DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LEVY CROSSING SUBDIVISION

THE STATE OF TEXAS §
§
COUNTY OF BELL §

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF LEVY CROSSING SUBDIVISION (the "Declaration") is made effective as of August 11, 2022, by RANIER & SON DEVELOPMENT COMPANY, LLC, a Texas limited liability company (hereinafter sometimes referred to as "Declarant").

WHEREAS Declarant hereby desires to establish and implement plans for residential living, recreation, aesthetic and quality-of-life considerations for the development of that certain real property located in Bell County, Texas and more particularly described on Exhibit A attached hereto ("Property"), to be known as Levy Crossing ("Subdivision");

WHEREAS the Declarant desires to convey the Property subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set forth;

WHEREAS the Declarant desires to create and carry out a uniform plan for the improvement, development and sale of the Property for the benefit of the present and future owners of the Property.

The purposes of this Declaration are to: protect the Declarant and the Owners against inappropriate development and use of Lots within the Subdivision; provide use, maintenance and repair of certain common areas in the Subdivision; provide compatibility of design of improvements within the Subdivision; secure and preserve sufficient setbacks and space between buildings so as to create an aesthetically pleasing environment; provide for landscaping and the maintenance thereof; provide for a property owner's association to maintain common areas and to assist in enforcing this Declaration; and, in general, to encourage construction of attractive, quality, permanent improvements that will promote the general welfare of the Declarant and the Owners. Declarant desires to impose these restrictions on the Property now and yet retain reasonable flexibility to respond to changing or unforeseen circumstances so as to guide, control and maintain the quality and distinction of the Levy Crossing project. The restrictive covenants herein will preserve the best interests of the Declarant and the Owners and residents of the Subdivision after completion of all development and construction therein.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that it is hereby declared (i) that all of the Property shall be held, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, liens, and charges, which are for the purpose of preserving the value and desirability of, and which shall run with, the Property and shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof; and (ii) that each contract or deed that may hereafter be executed with regard to the Property or any portion thereof shall 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 or referred to in said contract or deed.

ARTICLE 1
DEFINITIONS

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

1.01 Additional Land. Declarant, or Declarant's assigns, may create additional phases or sections of the Subdivision, and adopt the same, similar or different restrictions, rules, and regulations for such phases or sections, and make the additional phases or sections subject to the Association.

1.02 Architectural Committee. "Architectural Committee" or "Committee" shall mean the committee created by the Board to review and approve plans for the construction of Improvements on the Property. If the Board does not appoint an Architectural Committee, the Board shall serve as the Architectural Committee.

1.03 Articles. "Articles" shall mean the Certificate of Formation of the LEVY CROSSING HOMEOWNERS ASSOCIATION, INC., as that instrument may be amended from time to time, which instrument is filed in the office of the Secretary of State of the State of Texas.

1.04 Assessment. "Assessment" or "Assessments" shall mean such assessments as may be levied by the Association under the terms and provisions of the Declaration, including, but not limited to, any regular annual assessment, special assessment and Working Capital Assessment.

1.05 Association. "Association" shall mean the LEVY CROSSING HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation, which shall have authority and responsibility for all of the communities and subdivisions of Levy Crossing, as hereafter defined.

1.06 Board. "Board" shall mean the Board of Directors of the Association. Board members may, but need not, be Members of the Association.

1.07 Bylaws. "Bylaws shall mean the Bylaws of the Association as adopted by the Board, and from time to time amended.

1.08 Common Areas. "Common Areas" shall mean any land conveyed, leased, dedicated or assigned by Declarant, or a third party with the Association's consent, to the Association for maintenance and operation, including, but not limited to, easements, roads, entryways, roadways, rights-of-ways, parkways, median strips, sidewalks, parks, recreational areas, pavilions, walking trails, swimming pools, water features, trails, paths, ponds, creeks, or lakes within the Property.

1.09 Declarant. "Declarant" shall mean Ranier & Son Development Company, LLC, a Texas limited liability company, its duly authorized representatives or their respective successors or assigns; provided that any assignment of the rights of Ranier & Son Development Company, LLC as Declarant, must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignments of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

1.10 Declarant Control Period. "Declarant Control Period" shall mean the period from the date hereof until the Transition Date as described in Section 5.03(B) of this Declaration.

1.11 Declaration. "Declaration" shall mean this instrument as it may be amended from time to time.

1.12 Improvement. "Improvement" shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, pole signs, exterior air conditioning, water softener fixtures or equipment, and poles, pumps, walls, tanks, reservoirs, pipes, lines, meters, antennae, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.13 Lot. "Lot" or "Lots" shall mean any parcel or parcels of land within the Property shown as a subdivided lot on a recorded plat of the Property, together with all Improvements located thereon.

1.14 Member. "Member" or "Members" shall mean any person(s), entity, or entities holding membership rights to the Association.

1.15 Mortgage. "Mortgage" or "Mortgages" shall mean any mortgage or deed of trust covering any portion of the Property given to secure the payment of a debt.

1.16 Mortgagee. "Mortgagee" or "Mortgagees" shall mean the holder or holders of any Mortgage or Mortgages.

1.17 Owner. "Owner" or "Owners" shall mean a person or persons, entity or entities, including Declarant, holding a fee simple interest in any Lot on the Property, but shall not include a Mortgagee.

1.18 Person. "Person" or "Persons" shall mean an individual or individuals, entity or entities having the legal right to hold title to real property.

1.19 Plans and Specifications. "Plans and Specifications" shall mean any and all documents designed to guide or control the construction or erection of any Improvement, including, but not limited to, those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such Improvement.

1.20 Property. "Property" shall mean the real property in Bell County, Texas which is described in Exhibit A, and all additional lands which may by later made subject to this Declaration.

ARTICLE 2
DEVELOPMENT OF THE PROPERTY

2.01 Addition of Land. Declarant may, but shall not be required to, at any time and from time to time, add any other lands to the Property, and upon such addition; this Declaration and the covenants, conditions, restrictions and obligations set forth herein shall apply to the added land, and the rights, privileges, duties and liabilities of the persons subject to this Declaration shall

be the same with respect to the added land as they are with respect to the lands originally covered by the Declaration. In order to add lands to the Property hereunder, Declarant shall be required only to record in the Official Records of Bell County, Texas, a Notice of Addition of Land containing the following provisions:

(A) A reference to this Declaration, which reference shall state the book and page numbers of the Official Records of the County wherein this Declaration is recorded;

(B) A statement that the provisions of this Declaration shall apply to the added land; and

(C) A legal description of the added land.

2.02 Withdrawal of Land. Declarant may, at any time and from time to time, reduce or withdraw areas from the Property, and upon such withdrawal, this Declaration and the covenants, conditions, restrictions and obligations set forth herein shall no longer apply to those lands withdrawn. In order to withdraw lands from the Property hereunder, Declarant shall be required only to record in the Official Records of Bell County, Texas, a Notice of Withdrawal of Land containing the following provisions:

(A) A reference to this Declaration, which reference shall state the book and page numbers of the Official Records of the County wherein this Declaration is recorded;

(B) A statement that the provisions of this Declaration shall no longer apply to the withdrawn land; and

(C) A legal description of the withdrawn land.

