DECLARATION OF RESTRICTIVE COVENANTS FOR TRAVIS ESTATES, A SUBDIVISION IN FALLS COUNTY, TEXAS

STATE OF TEXAS

COUNTY OF FALLS

But For, LLC, a Texas limited liability company (Declarant), the sole owner of the all of the lots shown on the plat of Travis Estates which is filed in Volume 428, Page 403 (Document Number 00014151) of the Deed Records of Falls County, Texas, to which map or plat reference is here made for further description, being a subdivision in Falls County, Texas, of 26.01 acres, out of the George W. Boykin Survey, Abstract No. 109, in Falls County, Texas, in consideration of the mutual benefits which will accrue to the owners of lots in said subdivision hereby adopts the following restrictions for the development of said subdivision, which restrictions will be binding upon each respective successor in title to each lot in Travis Estates, and shall be binding on all parties and persons having or claiming any right, title or interest in said lands.

1. Designation of Use. All lots shall be used for single family residential purposes with not more than one residence on any lot. No structure of a temporary character, trailer, mobile home, manufactured home, pre-fab home, modular home, industrialized home, basement, tent, shack, garage, barn or other outbuilding shall be used on the property at any time as residence. No building or structure of any kind may be temporarily or permanently moved onto or placed on the property. No trade, profession, business or commercial purpose of any kind shall be carried on, within or on any of said lots, nor shall anything be done thereon which may create or become an annoyance or a nuisance to the neighborhood, nor shall storage tanks containing inflammable fluids or gases be maintained above the surface of the ground unless screened.

2. Re- subdivision. A lot shall not be divided or re-subdivided or cut into smaller parcels or tracts. Only one single family dwelling shall be erected on the property along with one detached building.

3. Architectural Control Committee (ACC). No buildings or improvements of any character shall be erected or begun, or changes made in the design thereof after original construction, on any lot until the construction plans, specifications, exterior color and material schedules, and a plot plan showing the location of the structure or improvements has been submitted to and approved by the Architectural Control Committee. A majority of the committee may designate a representative of the committee to act for it. In the event of death or resignation

of any member of the ACC, the remaining board members shall have full authority to designate a successor. Neither the members of the ACC, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

Any request and approval or disapproval of the ACC as required in these covenants, shall be in writing. In the event the ACC or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

The Architectural Control Committee shall consist of three members. The initial members are:

Name:	Christopher J. Butler
Address:	P.O. Box 2421
	Harker Heights, TX 76570
Telephone:	254-681-4663

Name:	Catherine Halfmann
Address:	P.O. Box 189
	Rosebud, TX 76570
Telephone:	254-760-1493
Email:	halfmannrealestate@gmail.com

Name:	Kyle Halfmann
Address:	P.O. Box 189
	Rosebud, TX 76570
Telephone:	254-217-0369

4. Size and Construction of Dwellings and Garages. Residences shall contain not less than 1,700 square feet of living area. Such single-family dwelling shall not exceed two stories in height and if such structure includes a carport or garage, the carport or garage shall not face toward or be open toward the front of lot. Residences shall contain a maximum of a four car garage and minimum of a two car garage.

   Roofs of units shall be built only with compositions dimensional shingles {30 year minimum} or approved colored metal, and must have a minimum pitch of 6/12.

   All solar panels or other solar collection devices must be constructed as an integral part of the architectural design of any unit and the design and installation thereof is subject to the approval of the ACC. The ACC may further approve solar panels or other solar collection devices to be added to any unit if the same are screened from the view of any and all streets

in the subdivision or if incorporated into the architectural design of the unit. Exceptions to this rule may be granted on an individual basis by the ACC.

Construction of new buildings and improvements only shall be allowed, and new construction is limited to structures of not less than 100% masonry, masonry veneer, rock veneer, stucco, or other cementitious material. Stucco must be the 2-step stucco or the EIFS stucco.

Any detached building, garage, carport, shed or structure or addition to the residence must be of all new material and must be of equal construction and architectural design as the residence. Any variation from this restriction must have prior written approval of the ACC.

No window, roof or wall type air conditioner that is visible from any public street shall be used, placed or maintained on or in any unit.

5. Building Location. No building may be located on any lot nearer than 30 feet to the front lot line, 20 feet to the rear lot line or 20 feet of the side street line, or 20 feet to an interior side lot line. Variations from these requirements may be granted in individual cases where tract size or topography make these requirements impractical but any such variation must have the prior written approval of the ACC.

6. Building Completion. Any dwelling or other structure commenced on the subject property shall be completed with diligence and in all events shall be completed as to its exterior within six months from the commencement of construction. No building material of any kind shall be placed or stored on the subject property until the owner is ready to commence construction.

7. Driveways. All residences shall be constructed with a driveway of concrete, asphalt, or other impervious material at least 18 feet in width running from the street to the improvements. No owner may block any drainage ditch (including road ditches). **A concrete apron must be attached to curb**. Sloped ends on culverts must be constructed on Lots 1 through 8, inclusive.

8. Maintenance. The residence, other buildings, and fencing must be kept in good state of repair and must be painted when necessary to preserve the attractiveness thereof.

