



**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
NOLINA
(RESIDENTIAL PROPERTY)**

After Recording Return To:

Lisa L. Gambrell
Isabella L. Vickers
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Blvd., 57th Floor
Houston, Texas 77056

Copyright © 2023 by Roberts Markel Weinberg Butler Hailey PC, all rights reserved. This Declaration may be used only in connection with the Nolina residential development and the operation of the Nolina Residential Association, Inc.

TABLE OF CONTENTS

ARTICLE I.	DEFINITION OF TERMS	6
ARTICLE II.	PURPOSE AND INTENT	10
ARTICLE III.	PROPERTY SUBJECT TO RESTRICTIONS.....	10
A.	PROPERTY INITIALLY ENCUMBERED.....	10
B.	ANNEXATION OF ADDITIONAL PROPERTY.....	10
C.	DEANNEXATION OF PROPERTY.....	10
ARTICLE IV.	ASSOCIATION MEMBERSHIP, VOTING RIGHTS, AND BOARD OF DIRECTORS.....	11
A.	ELIGIBILITY.....	11
B.	MEMBERSHIP	11
C.	VOTING RIGHTS	11
D.	VOTING PROCEDURES	12
E.	RIGHT TO APPOINT AND ELECT BOARD OF DIRECTORS.....	13
ARTICLE V.	EFFECTIVE DATE OF DECLARATION.....	13
ARTICLE VI.	USE RESTRICTIONS.....	13
A.	SINGLE FAMILY RESIDENTIAL USE PERMITTED; LEASING	13
B.	NON-PERMITTED USES.....	15
C.	ANIMALS AND PETS	16
D.	ANTENNAS	16
E.	BASKETBALL GOALS AND BACKBOARDS	17
F.	DRILLING	17
G.	EXTERIOR SEASONAL DECORATIONS	17
H.	FLAGS AND FLAGPOLES	17
I.	GENERAL NUISANCES	18
J.	GENERATORS	19
K.	MONUMENTS AND FENCES.....	19
L.	OUTBUILDINGS.....	21
M.	OUTSIDE STORAGE AND TRASH COLLECTION	21
N.	PARKING	22
O.	PLAY STRUCTURES.....	23
P.	RETAINING WALLS.....	23
Q.	SCREENING.....	24
R.	SIGNS	24
S.	SWIMMING POOLS AND SPAS	26
T.	TREE REMOVAL	27
U.	WINDOW AIR CONDITIONING UNITS.....	27
V.	WIND TURBINES.....	27
W.	WINDOW TREATMENTS.....	27
ARTICLE VII.	COMMON AREA AND AREA OF COMMON AUTHORITY.....	28
ARTICLE VIII.	NOTICES AND EASEMENTS	30
A.	EASEMENTS FOR GREEN BELT, POND MAINTENANCE, FLOOD WATER, AND OTHER LANDSCAPE RESERVES	30
B.	EASEMENTS TO SERVE ADDITIONAL PROPERTY.....	30
C.	UTILITIES AND GENERAL	31
D.	CONDITIONS.....	32
E.	RECLAIMED WATER.....	34
ARTICLE IX.	DEED RESTRICTION ENFORCEMENT.....	34
A.	AUTHORITY TO PROMULGATE RULES, POLICIES, AND GUIDELINES	34

