association, shall be a member of the "Association." Membership shall be appurtenant to and may not be separate from ownership of any Townhouse which is subject to assessment by the Association. Ownership of such Townhouse shall be the sole qualification for membership.

ARTICLE III

VOTING RIGHTS

Section 1. Voting Rights. Each Owner as defined in Article I shall be a member. Each member shall be entitled to one vote for each Townhouse in which he holds the full fee interest. When the full fee interest in any Townhouse is held by more than one person, all such persons shall be members, and the vote for such Townhouse shall be exercised as they, among themselves determine it. In no event shall more than one vote be cast with respect to any Townhouse.

Section 2. Suspension of Voting Rights. No Owner may exercise a vote hereunder if such Owner is delinquent on the payment of an assessment hereunder on such Owner's Townhouse and the President of the Association shall exercise the vote with respect to such Townhouse.

ARTICLE IV

PROPERTY RIGHTS IN COMMON AREA

Section 1. Members' and Tenants' Beneficial Interest of Enjoyment: Every member in residence, every resident tenant of a member shall have a beneficial interest of use and enjoyment in and to the common areas and such interest shall be appurtenant to and shall pass with the title to every Townhouse subject to the following provisions:

(a) The right of the Association to publish rules and regulations governing use of the Common Area and improvements located thereon and to establish penalties for infractions thereon.

(b) The right of the Association to borrow money for the purpose of improving the

Common Area and facilities;

(c) the right of the Association to suspend the voting rights of a member for (i) any period during which any assessment against his Townhouse remains unpaid and for (ii) a period not to exceed sixty (60) days for any infraction of its published rules, and regulations, and covenants.

(d) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. Except as provided in Section 2 Article X hereof, no such dedication or transfer shall be effective unless an instrument signed by the members entitled to cast two-thirds (2/3) of the aggregate of the votes of the members has been recorded agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than fifteen (15) days nor more than fifty (50) days in advance of any action taken; provided, however, that as used herein the right of the Association to dedicate or transfer part of the Common Area shall not include the right to subdivide or otherwise permit development of Townhouses, or other improvements for sale or commercial use;

(e) the right of the Association to establish rules and regulations governing traffic on the private streets and driveways within the Common Area, and to establish sanctions for any violation or violations of such rules and regulations;

(f) the right of the Association to regulate noise within the Properties, including, without limitation, the right of the Association to require mufflers on engines or to prohibit the use of devices producing excessive noise;

(g) the right of the Association to control the visual attractiveness of the Properties, including without limitation, the right to require Owners to eliminate objects which are visible from the Common Area and which, in the Association's judgment, detract from the visual attractiveness of the Properties;

(h) The Common Areas may not be alienated without the approval of all Owners and holders of first mortgages secured by any Townhouse.

Section 2. Delegation of Use. Any Townhouse may be leased to third parties by the Owner or Owners thereof. Where the Owner of a Townhouse leases such Townhouse to a tenant, all rights of use and enjoyment to the Common Area appurtenant to such Townhouse shall be vested exclusively in such tenant.

Section 3. Title to the Common Area. As a right running with the real property and subject to the provisions of Section 1 and this Article IV, ownership of each Townhouse shall entail the

use, benefit and enjoyment of all of the Common Area including but not limited to, walks pavements, driveways, parking areas, entrances and exits owned by the Association. There shall always be access by both pedestrians and vehicles from each Townhouse or designed to public use without hindrance of such communication ways by the Association and/or Owners. The Association shall hold legal title to the Common Area in trust for the benefit and use of the Owners, and may not convey, alienate, hypothecate or mortgage any portion of the Common Area without the consent of all Owners and all holders of first mortgages upon the Townhouses.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section I. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Townhouse by acceptance of a Deed therefor, whether or not it shall be so expressed in any such Deed or other conveyance, shall be deemed to covenant to pay the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments (together with such interest thereon), costs of collections thereof and reasonable attorney's fees, as hereinafter provided, shall be a charge on the Townhouse and shall be a continuing lien thereon. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Townhouse at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties and in particular for the improvement, maintenance and preservation of the Properties, services, and facilities devoted to said purposes and related to the use and enjoyment of the Common Area, and of the Townhouses situated upon the Properties. Such uses may include, but are not limited to, the cost to the Association of the following: all insurance, repair, replacement and maintenance of the Common Area; maintenance of the exterior walls of the Townhouses, as may from time to time be authorized by the Association; construction of other facilities; mowing grass, caring for the grounds, landscaping, garbage pickup; pest control; streets; outdoor lighting; water and sewer service furnished to the Common Area by or through the Association; discharge of any liens on the Common Area, any assessment or charges upon the Properties, or any portion thereof, established by an instrument of record at the time this Declaration is filed for record and other changes required by

this Declaration or other charges that the Association shall determine to be necessary or desirable to benefit the Owners, the establishment and maintenance of a reserve for repair, maintenance, and other charges as specified herein.