ARTICLE 3
GENERAL RESTRICTIONS

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

3.01 Construction of Improvements. No Improvements shall hereafter be constructed upon any of the Property without the prior approval of the Architectural Committee.

3.02 Antennas. No external antennas of any kind shall be permitted on any Lot within the Subdivision without prior written approval of the Architectural Committee as to antenna size, height, placement and visibility. No satellite antenna nor any antenna dish may be parked, erected or installed either permanently or temporarily, on any Lot, except in backyard areas where it is substantially concealed from public view.

3.03 Subdividing. No Lot shall be further divided or subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Architectural Committee; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey an easement or other interest less than the whole, all without the approval of the Architectural Committee.

3.04 Signs. No sign of any kind may be erected or maintained on any Lot without the consent in writing of the Architectural Committee except the following permitted signs:

(A) Signs advertising the Lot for sale (whether the initial sale of the Lot or any subsequent sale of the Lot with or without Improvements);

(B) Not more than two (2) political signs, and then only for the period from one month prior to and three days after an official election day;

(C) School spirit signs; or

(D) Security signs.

No permitted sign shall exceed five (5) square feet without the prior written approval of the Architectural Committee. Declarant or the Architectural Committee shall have the right to enter and remove any unapproved sign, advertisement, billboard or structure which is placed on any Lot without the Declarant or the Architectural Committee's consent, and in so doing, shall not be liable and is expressly relieved from any liability for trespass or other sort in connection therewith, or arising from such removal.

3.05 Clotheslines, Garbage Cans, Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon a Lot and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or its occupants. No clotheslines shall be erected or installed on the exterior portion of any Lot and no clothing, linens or other material shall be aired or dried on the exterior portion of any Lot, unless screened from view from any adjacent lot or street. All garbage cans, above-ground storage tanks, mechanical equipment, woodpiles, yard equipment and other similar items on Lots shall be located or screened so as to be concealed from view of neighboring Lots, streets, and property located adjacent to the Lot. All rubbish, trash, and garbage shall be stored in appropriate containers approved by the Board and shall regularly be removed from the Properties and shall not be allowed to accumulate thereon. If rubbish or debris accumulates upon any Lot in violation of this provision in the judgment of the Association, the Association may remove the rubbish or debris, and charge a special assessment to the Owner of the Lot.

3.06 Noise. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants.

3.07 Lighting. No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to neighboring property, except for reasonable security or landscape lighting that has the approval of the Architectural Committee.

3.08 Nuisance and Lateral Support. No noxious or offensive activity or work shall be conducted upon any Lot so as to impair the structural soundness or integrity of any Improvement on any other Lot, or which may be or may become an annoyance or nuisance to the neighborhood.

3.09 Repair of Improvements. All Improvements upon the Property, including any Lot, shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner or Owners thereof.

3.10 Alteration or Removal of Improvements. Exclusive of normal maintenance, any construction or removal in connection with any Improvement, which in any way alters the exterior

appearance of said Improvement, shall be performed only with the prior written approval of the Architectural Committee.

3.11 Solar Equipment. In the event an Owner desires to use solar panels or other solar equipment in connection with the use of any Lot, the location and installation design thereof shall be submitted to the Architectural Committee and approval of such design, including the aesthetics thereof, shall be required before construction may begin.

3.12 Driveway. The Architectural Committee shall have the right to impose limitations on driveway design, including materials, aprons, location and point of contact with dedicated roads, streets or private driveways within the Property.

3.13 Drainage. There shall be no interference with the established drainage patterns over any of the Property, except by Declarant, unless adequate provision is made for proper drainage and approved by the Architectural Committee.

3.14 Hazardous Activities. No activities shall be conducted on the Property and no Improvements shall be constructed on the Property that are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Property, and no open fires shall be lighted or permitted on a Lot except in contained barbeque units while attended and in use for cooking purposes, or within safe and well-designed (i) interior fireplaces, (ii) exterior fireplaces, or (iii) outdoor chimneys (or chimeneas).

3.15 Mining and Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. No well, pump, shaft, casing or other facilities for the removal of subsurface water shall be placed or maintained on any Lot, and no boring, drilling, removal or exploration for subsurface water or the injection of water or waste water shall be conducted on any Lot.

3.16 Machinery and Equipment. Without the approval of the Association or Declarant, no machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot or Common Area except such machinery or equipment as is usual and customary in Bell County, Texas, in connection with the use, maintenance, or construction of a private residence or appurtenant structures or recreational facilities maintained by the Association; provided, however, such machinery or equipment may be placed, operated or maintained by any governmental or quasi-governmental agency, or by any public utility, in the performance of its legitimate functions.

3.17 Temporary Structures. No tent, shack or other temporary building, improvement or structure shall be placed upon a Lot without the prior written approval of the Architectural Committee; provided, however, that the Declarant may maintain or authorize temporary structures necessary for storage of tools and equipment, and for office space for architects, builders and foremen on a Lot during any period of actual construction, which authorization, if given, shall include the nature, size, duration and location of such structure or structures.

3.18 Vehicles. No vehicle or trailer, which is inoperative, wrecked, dismantled, discarded or which does not have (i) a lawful license affixed thereto, (ii) an unexpired license plate or plates, and (iii) a valid motor vehicle safety inspection certificate, shall be permitted upon any

Lot. If visible from the street for a period longer than 72 hours such violative vehicles shall be subject to being towed away by the Association at the owner's expense.

No truck or van with more than two axles, service vehicles (including but not limited to, those containing multiple tool boxes, ladder racks, welding equipment, construction equipment or other similar equipment or accessories), boat, trailer, motor home, mobile home, house trailer, or recreational vehicle, may be kept on the street in front of any Lot, or upon any Lot, unless it is kept inside the garage or yard areas, behind fences or walls, and concealed from public view. No vehicle of any kind may be parked on lawn areas for any reason. These restrictions shall not apply to any vehicle, machinery, or maintenance equipment temporarily parked and used for the construction, repair and maintenance of the Subdivision or of any properties in the Subdivision. Passenger vehicles may be parked on the street in front of Lots for periods of time not to exceed twelve (12) hours in any twenty-four (24) hour period. Any vehicle parked for a longer time may be towed away by the Association at the Lot owner's expense. This restriction is not to be construed to prohibit periodic overnight guests from parking on the street, but is to specifically prohibit residents from using the street as the usual overnight parking for vehicles. No major repair work, dismantling, or disassembling of motor vehicles or other machinery or equipment shall be permitted in or on any drive, street, garage, carport or any part of any lot.

No motorcycles, motorbikes, dirt-bikes, motor-scooter, go-carts, or three and four wheel "off-road" vehicles, nor any similar vehicles, whether licensed or unlicensed may be operated by unlicensed operators on any Lot or on any street in the Subdivision. Furthermore, no motor vehicle that is operated, either legally or illegally, on the Lots or on the streets of the Subdivision shall be permitted to make or emit any noxious or offensive noises, smells, or fumes, or to be operated in such a manner that may be or become a danger, nuisance or annoyance to the neighborhood.