B.	ATTORNEY’S FEES AND FINES.....	35
C.	REMEDIES	35
D.	ENFORCEMENT BY OWNERS.....	35
E.	SELF HELP.....	36
ARTICLE X.	ARCHITECTURAL RESTRICTIONS	37
A.	ARCHITECTURAL REVIEW COMMITTEE.....	37
B.	ARC APPROVAL REQUIRED	38
C.	BUILDING SETBACKS	40
D.	LANDSCAPING.....	41
E.	GRADING AND DRAINAGE	41
F.	TEMPORARY STRUCTURES	41
G.	GARAGES	41
H.	SQUARE FOOTAGE REQUIREMENTS.....	42
ARTICLE XI.	MAINTENANCE.....	42
A.	GENERAL MAINTENANCE.....	42
B.	LANDSCAPING.....	42
C.	DWELLING AND IMPROVEMENT EXTERIORS.....	42
D.	OTHER HAZARDS	43
E.	LIABILITY, COST, AND APPROVAL	43
F.	CASUALTY LOSSES.....	43
ARTICLE XII.	VARIANCES	44
ARTICLE XIII.	LIMITATION OF LIABILITY	44
ARTICLE XIV.	ASSESSMENTS	45
A.	CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS	45
B.	ANNUAL ASSESSMENTS	45
1.	<i>Purpose</i>	45
2.	<i>Creation</i>	46
3.	<i>Rate</i>	46
4.	<i>Commencement</i>	47
5.	<i>Proration</i>	47
6.	<i>Levying of the Annual Assessment</i>	47
C.	SPECIAL ASSESSMENT.....	48
D.	CAPITALIZATION FEE	48
E.	COLLECTION AND REMEDIES FOR ASSESSMENTS	49
F.	SUBORDINATION OF THE LIEN TO PURCHASE MONEY MORTGAGES.....	50
G.	NOTICE OF DELINQUENCY.....	50
ARTICLE XV.	MODIFICATION AND TERMINATION OF COVENANTS.....	51
A.	AMENDMENT BY DECLARANT	51
B.	AMENDMENT BY OWNERS.....	52
ARTICLE XVI.	ALTERNATE DISPUTE RESOLUTION	52
A.	DISPUTE RESOLUTION	53
B.	OUTSIDE MEDIATOR	53
C.	MEDIATION IS NOT A WAIVER	53
D.	ASSESSMENT COLLECTION AND LIEN FORECLOSURE.....	53
E.	TERM.....	54
ARTICLE XVII.	GENERAL PROVISIONS	54
A.	SEVERABILITY.....	54
B.	COMPLIANCE WITH LAWS	54

C.	GENDER AND NUMBER.....	54
D.	INTERPRETATION.....	54
E.	HEADLINES	54
F.	GOVERNING LAW	54
G.	FINES FOR VIOLATIONS	55
H.	BOOKS AND RECORDS	55
I.	NOTICES.....	55
J.	MERGERS	55
K.	CURRENT ADDRESS AND OCCUPANTS.....	55
L.	SECURITY	55
M.	VIEW IMPAIRMENT.....	56
N.	VIDEO, DATA AND COMMUNICATION SERVICE AGREEMENTS	56
O.	OCCUPANTS BOUND.....	57
P.	TRANSFER OF TITLE AND RESALE CERTIFICATE.....	57
Q.	WATER MANAGEMENT	58
R.	MASTER PLAN.....	58

**DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR NOLINA (RESIDENTIAL PROPERTY)**

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Declaration of Covenants, Conditions, and Restrictions for Nolina (Residential Property) is made by JDS RR LLC, a Texas limited liability company (the “*Declarant*”).

RECITALS:

WHEREAS, Declarant is the owner of certain real property situated in Williamson County, Texas, which property is more particularly described by metes and bounds on Exhibit A attached to this Declaration and made a part hereof for all purposes (the “*Property*” or “*Nolina*”, which term(s) include additional land as same may be annexed into the Property and made subject to this Declaration); and

WHEREAS, Declarant desires to develop the Property as a single family, residential use subdivision, and to provide and adopt a general plan of development including assessments, conditions, covenants, easements, reservations, and restrictions designed to govern the Property, as applicable; and

WHEREAS, Declarant has deemed it desirable, for the efficient administration of the amenities in the Property and the enforcement of the Dedicatory Instruments, to create an Association to which has been or will be delegated and assigned the authority to administer and enforce these assessments, conditions, covenants, easements, reservations, and restrictions, including levying, collecting, and disbursing the Assessments; and

WHEREAS, there has been or will be incorporated one or more nonprofit corporations created under the laws of the State of Texas, including the first being the Nolina Residential Association, Inc. Declarant is authorized to incorporate one or more entities to provide the functions of the Association. The directors of the Association either have or will establish certain Bylaws by which the Association will be governed through its Board of Directors, for the purpose of exercising the functions of the Association and any other duties as set out in the Bylaws or in other Dedicatory Instruments.