Section 3. Establishing Annual Assessments.

(a) After consideration of current maintenance costs and future needs of the members and the Properties, the Directors of the Association shall levy an annual assessment of each Townhouse. The Annual assessment rate may be changed by the Directors of the Association from time to time, not more often than once every six (6) months; provided that any such change shall have the assent of two-thirds (2/3) of the aggregate votes of members entitled to vote at a meeting duly called for the purpose of changing the annual assessment, written notice of which shall be sent to all members not less than fifteen (15) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting. No amendment may change the ratio of assessment without the prior written approval of all Owners and first mortgagees.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any calendar year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that such assessment shall have the assent of two-thirds (2/3) of the aggregate of the votes of members who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members not less than fifteen (15) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Quorum for Any Action Authorized under Sections 3 and 4. At a meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of the aggregate of the votes of membership shall constitute a quorum. If a quorum is not forthcoming, a subsequent meeting may be held not more than fifty (50) days following the preceding meeting, at such subsequent meeting a quorum shall be one-half (1/2) of the required minimum at the at the previous meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be equally imposed on all Townhouses of similar type. All assessments shall be payable in monthly payments to the Association.

Section 7. Date of Commencement of Annual Assessments. The Association shall fix the amount of annual assessment against each Townhouse at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Association shall collect 1/12 of the annual assessment each month from the Owner of each Townhouse.

Section 8. Effect of Non-Payment of Assessments. Assessments which are not paid when due are delinquent. The Association shall suspend the voting rights of a member for any period during which an assessment remains unpaid. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum rate of interest permitted by law and such assessment and interest shall become a continuing lien on the Townhouse which shall bind such Townhouse (together with the lot) in hands of the Owner, his heirs, devises, personal representative and assigns. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Townhouse, and interest costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each Owner, by his acceptance of a deed to a Townhouse, shall expressly vest in that Association or its agents the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property as provided in Article 3810 of the Texas Revised Civil Statutes, and such Owner by acceptance of a deed to a Townhouse expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the common benefit of all Owners. The Association acting on behalf of the Owners shall have the power to bid upon an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same and to treat the proceeds of any such lease, mortgage or conveyance in the same manner as assessments hereunder. No Owner may waive or otherwise escape liability for the assessments provided for herein by leasing his Townhouse or Townhouses, by non-use of the Common Area, or by abandonment of his Townhouse or Townhouses.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages granted or created by the Owner of any Townhouse to secure the payment of monies advanced and used for the purpose of

purchasing and/or improving such Townhouse. Sale or Transfer of any Townhouse shall not affect the assessment lien; provided, however, the sale or transfer of any Townhouse pursuant to a foreclosure under such purchase-money or improvement mortgages shall extinguish the lien of such assessments as to payments thereof coming due prior to such sale or transfer. No sale or transfer shall relieve such Townhouse from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

(a) All properties dedicated to and accepted by a local public authority, and

(b) The Common Area.

However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 11. Insurance. (a) The Association, or its duly authorized agent, shall have the authority to and shall obtain a broad form public liability policy covering all Common Area, and all damage or injury caused by the negligence of the Association of any of its agents. The Association shall also obtain and maintain hazard insurance at replacement value for any improvements and items of personal property in the Common Area held by the Association. Said insurance may include coverage against vandalism. Premiums for all such insurance shall be common expenses payable out of assessments. All such insurance coverage shall be written in the name of the Association and the Owners in accordance with the terms of this Declaration, and the Owners will cooperate with the Association by doing any and all such acts and things as may be necessary to effect such insurance. It shall be the individual responsibility of each Owner at his own expense to provide, as he sees fit, casuality insurance, liability insurance, theft insurance, and other insurance covering personal property damage and loss.

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall (including, without limitation, patio walls and fences) which is built as part of a Townhouse upon the Properties and placed on the dividing line between Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The Owner of a Townhouse shall not cut through or make any penetration through a party wall for any purpose whatsoever without (i) the prior written consent of the adjoining Owner affected by such penetration and (ii) the prior written consent of the Association.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in equal proportions.