9. Rubbish, Junk, and Debris. No part of the property shall ever be used for outside, unenclosed storage of any nature or be used or maintained as dumping ground for rubbish or debris or junk or ashes. Trash, garbage and other waste shall not be permitted expect in sanitary containers. All incinerators or cans or other equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition and behind tract improvements so that they are not readily visible from the street. The property shall be

properly maintained and kept free and clear of weeds and tall grass. No motor vehicle of any type shall be constructed or repaired on or in front of any lot in such manner as to be visible from the street or neighboring property.

10. External Structures. None of the following shall be constructed on any tract: commercial antenna, commercial windmills to generate electricity (one residential wind generator per house is allowed), lighted towers, roadway lights, or any structure taller than fifty (50) feet.

11. Storage of Automobiles, Boats, Trailers, and Other Vehicles. Trucks with tonnage in excess of one (1) ton shall not be permitted to park on driveways or lots overnight, and no vehicle of any size which transports hazardous cargo may be kept in the subdivision at any time. No commercial type vehicles or equipment may be kept outside in this subdivision except during actual construction of buildings being built in conformance with the requirements hereof or during land clearing or leveling operations. Overnight outside parking or storage is limited to a maximum of two passenger-type vehicles and one boat, and all others shall be parked inside a garage or carport. One travel trailer or motor home may be kept on each lot to the rear of the house not visible from the street, but may not be connected to utilities or occupied as a residence, either temporarily or permanently.

12. Cleanliness. No trash, ashes or any other refuse may be thrown or dumped on any vacant lot, park or drainage area in the subdivision, and no inoperable automobiles, appliances, discarded furniture, or similar types of articles shall be stored or kept on any lot.

13. Livestock. Household pets and livestock may be kept on the property to the extent of up to one head per 3/4 acre unit, provided that they are not kept, bred or maintained for any commercial purpose (such as a feedlot) and so long as the property is maintained in a sanitary condition...Swine are specifically not allowed. Noxious fumes, odors, or loud noises shall not be allowed. Each owner shall be fully responsible for restraining all pets and livestock within owner's property. Any tract containing livestock must be fenced, with the livestock fence at least 15 feet from any property line. No wild or dangerous animals may be kept on the premises. No animals or livestock of any kind may be kept on any tract until a permanent residence is constructed and completed. Dogs, cats, or other small animals maintained as family pets are not considered to be livestock, but shall be confined to the property of the owner or shall be restrained on a leash when off of the owner's property. Animals maintained as family pets shall be limited to not more than four per lot.

14. Nuisance. No noxious or offensive activities shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood or which is opposed to the purposes of these restrictions.

15. Fences. No fence or wall of any kind may be constructed unless the ACC in its discretion approves such fence or wall in writing prior to its erection. No fence behind the minimum setback line shall exceed a maximum of height of six feet. Front yard fences will not be permitted unless constructed of wrought iron, or similar open structure, as approved by the ACC. No wire fence of any type will be permitted, except small areas for common household pets and not visible from the street. **No wooden privacy fencing shall be allowed.** Privacy fencing must be of colored metal or masonry. All fencing must be. maintained, functional and of good appearance. Damaged fences must be promptly repaired or replaced.

16. Landscaping Planting of trees, grass, and landscaping in front and side yards must be completed immediately after final grading. For these purposes the front yard is considered to extend to concrete ribbon curb. Yards and landscaping must be mowed, watered, edged, and trimmed regularly, and kept free of weeds. All native areas must be approved by the ACC. Each front yard shall have a minimum of 3 canopy trees, with a minimum of 2" diameter trunk, and minimum of 6 feet in height, in order to create a tree lined street scape. Any dead or diseased trees must be promptly removed and replaced. The rear of the house and back of the lot may be left native grasses, but must be kept in a clean, mowed, and trimmed appearance.

17. Alterations. Each owner shall have the right to modify, alter, repair, decorate, redecorate, or improve such owner's unit or the exterior area of such owner's lot, provided that all such action is performed in a good and workmanlike manner that causes minimum inconvenience to other owners and does not constitute a nuisance. Notwithstanding the foregoing, the ACC may require any owner to remove or eliminate any object situated on such owner's lot that is visible from any common areas or from any other lot, if, in the ACC's sole judgement, such object detracts from the visual attractiveness of the subdivision.

18. Easements. No roads or easements shall be granted to the outside perimeter of the subdivision without prior written approval of the ACC.

19. Plumbing. All buildings shall be equipped with approved sanitary plumbing fixtures and plumbing installation meeting the requirements of the National Plumbing Code and shall have sewage disposal and water supply facilities meeting the requirement standard of the State of Texas and Falls County Department of Health. All septic or other sewage disposal system shall be engineered by a Registered Professional Engineer and installed in accordance with such engineering plans as to confine the disposal to the immediate are of the system.

20. Drainage. No building shall be constructed on the property until provisions have been made for drainage of significant amounts of surface water to off site, without drainage

across adjacent property. Drainage shall be into the street or road area or into natural drainage areas and such drainage shall be the responsibility of the property owner.

21. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

22. Enforcement. If the owners of any lot, or their heirs, executors, administrators, successors, assigns or tenants shall violate or attempt to violate any of the restrictions and/or covenants set forth in this declaration, it shall be lawful for the developer, or any owner, to prosecute any proceedings against the person or persons violation or attempting to violate any such restriction and/or covenant. The failure of the owner or tenant to perform his obligation hereunder would result in irreparable damage to developer and other owners of lots in the subdivision, thus the breach of any provision of this declaration may not only give rise to an action for damages, but also may be enjoined by an action for specific performance in equity in any court of competent jurisdiction. In the event enforcement actions are instituted and the enforcing party recovers, then in addition to the remedies specified above, the court costs and reasonable attorney's fees shall be assessed against the violator.

    Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or recover damages.

23. Amendments. Notwithstanding anything to the contrary contained in these restrictions, the ACC shall have and hereby reserves the right at any time, without the joinder or consent of any other party or entity, to amend these restrictions by an instrument in writing duly signed, acknowledged and filed for record in the Office of the County Clerk of Falls County, Texas so long as such amendment (in the sole discretion of the ACC) will not be inconsistent with the general overall plan for the development of the subdivision. Each owner hereby appoints the ACC as its attorney-in-fact for the purpose of effecting the provisions of this paragraph, and power coupled with an interest and is irrevocable.

24. In General.

    (a) In any provision of this Declaration, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Declaration, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this

Declaration; and each provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

(b) This Declaration shall be construed in accordance with the laws of the State of Texas. Venue for any action arising out of this Declaration shall sit in the state courts in Falls County, Texas.

(c) The Article and Section headings in this Declaration are for convenience only, shall in no way define or limit the scope of content of this Declaration, and shall not be considered in any construction or interpretation of this Declaration or any part hereof.

(d) Any notice relating to this Declaration shall be deemed properly given if delivered to the last known address of an Owner. Any party may give notice, in the matter provided herein, of an address for notice, which shall be binding upon such party until a contrary notice is given. Any notices hereunder shall be deemed to be properly delivered if (a) sent by U.S. Postal Service, postage prepaid, certified, return receipt requested, or (b) sent by nationally recognized, receipted, overnight delivery service. Declarant's address

(e) PO Box 2421_Harker Heights TX 76548

(f) It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes benefited hereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs and personal representatives.

(g) The grantee of any lot or any portion thereof, by acceptance of a deed conveying title hereto, whether from an original party or from a subsequent owner of such lot, shall accept restrictions and obligations contained herein. By such acceptance, any such grantee shall for itself and its successors, assigns, heirs and personal representatives, covenants, consent and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

(h) THE OWNERS AND THEIR TENANTS AND OCCUPANTS WAIVE JURY TRIAL FOR ALL MATTERS ARISING OUT OF OR IN CONNECTION WITH THIS DECLARATION.

25. Travis Estates Homeowners Association, Inc.

Section 24.1. Membership. The Declarant and every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot. Every member shall have the right at all reasonable times during business hours to inspect the books of the Association.

Section 24.2. Funding. Subject to the terms of this Section 24, the Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) monthly maintenance assessments or charges, and (2) special assessments for capital improvements, and (3) such other assessments to be established and collected as hereinafter provided. Such assessments will remain effective for the full term (and extended term, if applicable) of the within covenants. The assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the successors in title of such Owner unless expressly assumed by them.

Section 24.3. Assessment or Charge

a. Units Owned by Class A Members. Subject to the terms of this Article, each Lot is hereby subject to an initial maintenance charge of Two Hundred and No/100 dollars ($200.00) prorated per calendar year (until such maintenance charge shall be increased or decreased as provided in the Bylaws of the Association), for the purpose of creating a fund to be designated and known as the "Maintenance Fund", which maintenance charge and assessment will be paid by the Owner or Owners of each such Lot yearly in advance. Said rate may be adjusted from time to time by the Board of Directors as needs of the Association may, in the judgment of the Directors, require pursuant to the Bylaws. The assessment for each Lot shall be uniform except as provided in Subsection b of this Section 24.3. The Association shall, upon written demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether or not the assessment has been paid for the assessment period.

b. Units or Lots owned by Declarant. Notwithstanding the foregoing, the Declarant shall be exempt from the monthly maintenance assessment charged to Owners so long as there is a Class B membership as set forth in Section 24.7, and Declarant hereby covenants and agrees that, in the event that the annual maintenance funds revenues are insufficient to pay the operating expenses of the Association through and including December 31st, 2025, it shall provide the funds necessary to make up the deficit, within thirty (30) days of receipt of request for payment thereof from the Association, provided that if the deficit is the result of the failure or refusal of an Owner or Owners to pay their annual maintenance assessments, the Association shall diligently pursue all available remedies against such defaulting Owners, including the immediate institution of litigation to recover the unpaid assessments, and shall reimburse the Declarant the amounts, if any, so collected.