NOW, THEREFORE, Declarant declares that the Property is subject to the jurisdiction of the Association, and will be developed, improved, sold, used, and enjoyed in accordance with, and subject to the following plan of development, including the applicable Assessments, conditions, covenants, easements, reservations, and restrictions set forth in this Declaration, all of which are adopted for, and placed upon the Property and are covenants running with the land and are binding on all parties, now and at any time having or claiming any right, title, or interest in the Property or any part thereof, their heirs, executors, administrators, successors, and assigns, regardless of the source of, or the manner in which any such right, title, or interest is or may be acquired, and will inure to the benefit of each Owner of any part of the Property.

The Property is subject to this Declaration, which may be amended or supplemented from time to time. Additionally, the Property is subject to the Dedicatory Instruments. If any conflict exists between any portion of the Declaration and any Dedicatory Instrument, the more restrictive provision will control. Notwithstanding the foregoing, in the event of a conflict between a Dedicatory Instrument and any amendment thereto, the amendment will control.

ARTICLE I. DEFINITION OF TERMS

The following words when used in this Declaration have the following meanings when capitalized (unless the context requires otherwise and then the term is not capitalized):

- A. “**ARC**” means the Architectural Review Committee established for the Property as set forth in this Declaration.
- B. “**Area of Common Authority**” means all of the properties and facilities for which the Association (i) has enforcement authority, (ii) may have responsibility under the Dedicatory Instruments, or (iii) otherwise agrees to assume responsibility, regardless of who owns them. The Area of Common Authority includes all of the Common Area and may, by way of illustration and not limitation, also include Lots or portions of Lots and property dedicated to the public, such as public rights-of-way.
- C. “**Assessments**” means the assessments levied against all Lots pursuant to this Declaration, a Supplemental Amendment, or another Dedicatory Instrument, for the purposes set out in the applicable Dedicatory Instrument, or any other charge authorized by this Declaration or other Dedicatory Instrument.
- D. “**Association**” means one or more nonprofit corporations, including its successors, assigns, or replacements, created under the laws of the State of Texas, with the first being the Nolina Residential Association, Inc. Declarant is authorized to incorporate one or more entities to provide the functions of the Association. No more than one such nonprofit corporation will be in existence at any one time, provided however, the formation of a sub-association is permitted. The Association is a Texas nonprofit corporation that has jurisdiction over all properties located within Nolina, as same may be amended from time to time as additional property is annexed into Nolina as allowed under this Declaration. For purposes of clarity, when “Association” is used in this Declaration, that term includes the authority, rights, remedies, and obligations of the nonprofit corporation, and the authority of the Board, as defined in this Declaration, to carry out the authority, rights, remedies, and obligations of the Association.
- E. “**Board**” means the Board of Directors of the Association as provided within the Bylaws.
- F. “**Builder**” means an individual or entity that purchases a single or multiple Lots from Declarant or its affiliates for the purpose of constructing Dwellings thereon, which Dwellings will be offered for sale to purchasers. “Builder” does not include an individual or entity constructing additions onto a Dwelling already in existence,

- performing repairs or maintenance, or re-constructing or replacing a Dwelling after demolition or destruction, either partial or complete.
- G. “**Bylaws**” means the Bylaws of the Association, as they may be amended from time to time.
- H. “**Common Area**” means all real property owned in fee or held in easement, lease, or license by the Association and any improvements thereon, including real property in which it otherwise holds possessory or use rights, for the common use and enjoyment of the Owners and includes areas designated by Declarant to be conveyed by deed or easement to the Association.
- I. “**Community-Wide Standard**” means the standard of development, conduct, maintenance, or other activity generally prevailing throughout the Property. Such standards may be defined in the Guidelines or rules and regulations. Such standards may be specifically determined, and modified, by the Board, with the approval of Declarant during the Development Period.
- J. “**Declarant**” means JDS RR LLC, a Texas limited liability company, its successors, and assigns as same is required to be evidenced by a written instrument recorded in the Official Public Records of Williamson County, Texas.
- K. “**Declaration**” means this Declaration of Covenants, Conditions, and Restrictions for Nolina (Residential Property), which encumbers the Property, and any other property brought under the control of this Declaration, any Supplemental Amendment, any Annexation Agreement, and any amendments thereto.
- L. “**Dedicatorary Instruments**” means each governing instrument covering the establishment, maintenance, and operation of the Property. The term includes this Declaration, any Annexation Agreement or Supplemental Amendment to the Declaration, any instrument (including the Guidelines) subjecting the Property to covenants, conditions, restrictions, or assessments, any Certificate of Formation, Bylaws, or other instruments governing the administration or operation of the Association, all properly adopted policies, rules, and regulations of the Association, and any lawful amendments or modifications to the Dedicatorary Instruments.
- M. “**Deed Restriction Violation**” means any damage that an Owner or Occupant has caused to the Common Area or a condition on a Lot or an improvement located upon a Lot that does not comply with the terms and conditions of the Dedicatorary Instruments covering the appearance, establishment, maintenance, and operation of the Property. Failure to pay all amounts due and owing on a Lot, or failure to comply with any terms and conditions of a Dedicatorary Instrument, will also be considered a Deed Restriction Violation.
- N. “**Development Period**” means the period of time that Declarant reserves the right to facilitate the development, construction, and marketing of the Property or the right to direct the size, shape, and composition of the Property, which retained rights are