3.19 Fences. No fence, wall, or any other structure shall be erected, added, or placed on any Lot nearer to any front lot line than the nearest front corner of the residential dwelling, unless approved by the Committee. All fences, walls, and mailboxes shall be of a nature and quality so as to be harmonious with, and enhance, and not detract from the general appearance of the Subdivision and must be approved in writing by the Committee prior to construction. Unless otherwise expressly provided herein, each individual lot owner is responsible for keeping, repairing, replacing, and maintaining any existing fence or wall that is on the Owner's Lot or adjacent right-of-way. All fences will be made of cedar, spruce, fir, pine, redwood, or ornamental metal unless otherwise approved by the Committee. Cyclone fences are allowed only if fully screened from public view (i.e. "dog runs"); however, any and all such cyclone fences and the use thereof must first be approved in writing by the Committee. With the prior approval of the Committee, fences may be reasonably stained to enhance natural appearance. Fences are not to be painted or stained unless approved by the Committee. The "good side" of the fence (that is, the side that shows fence slats or pickets only) shall always face the public street closest to such fence or common area, as appropriate. Final approval of fencing and its facing shall be at the full discretion of the Committee. All fencing which has ever been stained and is located in or bordering Common Areas shall be restained in a professional manner by the Owner of the Lot adjacent to such Common Areas at least once every five (5) years, subject to the prior approval of the Committee in order to maintain a common color scheme of such fence staining. In the event that an Owner fails to adequately maintain fencing as required herein, the Association may elect to maintain such fencing in the Association's sole discretion, and shall charge the applicable Owner for the cost of such maintenance, plus a reasonable administrative fee.

3.20 Livestock. No animals, livestock, poultry or insects of any kind shall be raised, bred or kept on any Lot, except that dogs (excluding Pit Bulls, Chows, Rottweiler, Dobermans or any

dog with a wolf mix, which are strictly prohibited), cats, or other household pets may be kept if they are not used, maintained or bred for any commercial purposes, and provided such pets do not become a nuisance to the neighborhood. All dogs with a previous record of aggressive behavior or instances of biting shall be fenced.

3.21 Maintenance of Lawns and Plantings. Those portions of each improved Lot that are visible from the street, primarily the front yard, shall be maintained with domestic grass and/or suitable ground cover, integrated with any natural trees and bushes that may be incorporated into the landscaping. In any case, whether a yard is primarily covered with grass and/or ground cover or largely covered with natural growth, the yard shall be kept in a manner consistent with a well-maintained attractive neighborhood.

If the Owner of any Lot fails to keep the grass and vegetation cut as often as may be necessary to maintain the Lot in a neat and attractive condition, the Association may have the grass or vegetation cut, and the lot owner shall be obligated to pay, or otherwise reimburse the Association, for the cost of such work. By acceptance of its grant deed, each Lot Owner in the Subdivision grants to the Association authority to enter upon such Owner's property without threat of trespass or other liability against the Association excepting willful misconduct by the Association, its officers, employees and agents.

3.22 Sight Lines. No fence, wall, hedge, or shrub planting which obstructs sight lines from streets on the Property shall be placed or permitted to remain on any corner Lot within the area defined by a line drawn between two points located twenty (20) feet from the point of intersection of the street right-of-way property lines immediately adjacent to the Lot, as reasonably located by the Architectural Committee. Measurements shall be by chord, and not arc. No tree shall be permitted to remain within such areas, unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines.

3.23 Garage Conversions. No garage or any portion thereof, may be constructed into enclosed living space unless the Architectural Committee first approves the Plans and Specifications for conversion and construction in writing.

3.24 Swimming Pools, Recreational Amenities, Other Common Areas. Any swimming pools, recreational amenities or other improvements in Common Areas constructed on the Property by Declarant or the Association shall be governed by rules and regulations for use or prohibitions against use established by the Board from time to time.

3.25 Doors and Windows. No "burglar bars," steel or wrought iron bars, or similar fixtures, whether designated as decorative, security or other purposes, shall be installed on the exterior of any windows or doors of any dwelling. Except as set forth herein, no signs, numerals or other writing shall be written on or placed in the doors, windows or exterior walls of any dwelling, either temporarily or permanently, except that the Board may, in its discretion, permit house numbers to be written temporarily on a single window of a dwelling while occupants are moving in, provided such numbers are removed within seventy-two (72) hours after the occupants have taken occupancy. Address plaques may be installed on an exterior wall facing a street so long as such address plaque has been approved by the Architectural Committee. Sheets or similar temporary window treatments may be used for a short time after taking occupancy of a dwelling, provided they are removed and replaced with permanent window treatments within a reasonable time, not to exceed fourteen (14) days, after taking occupancy of the dwelling, as determined in the sole discretion of the Board. Foil, cardboard, plywood, newspaper, sheets or bed linens shall

not be used as window coverings at any time, except for bona fide emergencies of less than three (3) weeks or as otherwise specifically set forth in this paragraph.

3.26 Seasonal Decorations. No Owner or Occupant of any Lot shall keep or maintain any decorations related to seasonal events for more than ten (10) days after (or for more than thirty (30) days prior to) the date of the actual seasonal event.

3.27 Basketball Goals and Sports Equipment. No basketball goals (pole, backboard or rim) or other sports equipment, shall be permanently or temporarily located within fifteen (15) feet of the front Lot line on any Lot, or the side Lot line along any public street.

3.28 Occupancy. A residence may only be occupied by:

(A) A single-family unit which may consist of the owner of the residence, his or her spouse, his or her children, and his or her parents; or

(B) No more than two unrelated individuals and lineal descendants thereof (persons are unrelated if they are not within the second degree of consanguinity to one another); or

(C) The owner, the spouse of the owner, the parents of the owner, or the lineal descendants of the owner and their authorized guests, but which is not used by such persons as a rooming or boarding house for unrelated persons; or

(D) Not more than four unrelated persons and lineal descendants thereof under a lease agreement with the owner of the residence; or

(E) A single-family unit consisting of no more persons than are otherwise authorized herein under a lease agreement with the owner of the residence.

3.29 Compliance. Each Owner shall comply strictly with the provisions of the Declaration as the same may be amended from time to time. Failure to comply shall constitute a violation of this Declaration, and shall give rise to a cause of action to recover sums due for damages or injunctive relief or both, maintainable by the Board on behalf of the Association or by any aggravated Owner. Declarant, for itself, its successor or assigns, reserves the right to enforce these restrictive covenants, though it may have previously sold and conveyed all subdivided Lots controlled by these covenants within the Property. The reservation of this right of enforcement shall not create an obligation of any kind to enforce the same.

3.30 No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in the Declarations are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any Owner acquiring a Lot in reliance upon one or more such restrictive covenants, terms or provisions shall assume all the risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold the Declarant harmless therefrom.