c. Purposes of Maintenance Fund. The Association shall establish a Maintenance Fund composed of Owners' maintenance assessments and shall use the proceeds of such fund in providing for normal, recurring maintenance charges for the Common Maintenance Areas for the use and benefit of all members of the Association. Such uses and benefits to be provided by the Association may include, by way of clarification, and not limitation, any and all of the following: normal, recurring maintenance of the Common Maintenance Area (including, but not limited to, mowing, edging, watering, clipping, sweeping, pruning, raking, and otherwise caring for existing landscaping, the maintenance, repair and care any other improvements to such Common Maintenance Areas, such as sprinkler systems), provided that the Association shall have no obligation (except as expressly provided hereinafter) to make capital improvements to the Common Maintenance Areas; payment of all legal and other expenses incurred in connection with the enforcement of all recorded covenants, restrictions and conditions affecting the property to which the Maintenance Fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessments; employment of policeman and watchmen, if any; purchasing, renewing and maintaining adequate liability insurance to protect the Association from claims, lawsuits, damages from accidents and incidents occurring on any Common Maintenance Area and doing any other thing or things necessary or desirable in the opinion of the of the Board of Directors of the Association to keep the Property neat and in good order and to protect the interests of the Association, which is considered of general benefit to the Owners or occupants of the Property, it being understood that the judgment of the Board of Directors in the expenditure of said funds and the determination of what constitutes normal recurring maintenance or adequate protection shall be final and conclusive so long as such judgment is exercised in good faith. The Association shall, in addition, establish and maintain adequate reserve funds for the periodic maintenance, repair and replacement of improvements to the Common Maintenance Area. The fund shall be established and maintained out of the maintenance assessments.

Section 24.4. Special Assessments for Working Capital Fund, Nonrecurring Maintenance and Capital Improvements. In addition to the maintenance assessments authorized above, the Association may levy special assessments as follows:

a. Upon the sale of a Lot by a Class A Member, a special assessment equal to $100.00 may be assessed to the new Owner which shall be due and payable upon conveyance of the Lot to the new Owner by a Class A Member.

b. In any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any nonrecurring maintenance, or the acquisition, construction, reconstruction, repair or replacement of a capital improvement upon any Common Maintenance Area, including fixtures and personal property related thereto, may be assessed. The Association shall not commingle the proceeds of such special assessments with the Maintenance Fund. Such proceeds shall be

used solely and exclusively to fund the nonrecurring maintenance or improvements in question.

c. Special assessments, other than those stated in subsections (a) and (b) of this Section 24.4, shall not be effective unless approved by a vote of fifty one percent [51%] of each class of member. The assessments stated in subsection (a) above may be increased by a majority vote of the Directors to not more than 110% of the prior year's assessment.

Section 24.5. Non-payment of Assessments: Any assessment not paid within ten (10) days after the due date shall bear interest from the due date at the lessor of (i) eighteen (18%) per annum, or (ii) the highest rate of interest allowed by Texas law from time to time. The Association shall have the authority to impose late charges to compensate for the administrative and processing costs of late payments on such terms as it may establish by duly adopted resolution of the Board and the Association may bring an action at law against the Owner personally obligated to pay the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Maintenance Areas or abandonment of his property.

Section 24.6 Subordinated Lien to Secure Payment. To secure the payment of the maintenance charge and assessments established hereby and to be levied on individual Lots as above provided, there is hereby reserved a lien for the benefit of the Association, said lien to be enforceable through appropriate proceedings at law or in equity; provided, however, that each such lien shall be specifically made secondary, subordinate, and inferior to all liens, present and future, given granted, and created by or at the instance and request of the Owner of any such Lot; and further provided that as a condition precedent to any proceeding to enforce such lien upon any Lot upon which there is an outstanding valid and subsisting lien, the Association shall give the holder of such mortgage lien sixty (60) days written notice of such proposed action, such notice to be sent to such mortgage lienholder by prepaid U S registered or certified mail, to contain the statement of the delinquent maintenance charges and assessments upon which the proposed action is based. Upon the request of any such mortgage lienholder, the Association shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such mortgage lien to the holder thereof. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale, foreclosure or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof. The Association shall have the right to file notices of liens in favor of such Association in the Real Property Records of Falls County, Texas, in accordance with applicable law.

Section 24.7. Voting Rights. The Association shall have two classes of voting membership:

a. Class A. Class A members shall be all Owners with the exception of Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members, but the vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one (1) vote be cast with respect to any Lot.

b. Class B. The Class B members shall be the Declarant who shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership one hundred twenty (120) days after the conveyance of the Lot which causes the total votes outstanding in the Class A membership to equal the total votes outstanding in the Class B membership, or three (3) years after conveyance of the first Lot to a Class A Member, whichever occurs earlier. Class B membership shall be reinstated at any time before the expiration of three (3) years from the date of conveyance of the first Lot if additional Lots owned by a Class B member are annexed into the Association in sufficient numbers to restore a ratio of at least one Class B Lot to each three Class A Lots in the overall area subject to the Association.

c. Suspension. All voting rights of an Owner shall be suspended during any period in which such Owner is delinquent in the payment of any assessment duly established pursuant to this Article III or is otherwise in default hereunder or under the Bylaws or Rules and Regulations of the Association.