- vested in Declarant until Declarant no longer owns any portion of the Property or such time as Declarant assigns or relinquishes all of its retained rights created in this Declaration or in any other Dedicatory Instrument. In the event the Development Period terminates pursuant to the above provisions, and thereafter Declarant becomes record owner of any portion of the Property, the Development Period will be restored until it again terminates as specified above.
- O. “**Dwelling**” means a main residential structure constructed on a Lot or Homesite intended for single family residential use.
- P. “**Guidelines**” means general, architectural, or builder guidelines, and application and review procedures, if any, that may set forth various standards relating to the exterior harmony of any improvements placed upon or constructed on any Lot or construction types and aesthetics. There is no limitation on the scope of amendments to the Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Guidelines less restrictive. Guidelines are enforceable by the Board.
- Q. “**Hardscape**” means and includes items such as rocks, landscape timbers, railroad ties, fountains, statuary, sculptures, terracing materials, lawn swings, and yard art.
- R. “**Homesite**” means one or more Lots upon which a single family Dwelling may be erected subject to this Declaration.
- S. “**Lienholder**” means that certain entity that (i) has executed the Lienholder Consent and Subordination attached to this Declaration, which Lienholder Consent and Subordination is incorporated in this Declaration for all purposes, and (ii) is the sole beneficiary of a purchase money mortgage lien (as set forth in this Declaration) and other liens, assignments, and security interests encumbering all or a portion of the Property owned by Declarant.
- T. “**Lot**” means a parcel of Property defined as one Lot by the applicable plat or any replat thereof recorded in the Official Public records of Williamson County, Texas, encumbered by this Declaration and restricted to single family residential use. Homesites may be comprised of more than one Lot; each such Lot will be subject to the rights and duties of membership in the Association. There will be an Assessment due for each Lot owned as defined by the then-plat of record, subject to the limitations in this Declaration. No Lot may be further subdivided and separated into smaller Lots, and no portion less than all of any Lot will be transferred or conveyed. Notwithstanding anything contained in this Declaration to the contrary, this definition does not include any Lot for so long as it is being used by Declarant as a model home Lot or a sales information center.
- U. “**Member**” means an Owner, as defined in this Article, subject to the provisions set forth in this Declaration.