ARTICLE 4
RESIDENTIAL RESTRICTIONS

4.01 Residential Use. All Lots shall be improved and used solely for residential purposes inclusive of a garage, fencing, and other such improvements as are necessary or customarily incident to residential use. No Owner shall occupy or use his Lot or any Improvements constructed thereon, or permit the same or any part thereof to be occupied or used for any purpose, including religious, other than the private residence. All Lots within the Property shall be improved as single-family residential structures, with no more than one (1) residential dwelling unit per Lot. Anything herein to the contrary notwithstanding, any Lot may be used or improved for a greenbelt, open space and/or drain field purposes. No Improvement may be constructed upon any Lot that would unreasonably obstruct the view from any other portions of the Property, and the positioning of all Improvements upon Lots within the Property is hereby expressly made subject to Architectural Committee review. The Architectural Committee may, but shall not be required to, prevent or allow the construction of a proposed Improvement based upon the effect it will have upon the view from any particular Lot. The Architectural Committee may consider the effect the Improvement will have on the Property as a whole, it being expressly understood that neither the Architectural Committee nor the members thereof shall be liable to any Owner in monetary damages or otherwise due to the construction of any Improvement within the Property or the creating thereby of an obstruction to the view from such Owner's Lot or Lots.

4.02 Garages. No Lot shall have Improvements erected which do not provide for at least a one-vehicle garage attached to the primary dwelling structure. Except with consent of the Architectural Committee, garages may not be converted or used for occupancy by Owners or other occupants, or any other purpose other than storage of vehicles, equipment or other incidental related property. Garage doors shall be comprised of a wood or wood-like exterior or finish.

4.03 Outbuildings. Every building, inclusive of such structures as a storage building or greenhouse shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition or be completely screened from public view. All such buildings shall be subject to approval by the Architectural Committee. In no instance shall an outbuilding exceed one (1) story in height or have total floor area in excess of twenty percent (20%) of the floor area of the main dwelling.

4.04 Building Height. No Improvement greater than thirty-two (32) feet in height may be constructed on any Lot without the prior written approval of the Architectural Committee. For purposes of this paragraph, height shall be measured from the foundation slab of the proposed Improvement to the ridgeline of the roof of the proposed Improvement.

4.05 Building Materials, Dwelling Size. All structures shall be of recognized standard construction quality. Unless an exception is granted by the Architectural Committee, all single-family dwellings on Lots shall contain no less than one thousand (1,000) square feet of enclosed living space, exclusive of all porches (open or covered), decks and garages.

4.06 Construction in Place. The use of prefabricated materials shall be allowed only with the prior written approval of the Architectural Committee.

4.07 Setback Requirements. No building shall be located or erected nearer to any Lot line than the building line shown on the recorded plat of the Property subdivision section which includes such Lot.

4.08 Tree Requirement. Prior to the issuance of a certificate of occupancy for a home on a Lot, and at all times thereafter, such Lot shall have at least one 2" or larger caliper (measured at 6 inches above ground level) tree present in the front yard of such Lot.

ARTICLE 5
LEVY CROSSING HOMEOWNERS ASSOCIATION, INC.

5.01 Organization. The Declarant has caused, or will cause the formation and incorporation of the Association as a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its Articles and Bylaws or in this Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

5.02 Membership. Any Person or entity upon becoming an Owner shall automatically become a Member of the Association. Membership shall be appurtenant to and shall run with the property interest, which qualifies the Owner thereof for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with title to the said property interest.

5.03 Voting Rights. The right to cast votes and the number of votes which may be cast, for election of directors to the Board and on all other matters to be voted on by the Members shall be calculated as follows:

(A) The Owner, whether one or more (including Declarant), of each Lot within the Property shall have one vote for each Lot so owned. In addition, Declarant shall have one vote for each lot reflected on the preliminary plats or plans of the portions of the Property which have not been platted or otherwise recorded, including the number of such lots on any land which has been added to the Property pursuant to Section 2.01 ("Total Lots"). Prior to the addition of any additional lands to the Property under Section 2.01, the number of Total Lots for the purposes of this Section 5.03 is 204 Lots.

(B) In addition to the votes to which Declarant is entitled by reason of Subparagraph (A) of this Section, for every such vote, Declarant shall have nine (9) additional votes until such time as the votes described in Subparagraph (A) of this Section, owned by Owners other than Declarant, total in the aggregate (90%) of the total number of votes outstanding under Subparagraph (A) (the "Transition Date"). Thereafter Declarant shall only have votes if any, to which it is entitled under Subparagraph (A) of this Section.

(C) Notwithstanding anything herein to the contrary and pursuant to Texas Property Code Section 209.00591, regardless of the Declarant Control Period provided by this Declaration, on or before the 120th day after the date 75 percent of the Total Lots that may be created and made subject to the Declaration are conveyed to Owners other than a Declarant or a builder in the business of constructing homes who purchased the Lots from the Declarant for the purpose of selling completed homes built on the Lots, at least one-third of the Board members must be elected by Owners other than the Declarant.

5.04 Powers and Authority of the Association. The Association shall have the powers of a Texas nonprofit corporation, subject only to any limitations upon the exercise of its power as are expressly set forth in this Declaration. Without in any way limiting the generality of the two preceding sentences, the Association, and the Board acting on behalf of the Association, shall have the following powers at all times:

(A) Policies, Rules and Bylaws. To make, establish and promulgate, and in its discretion to amend or repeal and re-enact, such policies, rules and Bylaws, not in conflict with this Declaration, as it deems proper to address any and all aspects of its functions.

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

(C) Records. To keep books and records of the Association's affairs.

(D) Assessments. To levy Assessments as provided in Article 7 below.

(E) Right of Entry and Enforcement. To enter at any time in an emergency, or in a non-emergency, after ten (10) days' written notice, without being liable to any Owner, upon any Lot and into any Improvement thereon for the purpose of enforcing the Declarations, and the expense incurred by the Association in connection with the entry upon any Lot and the work conducted thereon (i) shall be a personal obligation of the Owner of the Lot entered upon, (ii) shall be a lien upon the Lot entered on and Improvements thereon, and (iii) shall be enforced in the same manner and to the same extent as provided in Article 7 hereof for regular and special Assessments. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the names 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 Declaration. 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 provisions of this Declaration; provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, its successors or assigns.

(F) Fines. To levy and collect fines against Owners for any violation of the Declaration which is not cured by the Owner in the judgment of Board within 30 days after written notice of such violation as provided in Section 9.04. Fines may be assessed repeatedly for continuous violations. Fines shall be uniform according to a fine schedule to be established from time to time by the Board.

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

5.05 Common Areas.

(A) Subject to and in accordance with this Declaration, the Association, acting through the Board, shall have the following duties:

(1) To accept, own, operate and maintain all Common Areas which may be conveyed or leased to it by Declarant or the original developer, JOF Developers, Inc. ("Original Developer"), together with any Improvements of any kind or purpose located in said areas; and to accept, own, operate and maintain all other property, real and personal, conveyed or leased to the Association by Declarant or the Original Developer; and to maintain in good repair and condition all lands, Improvements, and other Association property owned by or leased to the Association, or easements for which the maintenance obligation has been assigned to the Association, whether by Declarant, the Original Developer, or by other Persons, including, but not limited to, (i) ensuring that all stained fences located in or bordering Common Areas are restained at least once every five (5) years pursuant to Section 3.19 of this Declaration, (ii) the obligation to provide monthly inspections and maintenance as needed of the detention ponds included in the Common Areas, including the removal of litter, trash and debris; (iii) the obligation to provide landscape maintenance for the detention ponds included in the Common Areas, performed at least three times per year; (iv) maintenance of storm drain pipes and offsite outfall channels located on any Lots or Common Areas and maintenance of storm drain pipes and offsite outfall channels located outside of the Property but serving the Property pursuant to Instruments No. 202200038947 and 202200038950, recorded in the Official Records, Bell County, Texas; and (v) any other obligation for maintenance of Common Areas which may be assigned to the Association, whether by Declarant or by other Persons, subject to the acceptance of such assignment by the Association.