Section 24.8. Notice and Quorum. Written notice of any meeting called for the purpose of taking any action authorized herein or in the Bylaws shall be sent to all members, or delivered to their residences, not less than thirty (30) days nor more than sixty (60) says in advance of the meeting. At any such meeting called, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement provided that the quorum requirement for such subsequent meeting shall be one-half (½) of the quorum requirement for the previous meeting. The Association may call as many subsequent meetings as may be required to achieve a quorum. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

26. General Powers and Duties of Board of Directors of the Association

Section 25.1. Purpose of Maintenance Fund. The Board, for the benefit of the Owners, shall provide and shall pay for out of the Maintenance Fund provided for in Section 24 above the following:

a. Taxes and assessments and other liens and encumbrances which shall properly be assessed or charged against the Common Areas rather than against the

individual Owners, if any.

b. Care and preservation of the Common Maintenance Area.

c. The services of a professional person or management firm to manage the Association or any separate portion thereof to the extent deemed advisable by the Board, (provided that any contract for management of the Association shall be terminable by the Association, with no penalty upon sixty (60) days prior written notice to the managing party) and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager.

d. Legal and accounting services.

e. A policy or policies of insurance insuring the Association against any liability to the public or to the Owners (and/or invitees or tenants) incident to the operation of the Association in any amount or amounts as determined by the Board of Directors, including a policy or policies of insurance as provided herein in Section 24.

f. Workers compensation insurance to the extent necessary to comply with any applicable laws.

g. Such fidelity bonds as may be required by the Bylaws or as the Board may determine to be advisable.

h. Any other materials, supplies, insurance, labor, services, maintenance, repairs, structural alterations, taxes or assessments (including taxes or assessments assessed against an individual Owner) which the Board is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the enforcement of this Declaration.

Section 25.2. Powers and Duties of Board. The Board, for the benefit of the Owners, shall have the following general powers and duties, in addition to the specific powers and duties provided for herein and in the Bylaws of the Association:

a. To execute all declarations of ownership for tax assessment purposes with regard to the Common Areas, if any, on behalf of all Owners.

b. To borrow funds to pay costs of operation, improvements, and expansions of the Common Area secured by an assignment or pledge of assessments or the Common Areas, if such action is approved by a majority of each class of members.

c. To enter into contracts, maintain one or more bank accounts, and generally to have all the power necessary or incidental to the operation and management of the Association.

d. To protect or defend the Common Areas from loss or damage by suit or otherwise and to provide adequate reserves for replacements.

e. To make reasonable Rules and Regulations for the operation of the Common Maintenance Areas and to amend them from time to time; provided that, any rule or regulation may be amended or repealed by an instrument in writing signed by a majority of the Owners, or with respect to a rule applicable to less than all of the Common Areas, by the Owners in the portions affected.

f. To make available for inspection by Owners within sixty (60) days after the end of each year an annual report and to make all books and records of the Association available for inspection by Owners at reasonable times and intervals.

g. To adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property, and if proceeds are insufficient to repair damage or replace lost property, to assess the Owners in proportionate amounts to cover the deficiency.

h. To enforce the provisions of any Rules and Regulations made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.

i. To collect all assessments and enforce all penalties for non-payment including the filing of liens and institution of legal proceedings.

Section 25.3. Board Powers Exclusive. The Board shall have the exclusive right on behalf of the Owners to contract for all goods, services and insurance, payment of which is to be made from the Maintenance Fund and the exclusive rights and obligation to perform the functions of the Board except as otherwise provided herein.

Section 25.4. Maintenance Contracts. The Board, on behalf of the Association, shall have full power and authority to contract with an Owner or other person or entity for performance by the Association of services which the Board is required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.

Section 26. Title To Common Areas

Section 26.1. The Association shall own all Common Areas, which currently consist of the roadway named Cougar Lane and Tract A as shown on the plat of the subdivision in fee simple and assume all maintenance obligations with respect to any Common Areas which may be hereafter established. Nothing herein prevents Declarant from owning property in its own name that may be used by members of the Association or others.

Section 2.2. Liability Insurance. From and after the date on which title to any Common Area vests in the Association, the Association shall purchase and carry a general comprehensive public liability insurance policy for the benefit of the Association and its members, covering occurrences on the Common Areas. The policy limits shall be as determined by the Board of the Association. The Association shall use its best efforts to see that such policy shall contain, if available, cross-liability endorsements or other appropriate provisions for the benefit of members, Directors, and the management company retained by the Association (if any), insuring each against liability to each other insured as well as third parties. Any proceeds of insurance policies owned by the Association shall be received, held in a segregated account and distributed to the Association's general operating account, members, Directors, the management company and other insureds, as their interests may be determined.

Section 26.3. Condemnation. In the event of condemnation or a sale in lieu thereof of all or any portion of the Common Areas, the funds payable with respect thereto shall be payable to the Association and shall be used by the Association to purchase additional Common Areas to replace that which has been condemned or to take whatever steps it deems reasonably necessary to repair or correct any damage suffered as a result of the condemnation. In the event that the Board of the Association determines that the funds cannot be used in such a manner due to the lack of available land for additional Common Areas or for whatever reason, any remaining funds may be distributed to each Owner on a pro rata basis.

BUT FOR, LLC, a Texas limited liability company

By: _____
CHRISTOPHER J. BUTLER, President

STATE OF TEXAS

COUNTY OF Falls

This instrument was acknowledged before me on April 22, 2025 by Christopher J. Bulter, as the President of But For, LLC, a Texas limited liability company, on behalf of said company.

[SEAL]

Notary Public, State of Texas
My commission expires: _____

AUTUMN BAZILIUS
Notary Public, State of Texas
Comm. Expires 05-17-2025
Notary ID 13113565-3

Bylaws of
Travis Estates Homeowner's Association, Inc.