- V. **“Member in Good Standing”** means Declarant, as well as a Member (a) who is not delinquent in the payment of any Assessment against the Member’s Lot or any interest, late charges, costs, or reasonable attorney’s fees added to such Assessment under the provisions of the Dedicatory Instruments or as provided by law, (b) who is not delinquent in payments made pursuant to a payment plan for Assessments, (c) who has not caused damage to the Common Area, (d) who does not have any condition on his Lot which violates any Dedicatory Instrument which has progressed to the stage of a written notice to the Owner of the Owner’s right to request a hearing to be held by the Association, or beyond, and which remains unresolved as of the date of determination of the Member’s standing, (e) who has not failed to pay any fine levied against the Member or the Member’s Lot pursuant to the Dedicatory Instruments, and (f) who has not failed to comply with all terms of a judgment obtained against the Member by the Association, including the payment of all sums due the Association by virtue of such judgment. If one Occupant of a particular Dwelling does not qualify as a Member in Good Standing, then no Occupant of such Dwelling will be considered a Member in Good Standing. Additionally, if an Owner of multiple Lots does not qualify as a Member in Good Standing as to one Lot, then such Owner will not qualify as a Member in Good Standing as to any Lot owned by the Owner.
- W. **“Occupant”** means an Owner, resident, tenant, lessee, guest, or invitee of any Lot or Dwelling within the Property for any period of time.
- X. **“Outbuilding”** means a structure such as (by way of example and not limitation) a storage building, shed, greenhouse, gazebo, or shade trellis.
- Y. **“Owner”** means the owner of record of any portion of the Property. Special purpose districts (by way of example and not limitation, special purpose districts owning one or more reserves within the Property) and persons or entities holding title only as a lienholder are not considered an Owner for purposes of this Declaration.
- Z. **“Property”** or **“Nolina”** means the Nolina subdivision located in Williamson County, Texas. As of the date of this Declaration, the Property is more particularly described on **Exhibit A**. The Property may be supplemented as additional land is annexed into the Property by the recording of an Annexation Agreement or Supplemental Amendment.
- AA. **“Public View”** means a condition, structure, item, or improvement located on a Lot that is openly visible from or by an individual standing at ground level of (i) at least one neighboring Lot (such neighboring Lot does not have to be adjoining the Lot with any such condition, structure, item, or improvement), (ii) a Common Area, or (iii) a street.
- BB. **“Supplemental Amendment”** or **“Annexation Agreement”** means an amendment or supplement to this Declaration that subjects additional property to this Declaration or imposes, expressly or by reference, additional or different restrictions, assessments, or obligations on the land described therein. The term also refers to the instrument

recorded by Declarant or the Association pursuant to the provisions of this Declaration to subject additional property to this Declaration.

ARTICLE II. PURPOSE AND INTENT

The Property, as initially planned, is intended to be a single family, residential development that is planned to feature residential uses. While residential in nature, the Property exists within what will be a larger development project which currently is planned to include mixed uses, such as by way of illustration and not limitation, commercial uses, places of worship, schools, and multifamily uses. This Declaration serves as the means by which design, maintenance, and use of the residential Property, and additional property made a part of the Nolina residential development, will be established.

ARTICLE III. PROPERTY SUBJECT TO RESTRICTIONS

A. Property Initially Encumbered

The Property that is initially encumbered by this Declaration and is therefore a part of Nolina is more particularly described on **Exhibit A**. Owners of the Property are Members of the Association and have executed this Declaration.

B. Annexation of Additional Property

Without the joinder of any other Owners or Members, Declarant reserves the exclusive right for 25 years following the recording of this Declaration to annex any additional property into the Property. Such annexation will be accomplished by the execution and filing for record of a Supplemental Amendment or Annexation Agreement setting forth the land being annexed or the specific restrictions relating to such property, if different. Any Supplemental Amendment or Annexation Agreement may contain Assessments, covenants, conditions, restrictions, and easements which apply only to the real property annexed or may create exceptions to, or otherwise modify, the terms of this Declaration as they may apply to the real property being annexed in order to reflect the different or unique character or intended use of such real property.

The right of Declarant to annex land under this Section will automatically pass to the Association upon the expiration of the 25 year term granted above.

C. Deannexation of Property

During the Development Period, Declarant, without the joinder of any other Owners or Members, may deannex from Nolina any property owned by Declarant. During the Development Period, property not owned by Declarant may be deannexed with the prior written consent of Declarant and the Owner thereof.

ARTICLE IV. ASSOCIATION MEMBERSHIP, VOTING RIGHTS, AND BOARD OF DIRECTORS

A. Eligibility

Eligibility to vote or serve as a director or officer of the Board after the expiration of the term(s) of the Declarant-appointed directors is predicated upon a person being a Member of the Association. Nothing contained in this Declaration creates a fiduciary duty owed by the Board to the Members of the Association.

B. Membership

Declarant and every record Owner will be a Member of the Association, excluding therefrom special purpose districts (by way of example and not limitation, special purpose districts owning one or more reserves within the Property) and persons or entities holding an interest in the land merely as security for the performance of an obligation (such as a mortgagee, or holder of any other lien against property), unless that holder of the security interest foreclosed and thereby became the Owner of the Lot(s).