Section 3. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to and run with land and shall pass to such Owner's successors in title.

ARTICLE VII

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced or erected upon any Lot after its purchase, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to approved in writing by the Association. In the event the Association fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, such plans and specifications will be deemed disapproved.

ARTICLE VIII

EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association (or its representative) shall have the right to enter any Lot for the purpose of performing its duties hereunder and shall provide exterior maintenance upon each Townhouse which is subject to assessment hereunder, as follows: exterior building surfaces (excluding gutters and downspouts and roofs including roof fascia above the gutter line, patio fences, outside entry doors, garage doors, glass, windows, light bulbs, awnings, door fixtures and hardware) trees, shrubs and grass, outdoor lighting in Common Area, walks, driveways, parking areas, and painted surfaces of chimneys. The necessity for exterior maintenance shall be determined solely by the Association. Maintenance and repair of all other areas and items shall be the sole responsibility of the individual Owner, unless the Association shall determine in the Associations sole discretion, that maintenance, repair or care of other items or areas by the Association or its representatives would be in the best interest of the Owners. In event the need for maintenance or repair is caused through the willful or negligent act or inaction of the Owner, his family, or guests, or invitees, the costs of such maintenance repairs shall be added to and become a part of the assessment to which such Townhouse is subject.

ARTICLE IX

USE RESTRICTIONS

Section 1. All buildings or structures on the property shall be of new construction.

Section 2. Each Townhouse conveyed shall be designated by a separate legal description or designation and shall constitute a freehold estate subject to the terms, conditions and provisions hereof.

Section 3. The Lots and Townhouses shall be used only for residential purposes, as a private residence, and no professional, business or commercial use shall be made of the same, or any portion thereof. An Owner may lease Townhouses for single-family or transient residential purposes without restriction.

An Owner or resident shall not use a Townhouse in such a manner so as to endanger the health or disturb the reasonable enjoyment of any other Owner or resident.

Any garage and/or any adjoining driveway area on any Lot shall be used for the parking of operable vehicles only. Said garage and the adjoining driveway area shall not be used for a storage area for anything judged to be a nuisance by the Association or its appointed representative. Garage doors shall be kept closed except while in use.

No drilling, digging, quarrying or mining operation of any sort shall be permitted on the Lots.

No Owner may engage in any activity within the Properties which has the effect of increasing premiums for any insurance carried by the Association.

Section 4. No building other than Townhouses shall be constructed on the Lots.

Section 5. No building or structure shall be moved onto the Lots.

Section 6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be permitted on any Lot at any time.

Section 7. No advertising signs (except one "For Sale" sign of not more than five square feet per Townhouse), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on a Lot.

Section 8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lots, except dogs, cats or other common household pets (not to exceed a total of two (2) pets per Townhouse), provided that they are not kept, bred or maintained for any commercial purposes. All permitted household pets shall be kept inside the Townhouse and enclosed patio area, if any, of such Townhouse at all times, except that pets may be taken to areas designated by the Association if such

pets are and remain leashed at all times when outside a Townhouse. The feces of any pets must be removed immediately and not allowed to remain.

Section 9. All rubbish, trash, or garbage from a Lot shall be kept in areas designated for such purposes by the Association and shall be regularly removed from the Lots, and shall not be allowed to accumulate thereon. Trash cans shall not be placed outside of Townhouses except on days on which trash is picked up.

Section 10. Out door drying of clothes shall not be permitted.

Section 11. Without prior written authorization of the Association no television or radio antennas, or flag poles of any sort shall be placed, allowed or maintained on any Townhouse or upon any structure situated upon the Properties.

Section 12. All fixtures and equipment installed within a Townhouse or directly serving a Townhouse such as septic tanks and drain fields, air conditioning compressors, propane tanks, utility lines, pipes, wires or conduit shall be maintained and kept in repair by the Owner of the Townhouse served. An Owner shall do no act or any work that will impair the structural soundness of integrity of another Townhouse or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Townhouse Owners.

Section 13. No vehicle, other than licensed, operable passenger cars, vans, pickup trucks or motorcycles, shall be parked in driveways so as to be visible from the streets. No vehicles shall be parked so as to obstruct ingress and egress by Owners, their families, quests and invitees except for emergency purposes. Parking areas are not intended for use by the Owners for parking or storing boats, trailers, camping units, recreational vehicles or anything judged to be a nuisance by the Association, and the Association may insure the proper use of said areas in such manner it deems necessary.