(2) To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Association, to the extent that such taxes and assessments are not levied directly upon individual Members of the Association. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.

(3) To execute mortgages, both construction and permanent, for construction of Improvements on property owned by or leased to the Association, and to accept lands in Common Areas, whether or not improved, from Declarant subject to such mortgages or by assuming such mortgages, including without limitation, a swimming pool or pools in Common Areas. Financing may be effected through conventional mortgages or deeds of trust, the issuance and sale of development or other bonds, or in any other form or manner deemed appropriate by the borrower, whether Declarant or the Association. The mortgage or other security interest given to secure repayment of any debt may consist of a first, second or other junior lien, as deemed appropriate by borrower, whether Declarant or the Association, on the Improvements to be constructed, together with such underlying and surrounding lands as the borrower deems appropriate. The debt secured by such mortgage or other security instrument may be retired from and secured by the revenues generated by dues, use fees, assessment of Members, or otherwise, or any combination thereof, as may be deemed appropriate by Declarant or the Association, as the case may be, but subject to the limitations imposed by this Declaration.

(B) In addition to, and not in limitation of, the power and authority of the Association as set forth in Section 5.04 of this Declaration, the Association, acting through the Board, shall have the power and authority:

(1) To grant and convey portions of Association property, including fee title, leasehold estates, easements, right-of-way, and/or mortgages, to any person or entity for the purpose of constructing, erecting, operating or maintaining Improvements for the Subdivision.

(2) To pay for water, sewer, garbage removal, landscaping, gardening and all other utilities, services and maintenance for the property of the Association, or within city-owned parks, parkways, entrance ways, or street rights of way which the Association desires to maintain or pay for, in the best interest of the Association and the aesthetic appearance of the Subdivision as a whole.

(3) To enter into contracts with Declarant and other persons, with such terms and provisions as the Board shall determine, to operate and maintain any of the Common Areas or to provide any service or perform any function on behalf of Declarant or the Association in connection with the purposes of the Association.

(4) To acquire and own and to dispose of all manner of real and personal property, whether by purchase, grant, lease, gift or otherwise.

5.06 Indemnification. The Association shall indemnify any director, officer, or member of a committee duly appointed pursuant to the Articles or Bylaws who by reason of the fact that such person is or was a director, officer or member of such a committee of the Association was, is, or is threatened to be made, a named defendant or respondent in (i) any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative, or investigative, (ii) any appeal in such an action, suit, or proceeding, and (iii) any inquiry or investigation that could lead to such an action, suit, or proceeding (hereinafter a "Proceeding"), and against all judgments, penalties (including excise and similar taxes), fines, settlements, and reasonable expenses actually incurred by the person in connection with any such Proceeding to the fullest extent permitted by the Texas Non-Profit Corporation Act, as amended and in effect from time to time. Such authorization of indemnification shall be deemed to be mandatory and deemed to constitute authorization of indemnification and advancement of expenses to the fullest extent permitted by the Texas Non-Profit Corporation Act, as amended and in effect from time to time.

ARTICLE 6
ARCHITECTURAL COMMITTEE

6.01 Membership of Architectural Committee. The Architectural Committee shall consist of not more than four (4) voting members ("Voting Members") and such additional nonvoting members serving in an advisory capacity ("Advisory Members") as the Voting Members deem appropriate. The following persons are hereby designated as the initial Voting Members of the Architectural Committee: Stephen Grove, Amanda Harvey and Jason Williams. When a person other than the initial Voting Members is president of the Association, such person shall be the fourth Voting Member.

6.02 Action by Architectural Committee. Items presented to the Architectural Committee shall be decided by a majority vote of the Voting Members.

6.03 Declarant's Rights of Appointment. Until the Transition Date as defined in Section 5.03(B), Declarant, its successors or assigns shall have the right to appoint and remove all Voting Members of the Architectural Committee, which persons need not be drawn from Association Members. Notwithstanding the preceding sentence, Declarant may delegate its right of appointment, or any portion thereof, to the Board by written instrument before such date. Whenever the Transition Date occurs, thereafter, the Board shall have the right to appoint all Voting Members pursuant to applicable law. At such time as the Board gains the right to appoint and remove Voting Members of the Architectural Committee, or any portion of this right, a majority of the Voting Members so appointed shall be drawn from Members of the Association. Advisory Members shall, when reasonably possible, be drawn from Members of the Association.

6.04 Adoption of Rules. The Architectural Committee may adopt such procedural and substantive rules, not in conflict with this Declaration, as it deems necessary or proper for the performance of its duties, including but not limited to a building code, a fire code, a housing code, and other similar codes.

6.05 Review of Proposed Construction. Whenever in this Declaration the approval of the Architectural Committee is required, the Architectural Committee shall have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts that, in its sole and absolute discretion, are relevant. Except as otherwise specifically provided herein, prior to the commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specifications therefor shall be submitted to the Architectural Committee, and construction thereof may not commence unless and until the Architectural Committee has approved such Plans and Specifications. Until receipt by the Architectural Committee of any information or document deemed necessary by the Architectural Committee, it may postpone review of any Plans and Specifications submitted for approval. Upon receipt of all necessary information, the Architectural Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration, and perform such other related duties assigned or authorized by this Declaration, including at its option inspection of construction in progress to assure its conformance with previously approved Plans and Specifications. The Architectural Committee shall have the express authority to perform fact-finding functions hereunder and shall have the power to construe and interpret any covenant herein that may be vague, indefinite, uncertain or capable of more than one construction. The Architectural Committee may, in its review of Plans and Specifications and such other information as it deems proper, consider whether any proposed Improvement upon a Lot would unreasonably obstruct the view from other portions of the Property. The Architectural Committee may, but shall not be required to, disapprove any Improvement upon any Lot that would unreasonably obstruct the view from any other portion of the Property. No Improvement shall be allowed on any Lot which is of such size or architectural design or involves the use of such landscaping, color schemes, exterior finishes and materials and similar features as to be incompatible with residential development within the Property and the surrounding area. The Architectural Committee shall have the authority to disapprove any proposed Improvement based upon the restrictions set forth in the preceding sentence and the decision of the Architectural Committee shall be final and binding so long as it is made in good faith, subject to any right to appeal provided under applicable law. The Architectural Committee shall not be responsible for reviewing any proposed Improvement, nor shall its approval of any Plans and Specifications be deemed an

endorsement, from the standpoint of structural safety, engineering soundness, or conformance with building or other codes not of its authorship.

6.06 Actions of the Architectural Committee. The Architectural Committee may, by resolution unanimously adopted in writing, designate one or two of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Architectural Committee. In the absence of such designation, the vote of a majority of all the members of the Architectural Committee taken without a meeting shall constitute an act of the Architectural Committee.