Membership is appurtenant to and runs with the land. Membership is not severable as an individual right and cannot be separately conveyed to any party or entity. Each Owner has only 1 Membership in the Association. All duties and obligations set forth in this Declaration are the responsibility of each Member. No waiver of use of rights of enjoyment created by this Declaration relieves Members or their successors or assigns of such duties or obligations. Mandatory membership begins with the execution of this Declaration and passes with title to the land (regardless of any method of conveyance) to any subsequent grantee, successor, or assignee of a Member. Members in Good Standing have the right to the use and enjoyment of the Common Area in the Property. Owners who are not Members in Good Standing may be prohibited from utilizing Common Areas in the Property.

C. Voting Rights

The Association will initially have 2 classes of members, being Class A Members and Class B Members, as follows:

1. Class A Membership

Class A Members will be all Members with the exception of Class B Members, if any. Each Class A Member's voting rights are based on the number of Lots owned and are determined as follows:

One vote is granted to Class A Members for each Lot owned.

Multiple Owners of any single Lot must vote in agreement (under any method they devise among themselves), but in no case will such multiple Owners cast portions of votes. The vote attributable to any single Lot must be voted in the same manner (i.e., all Owners of the Lot for, or all Owners of the Lot against a

particular issue), but in no event may there be more than 1 Class A vote cast per Lot.

2. Class B Membership

Class B Members are Declarant and any entity upon which Declarant, in its sole discretion, may confer Class B status in the Association. Declarant is entitled to 3 times the total number of votes allocated to Class A Members. Declarant's Class B Membership will terminate upon the earliest to occur of the following:

- a. When Declarant no longer owns any real property within the Nolina development; or
- b. Such time as Declarant, in its sole discretion, so determines; provided, however, that Declarant may assign its rights, in whole or in part, permanent or temporary, at any time.

Declarant has the continuing right, at any time prior to the termination of Declarant's Class B Membership, without the joinder or consent of any other Owner, entity, lender, or other person, to confer Class B status in the Association on any Owner (with such Owner's consent), solely with respect to voting rights or Assessments (the "*Conferral*"). Provided, however, any such Conferral of Class B status does not have to be uniform as to all Class B Members. Declarant will evidence such Conferral of Class B status by filing in the Official Public Records of Williamson County, Texas, an instrument specifying the name and address of the party upon which Class B status has been conferred, setting forth a legal description for all of the real property to which such Class B Conferral applies, and setting forth the terms of such Conferral. The Class B status so conferred by Declarant will terminate and such Owner will become a Class A Member of the Association, upon the earliest to occur of the following:

- a. Termination of Declarant's Class B status in the Association, as provided in this Declaration;
- b. A material violation by such Class B Member of any terms and conditions of the Conferral, which violation has not been cured after the Class B Member has received notice of such violation and has failed to cure such violation; or
- c. Expiration of the term of the Conferral, if any, provided in the Conferral.

D. Voting Procedures

Class A Members and Class B Members will exercise their votes as set out in the Dedicatory Instruments.

E. Right to Appoint and Elect Board of Directors

Declarant retains the authority to appoint all members of the Board until not later than the 10th anniversary of the date this Declaration was recorded in the Official Public Records of Williamson County, Texas, at which time 1/3 of the Board members (who must be Members of the Association) must be elected by Owners other than Declarant, as set forth in the Bylaws. After such anniversary, Declarant will retain the authority to appoint the remaining 2/3 of the members of the Board until (1) the termination of the Development Period, or (2) Declarant releases its status as a Class B Member and its authority to appoint members of the Board, as evidenced by an instrument recorded in the Official Public Records of Williamson County, Texas, whichever occurs first. Declarant may assign to the Association its authority to appoint some or all (as applicable) members of the Board, with such assignment evidenced by an instrument recorded in the Official Public Records of Williamson County, Texas.

Upon termination of Declarant's authority to appoint 2/3 of the members of the Board, any remaining Class B Members will be converted to Class A Members and elections will be held to elect the members of the Board (who must be Members of the Association) pursuant to the provisions of the Certificate of Formation and the Bylaws of the Association. In the event Class B Membership terminates pursuant to the above provisions, and thereafter additional property is annexed into the jurisdiction of the Association, which results in Declarant owning property in Nolina, only Declarant's Class B Membership will be restored (no other previously designated Class B Membership will be restored), until it again terminates as specified above. Notwithstanding anything contained in this Declaration to the contrary, Declarant may assign, temporarily or permanently, all or a portion of its rights as Declarant to any person(s).