Section 14. Except in the individual patio area, if any, appurtenant to a Townhouse, no planting, transplanting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon said properties, except as installed in accordance with the initial construction of the Townhouse or as approved by the Association. As used in this Declaration, the term "patio" shall mean the private space enclosed or semi-enclosed by a fence or wall within a Lot which is adjacent to an Owner's Townhouse.

All other area outside of a Townhouse, whether or not within a Lot, shall be deemed to be a part of the Common Area for all purposes, including without limitation, maintenance, care and regulation by the Association. Maintenance, upkeep and repairs of any patio or deck and the inside and

outside of any fences or walls enclosing it shall be the sole responsibility of the individual Owner and not in any manner the responsibility of the Association.

ARTICLE X

EASEMENTS

Section 1. Each Townhouse and the Properties included in the Common Area shall be subject to an easement for encroachments created by construction, settling and over-hang of the structures built by the Association. Said easement shall not be considered an unlimited easement and the final decision as to the reasonableness of such easement shall rest with the Association.

Section 2. There is hereby created a blanket easement upon, across, over and under all of the Properties for ingress and egress, installation, replacing, repairing and maintaining utilities, including, but not limited to, water, sewer, septic tanks and drain fields, telephone, electricity, gas and cable television. Also, there is hereby created a blanket easement upon, across, over and under all of the Properties for ingress and egress for the purpose of maintaining building exteriors and landscape, shrubs and grass. By virtue of this easement, it shall be expressly permissible for the utility companies to affix and maintain pipes, wires, conduits, or other service lines, on, above, across and under the roofs and exterior walls of the Townhouses. Notwithstanding anything to the contrary contained in this paragraph, no sewer, electrical lines, water lines, or other utilities may be installed or relocated on the Properties until approved by the Association. In the event that any utility company furnishing a service covered by the general easement herein provided requests a specific easement on the Properties by separate recordable instrument, the Association without the joinder or consent of any Owner shall have the right to grant such easement on said property without conflicting with the terms hereof.

Section 3. The Owners of the respective Townhouses shall not be deemed to separately own pipes, wires, conduits, or any other service lines running through their property which are utilized for or serve other Townhouse, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his Townhouse.

Section 4. Right of use for ingress and egress shall be had at all times over any dedicated easement, and for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easement, that would constitute interference with the use, maintenance, operation or installation of such utility.

ARTICLE XI

GENERAL PROVISIONS

Section. 1. Enforcement. The Association or any Owner shall have the right to enforce,

by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Similarly, failure by the Association or by any Owner to enforce any one or more covenants or restrictions herein contained shall in no event be deemed a waiver of the right to enforce any other covenant or restriction.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in nowise affect any other provision thereof and all such other provisions shall remain in full force and effect.

Section 3. Term, Termination and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Townhouse subject to this Declaration, their respective legal representative, heirs, successors and assigns, for a term of twenty (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years; provided, however, that in the event an instrument signed by members entitled to cast not less than two-thirds (2/3) of the aggregate of the votes of the membership declaring that this Declaration shall be terminated is filed for record in Bell County, Texas, at least one hundred twenty (120) days before the expiration of the initial twenty-five (25) year period or any subsequent ten (10) year period, then this Declaration shall terminate at the end of such 25-year period or such 10-year period, as the case may be. The covenants and restrictions of this Declaration may be amended at any time by an instrument signed by members entitled to case not less than two-thirds (2/3) of the aggregate of votes of membership.

Section 4. Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

IN WITNESS WHEREOF, the undersigned , being the current President of Chisholm Ridge Townhouse Association has hereunto set its hand this the

19 day of April , 2017

ATTEST:

Linda Hornberger, Secretary

CHISHOLM RIDGE TOWNHOUSE ASSOCIATION, INC.

Jeanie K. Grant, President

THE STATE OF TEXAS)(

COUNTY OF BELL)(

BEFORE ME, The undersigned authority, on this day personally appeared Jeanie K. Grant, President of CHISHOLM RIDGE TOWNHOUSE ASSOCIATION, INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19 day of April 2017.

NOTARY PUBLIC STATE OF TEXAS
ALYSSA WRIGHT
NOTARY PUBLIC - STATE OF TEXAS
ID # 13080036-5
COMM. EXP. 09-09-2020

Notary Public in and for Bell County, Texas

04/19/17

Date