6.07 No Waiver of Future Approvals. The approval or consent of the Architectural Committee of any Plans and Specifications for any work done or proposed, or in connection with any other matter requiring the approval or consent of the Architectural Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any other Plans and Specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or a different person.

6.08 Work in Progress. The Architectural Committee may at its option inspect all work in progress to insure compliance with approved Plans and Specifications.

6.09 No Liability for Architectural Committee Members. Neither the Architectural Committee nor any member thereof shall be liable to the Association or to any Owner or to any other person for any loss, damage or injury arising out of their being in any way connected with the performance of the Architectural Committee's duties under this Declaration unless due to the willful misconduct or bad faith of the Architectural Committee or its members, as the case may be. Neither the Architectural Committee nor any member thereof shall be liable to any Owner due to the construction of any Improvements within the Property, or the creation thereby of any obstruction of the view from such Owner's Lot or Lots.

6.10 Address. Plans and Specifications shall be submitted to the Architectural Committee at 4090 State Hwy 6 S., College Station, Texas 77845, or at such other address as may be designated by Declarant or the Board, as the case may be, from time to time.

6.11 Failure to Act. In the event the Architectural Committee or its designated representative fails to approve or disapprove any Plans and Specifications within thirty (30) days after the same have been submitted to it, complete with all other information requested by the Architectural Committee in connection with such submission, approval shall be assumed.

6.12 Variances. Notwithstanding any other provision of this Declaration, in order to prevent undue hardship upon the Owner or Owners of any individual Lot or Lots upon the Property, variance from any restrictions set out in this Declaration may be granted by a unanimous decision of the Architectural Committee in a written instrument to be duly acknowledged, if and when such a variance shall ever be granted.

6.13 Governmental Agency Approval. Nothing in this Declaration shall be construed to relieve any Owner from securing such approvals, certificates and/or permits as may be required by law in connection with the construction of any Improvements on any Lot.

6.14 Relationship with Association. The Architectural Committee has been created pursuant to this Declaration to perform certain functions specified herein relating to the review and approval of Plans and Specifications for Improvements built on the Property. The

Architectural Committee does not exercise the authority of the Board, and shall not do so unless and until (i) the Board shall have duly appointed a majority of Board members to the Architectural Committee, and (ii) the Board shall by unanimous resolution, duly recorded in the records of the Association, make the Architectural Committee a committee of the Board in accordance with the Texas Non-Profit Corporation Act.

ARTICLE 7
FUNDS AND ASSESSMENTS

7.01 Assessments.

(A) The Association may from time to time levy Assessments against each Lot whether or not improved. Except for special assessments and Working Capital Assessments (defined below), the level of Assessments shall be equal and uniform between all Lots. It is provided, however, that no Assessments hereunder shall be levied against Declarant or an affiliate of Declarant, including without limitation, Stylecraft Builders, Inc.

(B) Where the obligation to pay an Assessment first arises after the commencement of the year or other period for which the Assessment was levied, the Assessment shall be prorated as of the date when said obligation first arose in proportion to the amount of the Assessment year or other period remaining after said date.

(C) Each unpaid Assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the personal obligation of the owner of the Lot against which the Assessment falls due, and shall become a lien against each such Lot and all Improvements thereon. The Association may enforce payment of such Assessments in accordance with the provisions of this Article.

7.02 Regular Annual Assessments. The initial annual Assessment shall be $450.00 per Lot, subject to revision by the Board as set forth herein without the necessity of an amendment to this Declaration. Thereafter, prior to the beginning of each fiscal year, the Board shall estimate expenses, including all debt service (whether owed to Declarant, an affiliate of Declarant, or otherwise) to be incurred by the Association during such year in performing its functions under this Declaration. Assessments sufficient to pay such estimated expenses plus a prudent reserve shall then be levied as herein provided, and the level of Assessments set by the Board shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any individual Assessment, the Association may at any time, and from time to time levy further Assessments in the same manner as aforesaid. All such regular Assessments shall be due and payable to the Association in the time and manner directed by the Board at its sole discretion, either (a) annually, at the beginning of the fiscal year, or (b) during the fiscal year in equal monthly installments on or before the first day of each month, or (c) in other convenient installments.

7.03 Working Capital Assessment. Each Owner (other than Declarant or an affiliate of Declarant or a builder in the business of constructing homes who purchased the subject Lot for the purpose of selling completed homes to an unrelated third party) of a Lot shall pay a working capital assessment (the "Working Capital Assessment") to the Association in an amount equal to one-half of the regular annual Assessment, as set by the Board pursuant to Section 7.02 of this Declaration, at the time of any transfer of such Lot as described herein. The Working Capital Assessment hereunder will be due and payable to the Association by the transferee at the closing

of any transfer of a Lot (including any transfer from Declarant to the initial Owner (unless to an affiliate of Declarant), and any transfer from one Owner of a Lot to a subsequent Owner of a Lot). The Association may use the Working Capital Assessments collected hereunder to discharge operating expenses or for any other purpose allowed under this Declaration. Notwithstanding the foregoing, the following transfers, in addition to those already described, will not be subject to the Working Capital Assessment: (i) foreclosure of a deed of trust lien, tax lien, or the Association's assessment lien; (ii) transfer to, from, or by the Association; (iii) 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, the Declarant, if prior to the Transition Date, and thereafter the Board, shall make the determination regarding the application of the exemption and such determination shall be binding and conclusive without regard to any contrary interpretation of this Section 7.03. The Working Capital Assessment will be in addition to, not in lieu of, any other Assessments levied in accordance with this Article 7 and will not be considered an advance payment of such Assessments. The Board shall have the power to waive the imposition of any Working Capital Assessment attributable to any Lot in connection with a transfer of such Lot by the recordation of a waiver notice, which waiver may be temporary or permanent, and which may be granted at the sole discretion of the Board.

7.04 Special Assessments. In addition to the regular annual Assessments and Working Capital Assessments provided for above, the Board may levy special Assessments whenever in the Board's opinion such special Assessments are necessary to enable the Board to carry out the mandatory functions of the Association under this Declaration. The amount and due date of any special Assessments shall be at the reasonable discretion of the Board. The Board may also make special Assessments against individual Owners for costs related to repair or maintenance of damages or loss to Common Areas or property for which the Association has a repair obligation caused by the negligence or intentional acts of any Owner or occupants of a Lot.

7.05 Owner's Personal Obligation for Payment of Assessments. The Assessments provided for herein shall be the personal and individual debt of the owner of the Lot covered by such Assessments. Except as otherwise provided in Section 7.01(A) hereof, 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 shall be obligated to pay interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from due date thereof (or if there is no such highest rate, then at the rate of 1-1/2% per month), together with all costs and expenses of collection, including reasonable attorneys' fees.