Basic Information

Property Owners Association:	Travis Estates Homeowner's Association, established by the certificate of formation filed with the secretary of state of Texas on _January 30, 2024_ under file number _ _805405164_____.
Principal Office:	_Accent Real Estate Services_____ _2400 South 57th St, Temple, Tx 76504_____ The Property Owners Association may have other offices.
Declaration:	The Declaration of Restrictive Covenants of the Travis Estates Subdivision, recorded in the real property records of Falls County, Texas.
Definitions:	Capitalized terms used but not defined herein have the meaning set forth in the Declaration.
Voting Members:	Members entitled to vote or their proxies.

A. Members

A.1. Membership. Every Owner is a Member of the Property Owners Association. Membership is appurtenant to and may not be separated from ownership of a Lot. The Property Owners Association has two classes of voting Members:

A.1.a. Class A. Class A Members are all Owners, other than Declarant. Class A Members have one vote per Lot. When more than one person is an Owner, each is a Class A Member, but only one vote may be cast for a Lot.

A.1.b. Class B. The Class B Member is Declarant and has three (3) votes for each Lot owned. The Class B membership ceases and converts to Class A membership on the earlier of-

i. when the Class A Members' votes exceed the total of Class B Member's votes; or

ii. the date specified in the Declaration.

A.2. Place of Meeting. Members meetings will be held at the Property Owners Association's Principal Office or at another place designated by the Board.

A.3. Annual Meetings. The first Members meeting will be held within ___Twelve {12} months after the formation of the Property Owners Association. Subsequent regular annual Members meetings will be determined by the board of directors. The board may notify the owners In one or more of the following ways.

By mail not less than 10 days nor more than 60 days In advance.

By posting notice on associations website and email 144 hours In advance.

By posting notice In common areas 144 hours In advance.

Special meetings may be called with only 72 hours advance notice.

A.4. Special Meetings. The president may call special meetings. The president must call a special meeting if directed by the Board or by a petition signed by fifty-one (51%) percent of the Class A Voting Members.

A.5. Notice of Meetings, Election, and Vote. , For voting not at a meeting, notice must be given not later than the twentieth day before the latest day on which a ballot may be submitted to be counted. The special Members meeting notices must also state the meeting's purpose, and no business may be conducted except as stated in the notice. Notice to a Member must state the purpose of an association-wide election or vote and is deemed given when hand delivered or mailed. If mailed, notice is deemed given (whether actually received or not) when deposited with the United States Postal Service, postage prepaid. HOA members should notify association what form of communication they prefer.

HOA members have a right to vote on certain association matters, Including election of officers and adoption of amendments or covenants. Voting generally occurs at member meetings which must be held at least annually.

It Is owners responsibility and obligation to provide association with their current mailing address and or email address and promptly notify the association of any changes to either. Unless or until the association Is notified the owners street address will be assumed to be their mailing address. All notices will be mailed to the owners last known mailing address. The association has the right but not the obligation to conduct a title search or other means to determine owners current address. The failure of an owner to receive notices In no way waives or negates the owners obligation to pay any assessments or fees authorizes by this declaration or state law.

A.6. Waiver of Notice. A Member may, in writing, waive notice of a meeting. Attendance at a meeting is a waiver of notice of the meeting, unless the Member objects to lack of notice when the meeting is called to order.

A.7. Quorum. A majority of the Voting Members is a quorum. If a Members meeting cannot be held because a quorum is not present, either in person, by proxy, by absentee ballot, or by electronic ballot, a majority of the Voting Members who are present may adjourn the meeting. At the reconvened meeting, sixty (60) percent of the Voting Members is a quorum. If a quorum is not present, a majority of the Voting Members who are present may adjourn the meeting. At the second reconvened meeting, a majority of the Board is a quorum. Written notice of the place, date, and hour of each reconvened meeting must be given to each Member not more than thirty (30) nor less than ten (10) days before the reconvened meeting.

A.8. Majority Vote. Voting by Members may be at a meeting or outside of a meeting. Voting must be as required by law. Votes representing more than 50 percent of the Voting Members present at a meeting at which a quorum is present are a majority vote.

A.9. Voting Methods. Voting Members may, at the option of the Board, vote in person, by proxy, by absentee ballot, by electronic ballot, or by any other process approved by the Board. A Member must be allowed to vote by absentee ballot or proxy, but the Board is not required to provide a Member with more than one voting method.

A.10. Conduct of Meetings. The president will preside over Members meetings. The secretary will keep minutes of the meetings and will record in a minutes book the votes of the members.

B. Board

Each member of the board must take the 1 hour certification class from the Tx Attorney General for Texas open meetings and certificate be permanently placed on HOA files for future defense.

B.1. Governing Body; Composition. The affairs of the Property Owners Association are governed by the Board. Each director has one vote. The initial Board is composed of the directors appointed in the certificate of formation. Each director must be a Member or, in the case of an entity Member, a person designated in writing to the secretary.

B.2. Qualifications.

B.2.a. Member. Each director must be a Member or, in the case of an entity

Member, a person designated in writing by either proxy or a resolution to the secretary of the Property Owners Association.

B.2.b. Felony or Crime Involving Moral Turpitude. If the Board is presented with written, documented evidence from a database or other record maintained by a governmental law enforcement authority that a director was convicted of a felony or crime involving moral turpitude not more than twenty years before the date the Board is presented with the evidence, that director is immediately ineligible to serve on the Board, automatically considered removed from the Board, and prohibited from future service on the Board.

B.2.c. Cohabitation of Directors. A Member may not serve on the Board if the Member cohabits at the same primary residence with a director. This section does not apply during the Property Owners Association's development period to affect the eligibility to serve on the Board of:

i. a Member who cohabits with a developer or Declarant of the Subdivision; or
ii. the developer or Declarant.

B.3. Number of Directors. The Board consists of not less than three nor more than ten (10) directors. Within those limits, the Board may change the number of directors. No decrease may shorten the term of a director.

B.4. Term of Office. The initial directors serve until the first annual meeting of Members. The terms of directors will be staggered. At least one-third of the Board will be elected each year. The initial Board will determine the initial term, not to exceed three years, of each director. At the expiration of the initial term of a director, each successor will have a term of two (2) years. Directors may serve consecutive terms.

B.5. Election. At the first annual meeting of Members, the Voting Members will elect directors to succeed the initial directors. At subsequent annual Members meetings, successors for each director whose term is expiring will be elected. Cumulative voting is prohibited. The candidate or candidates receiving the most votes will be elected. The directors elected by the Voting Members will hold office until their respective successors have been elected.

B.6. Removal of Directors and Vacancies

B.6.a. Removal by Members. Any director may be removed, with or without

cause, by a majority of the Voting Members. Any director whose removal is sought will be given notice of the proposed removal.

B.6.b. Removal by Board. Any director may be removed at a Board meeting if the director-

i. failed to attend three (3) consecutive Board meetings; or
ii. failed to attend thirty (30%) percent of Board meetings within one year.

B.6.c. Vacancies. A director's position becomes vacant if the director dies, becomes incapacitated, resigns, or is no longer a Member.

B.6.d. Successors. If a director is removed or a vacancy exists, a successor will be elected by the remaining directors for the remainder of the term.

B.7. Compensation. Directors will not receive compensation. A director may be reimbursed for expenses approved by the Board.

B.8. Powers. The Board has all powers necessary to administer the Property Owners Association's affairs.

B.9. Management. The Board may employ a managing agent. Declarant, or an affiliate of Declarant, may be the managing agent.

B.10. Accounts and Reports. Accounting and controls must conform to good accounting practices. Accounts will not be commingled with accounts of other persons. The following financial reports will be prepared at least annually:

B.10.a. An income statement reflecting all income and expense activity for the preceding period.

B.10.b. A statement reflecting all cash receipts and disbursements for the preceding period.

B.10.c. A variance report reflecting the status of all accounts in an "actual" versus "approved" budget format.

B.10.d. A balance sheet as of the last day of the preceding period.

B.10.e. A delinquency report listing all Owners who are delinquent by more than sixty (60) days in paying any Assessment and describing the status of any action to collect those delinquent Assessments.

B.11. Borrowing. The Board may borrow money to maintain, repair, or restore the Common Area without the approval of the Members. If approved in advance by the Members in the same manner as approving a Special Assessment, the Board may borrow money for any other purpose.

B.12. Rights of Association. With respect to the Common Area, and in accordance with the Declaration, the Property Owners Association will have the right to contract with any person for the performance of various duties and functions. Such agreements require the approval of the Board.

B.13. Enforcement Procedures

B.13.a. Notice. Before the Board may (i) suspend an Owner's right to use a Common Area, (ii) file a suit against an Owner other than a suit to collect any Assessment, (iii) foreclose the Property Owners Association's lien, (iv) charge an Owner for property damage, (v) levy a fine for a violation of the Dedicatory Instruments, or (vi) report any delinquency of an owner to a credit reporting service, the Property Owners Association or its agent must give written notice to the Owner as required or permitted by law. The notice must describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the Property Owners Association from the Owner. The notice must also (i) inform the Owner that if the violation is curable and does not pose a threat to public health or safety, which means it could not materially affect the health or safety of an ordinary resident, the Owner is entitled to a reasonable period to cure the violation and avoid the fine or suspension unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months; (ii) indicate that the Owner may request a hearing in accordance with Texas Property Code section 209.007 on or before the thirtieth day after the date the notice was mailed to the Owner, (iii) state that the Owner may have special rights if the Owner is serving on active military duty, and (iv) state the date by which the Owner must cure a curable violation that does not pose a threat to public health and safety.

B.13.b. Hearing. If the Owner is entitled to an opportunity to cure the violation, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before the Board.

The Property Owners Association must hold a hearing under this section not later than the thirtieth day after the date the Board receives the Owner's request for a hearing and must notify the Owner of the date, time, and place of the hearing not later than the tenth day before the date of the hearing. The Board or the Owner may request a postponement, and, if requested, a postponement will be granted for a period of not more than ten days. Additional postponements may be granted by agreement of the parties. The Owner or the Property Owners Association may make an audio recording of the meeting.

The hearing will be held in executive session affording the alleged violator a reasonable opportunity to be heard. Before any sanction hereunder becomes effective, proof of proper notice will be placed in the minutes of the meeting. Such proof will be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered the notice. The notice requirement will be satisfied if the alleged violator appears at the meeting. The minutes of the meeting will contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board may, but will not be obligated to, suspend any proposed sanction if the violation is cured within a thirty (30)-day period. Such suspension will not constitute a waiver of the right to sanction violations of the same or other provisions and rules by any person.

B.13.c. Appeal. Following hearing before the Board, the violator will have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the managing agent, if any, president, or secretary within ten (10) days after the hearing date.