7.06 Assessment and Fine Lien and Foreclosure. All sums assessed in the manner provided in this Article but not paid by the Owner, and all fines assessed by the Board in the manner provided in Section 5.04, shall, together with interest as provided in Section 7.05 hereof and the cost of collection, including attorneys' fees as herein provided, thereupon become a continuing lien and charge on the Lot covered by such Assessment or fine, which shall bind such Lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be superior to all other liens and charges against the said Lot, except only for tax liens and all sums unpaid on a first mortgage lien or first deed of trust filed of record, securing in either instance sums borrowed for the acquisition or improvement of the Lot in question. The Association shall have the power to subordinate the aforesaid Assessment and fine lien to any other lien. Such power shall be entirely discretionary with the Board and an officer of the Association, duly authorized by the Board, shall effectuate such subordination. To evidence an Assessment and fine lien, the Association may prepare a written notice of Assessment and fine lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien, and a description of the Lot. Such notice shall be

signed by an officer of the Association, duly authorized by the Board, and shall be recorded in the office of the County Clerk of Bell County, Texas. Such lien for payment of Assessments or fines shall attach with the priority above set forth from the date such payment becomes delinquent, and may be enforced subsequent to the recording of a notice of Assessment and fine lien as provided above by the foreclosure of the defaulting Owner's Lot by the Association judicially or by expedited foreclosure proceedings pursuant to the provisions of Section 209.0092 of the Texas Property Code and Texas Rules of Civil Procedure Rules 735 and 736, and successor statutes, and each Owner expressly grants the Association a power of sale in connection therewith, or the Association may institute suit against the Owner personally obligated to pay the Assessment or fine and/or for foreclosure of the aforesaid lien judicially. Any Owner may waive expedited foreclosure proceedings. In any foreclosure proceeding, whether judicial or not judicial, the Owner shall be required to pay the costs, expenses, and reasonable attorneys' fees incurred by the Association. The Association shall have the power to bid 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 shall report to said Mortgagee the status of any Assessments or fines relating to the Mortgagee's mortgage and remaining unpaid for longer than thirty (30) days after due.

ARTICLE 8
EASEMENTS

8.01 Reserved Easements. All dedications, limitations, restrictions, and reservations shown on any plat covering all or any portion of the Property and all grants and dedications of easements, rights-of-way, restrictions, and related rights made by Declarant prior to the Property becoming subject to this Declaration, are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Property.

8.02 Surface Areas. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns or flowers. However, neither the Declarant nor any supplier of any utility service using any easement area shall be liable to any Owner or to the Association for any damage done by them or either of them, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity reasonably relating to the construction, maintenance, operation or repair of any facility in any such easement area.

8.03 Drainage Easements. Each Owner covenants to provide easements for drainage and water flow, as contours of land and the arrangement of Improvements approved by the Architectural Committee thereon require. Each Owner further covenants not to disturb any trees or other vegetation within the drainage easements as defined in this Declaration and shown on the plat of the Subdivision. There shall be no construction of Improvements, temporary or permanent, in any drainage easement, except as may be approved in writing by the Architectural Committee.

8.04 Blanket Easement. An easement is hereby retained in favor of the Association over all Lots and the Common Areas for the purpose of enforcing the Declaration, and for the construction of a common cable television system, a common sprinkler system, maintenance of landscaping, or any other item for the common benefit of the Owners as shall be determined by the Association. An easement is further granted for the purpose of repairing and maintaining any

such system so constructed. An entry upon any Lot or the Common Areas to effectuate the foregoing purposes shall not be deemed as trespass.

ARTICLE 9
MISCELLANEOUS

9.01 Term. This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until twenty (20) years from date hereof (the "Termination Date"), unless amended as herein provided. On the Termination Date, this Declaration, including all such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each.

9.02 Dissolution. Upon termination of this Declaration, the Association shall be dissolved. In the event of any such dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to any appropriate public agency to be used for purposes similar to those of the Association with respect to the Common Areas. 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.

9.03 Amendment.

(A) By Declarant. This Declaration may be amended by the Declarant, acting alone, until the Transition Date, as defined in Section 5.03(B), and thereafter for so long as Declarant holds a majority of the votes of the Association. No amendment by Declarant shall be effective until there has been recorded in the Official Records of Bell County, Texas, an instrument executed and acknowledged by Declarant and setting forth the amendment, and, if amended after the Transition Date, an instrument executed and acknowledged by the Secretary of the Association, certifying that the Declarant had the requisite number of votes.

(B) By Owners. In addition to the method in Section 9.03(A), after the Transition Date, this Declaration may be amended by the recording in the Official Records of Bell County of an instrument executed and acknowledged by the President and Secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least fifty-one percent (51%) of the number of votes entitled to be cast pursuant to Section 5.03 hereof.

9.04 Notices. Any notice permitted or required by this Declaration shall be in writing and shall at least be delivered by certified mail. Any delivery made by certified mail or by regular mail shall 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 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.

9.05 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the Property set forth in

this Declaration. This Declaration shall be construed, governed and enforced under the laws of the State of Texas.

9.06 Exemption of Declarant and Stylecraft Builders, Inc. Notwithstanding any provision in this Declaration to the contrary, neither Declarant nor any affiliate of Declarant, including, without limitation, Stylecraft Builders, Inc., nor any activity of the foregoing, shall in any way be subject to the control of or under the jurisdiction of the Architectural Committee, including, but not limited to with respect to any requirement to submit construction plans for approval by the Architectural Committee. Without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of Declarant to (i) excavate and grade, (ii) construct and alter drainage patterns and facilities, (iii) construct any and all other types of Improvements, sales and leasing offices, and similar facilities, and (iv) post signs incidental to construction, sales, and leasing anywhere within the Property.

9.07 Assignment of Declarant. Notwithstanding any provision in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights, and duties under this Declaration to any other person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights, and duties hereunder.

9.08 Enforcement and Nonwaiver.

(A) Right of Enforcement. Except as otherwise provided herein, any Owner at his own expense, Declarant, and/or the Board shall have the right to enforce any and all of the provisions of the Declaration. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision.

(B) Nonwaiver. The failure to enforce any provision of the Declaration at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.

(C) Liens. The Association shall have the right, when appropriate in its judgment, to claim or impose a lien upon any Lot or Improvement constructed thereon in order to enforce any right or effect compliance with this Declaration.

9.09 Construction.

(A) Restrictions Severable. The provisions of the Declarations shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

(B) Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine, and neuter.

(C) Sole and Absolute Discretion. Notwithstanding anything herein to the contrary, whenever a party to this Declaration is entitled to exercise its "sole and absolute discretion", such discretion may be exercised by that party for any reason or for no reason, whether such discretion is arbitrary, uncontrolled or unreasonable. Any parties' exercise of its "sole and absolute discretion" shall be final and shall not be

subject to appeal or be subject to adjudication by a court of law, arbitration, mediation, or otherwise.

(D) Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs, sections or articles.

(E) Deadlines on Business Day. If any deadline in this Declaration should fall on a Saturday, Sunday or a Texas or federal holiday, such deadline shall automatically be extended to the next business day.

(F) Choice of Law. This Declaration shall be construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of this 11th day of August, 2022.

DECLARANT:

Ranier & Son Development Company, LLC

By: _____
Stephen Grove, Assistant Vice President

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 18 day of July, 2022, by Stephen Grove, Assistant Vice President of Ranier & Son Development Company, LLC, a Texas limited liability company, on behalf of such entity, and in the capacity herein stated.