B.13.d. Changes in Law. The Board may change the enforcement procedures set out in this section to comply with changes in law.

C. Board Meetings

C.1. Meetings. Except as permitted by law, all regular and special meetings of the Board must be open to the Owners. Except for a meeting held by electronic or telephonic means, a Board meeting must he held in a county in which all or part of the property in the subdivision is located or in a county adjacent to that county. A board meeting may be held by electronic or telephonic means, provided all Owners and Board Members have access to the communication at the meeting as required by law.

C.2. Notice. Owners and Board Members must be given notice of the date, hour, place, and general subject of a regular or special Board meeting, including a

general description of any matter to be brought up for deliberation in executive session. Notice must be given as required by law.

C.3. Waiver of Notice. The actions of the Board at any meeting are valid if (a) a quorum is present and (b) either proper notice of the meeting was given to each director or a written waiver of notice is given by any director who did not receive proper notice of the meeting. Proper notice of a meeting will be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of proper notice.

C.4. Quorum of Board. At all meetings, a majority of the Board will constitute a quorum, and the votes of a majority of the directors present at a meeting at which a quorum is present constitutes the decision of the Board. If the Board cannot act because a quorum is not present, a majority of the directors who are present may adjourn the meeting to a date not less than ten (10) nor more than twenty (20) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business that may have been transacted at the meeting originally called may be transacted without further notice.

C.5. Conduct of Meetings. The president will preside at Board meetings. From time to time the president may be absent or step down to champion or present a motion. The chair does not take sides and passes the gavel [as chair] when speaking to a position or speaking to a matter, The secretary will keep minutes of the meetings and will record in a minute book the votes of the directors. The Board meeting will be conducted as required by law.

C.6. Proxies. Directors may vote by written proxy.

D. Officers

D.1. Officers. The officers of the Property Owners Association are a president, vice president, secretary, and treasurer, to be elected from the Members. The Board may appoint other officers having the authority and duties prescribed by the Board. Any two or more offices may be held by the same person, except the offices of president and secretary.

D.2. Election, Term of Office, and Vacancies. Officers will be elected annually by the Board at the first meeting of the Board following each annual meeting of the Voting Members. A vacancy in any office may be filled by the Board for the unexpired portion of the term.

D.3. Removal. The Board may remove any officer whenever, in the Board's judgment, the interests of the Property Owners Association will be served thereby.

D.4. Powers and Duties. Officers have such powers and duties as are generally associated with their respective offices and as may be specifically conferred by the Board. The president is the chief executive officer of the Property Owners Association. The treasurer has primary responsibility for the preparation of the budget and financial reports and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

D.5. Resignation. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Resignation takes effect on the date of the receipt of the notice or at any later time specified in the notice.

E. Committees

The Board may establish committees by resolution and authorize the committees to perform the duties described in the resolution.

F. Miscellaneous

F.1. Fiscal Year. The Board may establish the Property Owners Association's fiscal year by resolution. In the absence of a Board resolution determining otherwise, the Property Owners Association's fiscal year is a calendar year.

F.2. Rules for Meeting. The Board may adopt rules for the conduct of meetings of Members, Board, and committees.

F.3. Conflict. The Declaration controls over these Bylaws.

F.4. Inspection of Books and Records

F.4.a. Inspection by Member. After a written request to the Property Owners Association, a Member may examine and copy, in person or by agent, any Property Owners Association books and records relevant to that purpose. The Board may establish rules concerning the (i) written request; (ii) hours, days of the week, and place; and (iii) payment of costs related to a Member's inspection and copying of books and records.

F.4.b. Inspection by Director. A director has the right, at any reasonable time, and at the Property Owners Association's expense, to (i) examine and copy the Property Owners Association's books and records at the Property Owners Association's Principal Office and (ii) inspect the Property Owners Association's properties.

F.5. Notices. Any notice required or permitted by the Dedicatory Instruments must be in writing. Notices regarding enforcement actions must be given as required or as permitted by law. All other notices may be given by regular mail. Notice by mail is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed to (a) a Member at the Member's last known address according to the Property Owners Association's records; and (b) the Property Owners Association, the Board, or a managing agent at the Property Owners Association's Principal Office or another address designated in a notice to the Members. Unless otherwise required by law or the Dedicatory Instruments, actual notice, however delivered, is sufficient.

F.6. Amendment. These Bylaws may be amended at any time by the vote of sixty (60%) percent of the Voting Members in the Property Owners Association. This provision will not be construed as limiting the Board's power to amend the enforcement procedures to comply with changes in law.

TRAVIS ESTATES HOMEOWNER'S ASSOCIATION, a Texas nonprofit corporation,

Christopher J Butler

_____, _____

STATE OF TEXAS)

COUNTY OF Falls)

This instrument was acknowledged before me on April 22, 2025, by Christopher Butler, of Travis Estates Homeowner's Association, a Texas nonprofit corporation, on behalf of said nonprofit corporation.

AUTUMN BAZILIUS
Notary Public, State of Texas
Comm. Expires 05-17-2025
Notary ID 13113565-3

_____
Notary Public, State of Texas

STATE OF TEXAS COUNTY OF FALLS
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page in Official Public Records of Falls County
Falls County May 27, 2025 at 01:40P