_____
Notary Public, State of Texas

NOTARY PUBLIC STATE OF TEXAS
KATHRYN BERILLA
My Notary ID # 129326638
Expires February 27, 2025

Consent of Owner

Owner of the Property does hereby consent to and approve the Declaration with respect to the Property and confirms that the Property is hereby made subject to the Declaration.

JOF Developers, Inc.
a Texas corporation

By: _____
Gary W. Purser, Jr., President

STATE OF TEXAS

COUNTY OF Bell

This instrument was acknowledged before me on this the 9 day of August, 2022 by Gary W. Purser, Jr., President of JOF Developers, Inc., a Texas corporation, on behalf of said entity and in the capacity herein stated.

CYNTHIA A. MURPHY
Notary Public, State of Texas
Comm. Expires 08-20-2023
Notary ID 11713951

_____
Notary Public, State of Texas

EXHIBIT A

Property

Lots One (1) through Thirteen (13), Block One (1), Levy Crossing, a subdivision in the City of Killeen, Bell County, Texas, according to the map or plat thereof recorded under Instrument Number 2022041578, Official Records, Bell County, Texas.

Lots One (1) through Twenty-One (21), Block Two (2), Levy Crossing, a subdivision in the City of Killeen, Bell County, Texas, according to the map or plat thereof recorded under Instrument Number 2022041578, Official Records, Bell County, Texas.

Lots One (1) through Fourteen (14), Block Three (3), Levy Crossing, a subdivision in the City of Killeen, Bell County, Texas, according to the map or plat thereof recorded under Instrument Number 2022041578, Official Records, Bell County, Texas.

Lots One (1) through Twenty-Three (23), Block Four (4), Levy Crossing, a subdivision in the City of Killeen, Bell County, Texas, according to the map or plat thereof recorded under Instrument Number 2022041578, Official Records, Bell County, Texas.

Lots One (1) through Sixteen (16), Block Five (5), Levy Crossing, a subdivision in the City of Killeen, Bell County, Texas, according to the map or plat thereof recorded under Instrument Number 2022041578, Official Records, Bell County, Texas.

Lots One (1) through Twenty-Six (26), Block Six (6), Levy Crossing, a subdivision in the City of Killeen, Bell County, Texas, according to the map or plat thereof recorded under Instrument Number 2022041578, Official Records, Bell County, Texas.

Lots One (1) through Nineteen (19), Block Seven (7), Levy Crossing, a subdivision in the City of Killeen, Bell County, Texas, according to the map or plat thereof recorded under Instrument Number 2022041578, Official Records, Bell County, Texas.

Lots One (1) through Nine (9), Block Eight (8), Levy Crossing, a subdivision in the City of Killeen, Bell County, Texas, according to the map or plat thereof recorded under Instrument Number 2022041578, Official Records, Bell County, Texas.

Lots One (1) through Fifteen (15), Block Nine (9), Levy Crossing, a subdivision in the City of Killeen, Bell County, Texas, according to the map or plat thereof recorded under Instrument Number 2022041578, Official Records, Bell County, Texas.

Lots One (1) through Thirty-Six (36), Block Ten (10), Levy Crossing, a subdivision in the City of Killeen, Bell County, Texas, according to the map or plat thereof recorded under Instrument Number 2022041578, Official Records, Bell County, Texas.

Lots One (1) through Twenty-Seven (27), Block Eleven (11), Levy Crossing, a subdivision in the City of Killeen, Bell County, Texas, according to the map or plat thereof recorded under Instrument Number 2022041578, Official Records, Bell County, Texas.

Lots One (1) through Twenty-Eight (28), Block Twelve (12), Levy Crossing, a subdivision in the City of Killeen, Bell County, Texas, according to the map or plat thereof recorded under Instrument Number 2022041578, Official Records, Bell County, Texas.

Lots One (1) through Forty-Three (43), Block Thirteen (13), Levy Crossing, a subdivision in the City of Killeen, Bell County, Texas, according to the map or plat thereof recorded under Instrument Number 2022041578, Official Records, Bell County, Texas.

Lots One (1) through Forty-Three (43), Block Fourteen (14), Levy Crossing, a subdivision in the City of Killeen, Bell County, Texas, according to the map or plat thereof recorded under Instrument Number 2022041578, Official Records, Bell County, Texas.

Lots One (1) through Seventeen (17), Block Fifteen (15), Levy Crossing, a subdivision in the City of Killeen, Bell County, Texas, according to the map or plat thereof recorded under Instrument Number 2022041578, Official Records, Bell County, Texas.

Lots One (1) through Twenty-One (21), Block Sixteen (16), Levy Crossing, a subdivision in the City of Killeen, Bell County, Texas, according to the map or plat thereof recorded under Instrument Number 2022041578, Official Records, Bell County, Texas.

Lots One (1) through Six (6), Block Seventeen (17), Levy Crossing, a subdivision in the City of Killeen, Bell County, Texas, according to the map or plat thereof recorded under Instrument Number 2022041578, Official Records, Bell County, Texas.

Lots One (1) through Six (6), Block Eighteen (18), Levy Crossing, a subdivision in the City of Killeen, Bell County, Texas, according to the map or plat thereof recorded under Instrument Number 2022041578, Official Records, Bell County, Texas.

Lots One (1) through Sixteen (16), Block Nineteen (19), Levy Crossing, a subdivision in the City of Killeen, Bell County, Texas, according to the map or plat thereof recorded under Instrument Number 2022041578, Official Records, Bell County, Texas.

Tract A, Drainage Easement / Green Space (2.780 acres), Levy Crossing, a subdivision in the City of Killeen, Bell County, Texas, according to the map or plat thereof recorded under Instrument Number 2022041578, Official Records, Bell County, Texas.

Tract B, Drainage Easement / Green Space (12.017 acres), Levy Crossing, a subdivision in the City of Killeen, Bell County, Texas, according to the map or plat thereof recorded under Instrument Number 2022041578, Official Records, Bell County, Texas.

Bell County
Shelley Coston
County Clerk
Belton, Texas 76513

Instrument Number: 2022051548
As
RESTRICTIONS

Recorded On: August 15, 2022
Parties: RANIER & SON DEVELOPMENT COMPANY LLC
To LEVY CROSSING SUBDIVISION
Comment:

Billable Pages: 26
Number of Pages: 27

(Parties listed above are for Clerks' reference only)

**** Examined and Charged as Follows ****

CLERKS RMF:		$5.00
COURT HOUSE SECURITY:		$1.00
RECORDING:		$105.00
	Total Fees:	$111.00

********** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT **********

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information

Instrument Number:	2022051548
Receipt Number:	299059
Recorded Date/Time:	08/15/2022 10:49:18 AM
User / Station:	busbyas - BCCCD0735

Record and Return To:

BRYAN HANNA
WEST WEBB ALLBRITTON & GENTRY
1515 EMERALD PLAZA
COLLEGE STATION, TX 77845

THE STATE OF TEXAS * BELL COUNTY *

I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Real Property Records in Bell County, Texas

Shelley Coston
Bell County Clerk

Shelley Coston