ARTICLE V. EFFECTIVE DATE OF DECLARATION

This Declaration will be effective as of the date it is recorded in the Official Public Records of Williamson County, Texas.

ARTICLE VI. USE RESTRICTIONS

Notwithstanding anything contained in this Declaration to the contrary, the provisions of this Article apply only to Homesites unless other portions of the Property are specifically included in these provisions.

A. Single Family Residential Use Permitted; Leasing

Homesites within the Property may only be used for single family residential use. The term "single family residential use", as used in this Declaration, refers not only to the architectural design of the Dwelling, but also to the permitted number of inhabitants, which is limited to a single family, as set forth below. Furthermore, "single family residential use" means the use of and improvement to a Homesite with no more than one building designed and used for living, sleeping, cooking, and eating therein. As used in this Declaration, the term "single family residential use" specifically prohibits, without limitation, the use of a Homesite for a duplex, apartment, multi-family dwelling, accessory dwelling unit, garage apartment or any other apartment or for any multi-family use, vacation rental by Owner, boarding house, "Airbnb" or

similar short term rental use, bed and breakfast, any business or activity requiring a Federal Firearms License or for any business, professional or other commercial activity. In no case may a Homesite contain more than one Dwelling. No building, improvement, Outbuilding or portion thereof may be constructed for income property or such that Occupants would occupy less than the entire Homesite.

No Dwelling may be occupied by more than one single family. By way of illustration, the following is an example of an approved single family:

RESIDENT 1 AND RESIDENT 2 RESIDE IN DWELLING.

Additional approved residents are:

- a) children of either or both residents;
- b) no more than a total of 2 parents of the residents;
- c) 1 unrelated person; and
- d) 1 household employee.

Leasing a Homesite for single family residential use will not be considered a prohibited “business” use as set forth in Section B, below, provided that (i) the Owner (and any other Owner(s) with whom such Owner is affiliated) does not collectively lease or offer for lease more than one Homesite within the Property at any time; and (ii) an Owner (and any other Owner(s) with whom such Owner is affiliated) does not collectively lease or offer for lease a Homesite within one year of taking title to such Homesite. For purposes of this provision and by way of illustration and not limitation, “affiliated” means Owners who are: (i) reflected on the deed for the Homesite, (ii) reflected on a deed of trust related to the Homesite, (iii) related by blood or marriage within the second degree of relationship, (iv) shareholders, partners, or members of an entity that owns a Homesite, or (v) associated with each other for other business purposes. The Board has the sole and absolute discretion to determine who is affiliated with an Owner. This provision does not preclude the Association or an institutional lender from leasing one or more Homesites upon taking title following foreclosure of its security interest in the Homesites or upon acceptance of a deed in lieu of foreclosure.

The Occupants of a leased Dwelling must lease the entire land and improvements comprising the Homesite. No fraction or portion of any Homesite may be leased or rented or offered for lease or rent. “Leasing”, for purposes of this Declaration, is defined as occupancy of a Dwelling and the Homesite where such Dwelling is located for single family residential use by any person other than the Owner, for which the Owner receives any consideration or benefit, including a fee, service, gratuity, or emolument. Provided, however, “leasing”, for purposes of this Declaration, does not include leases such as, by way of illustration and not limitation, “VRBO”, boarding house rentals, backyard rentals, swimming pool rentals, “Swimply”, “Airbnb”, “Vacasa”, party venue rentals, bed and breakfasts or other short-term rental uses, and such uses are strictly prohibited and are considered to be a prohibited business use.

All leases must be in writing and will contain such terms as the Board may prescribe from time to time. All leases will provide that they may be terminated in the event of a violation of the Declaration or the Dedicatory Instruments by an Occupant or Occupant’s family, and the Board, in its sole discretion, may require termination by the Owner and eviction of the Occupant in such event. Rental or lease of the Homesite and Dwelling will not relieve the Owner from

compliance with this Declaration or the Dedicatory Instruments. No Homesite may be leased for a term of less than 6 full consecutive calendar months to the same lessee, nor may any lease be for less than the entire Homesite; provided, however, the Board may adopt rules that require a longer minimum lease term than that set forth in this Declaration, and any such term will control over the minimum term set forth in this Declaration and will not be considered a conflict with this Declaration. Single family residential use does not include a lease to tenants temporarily (less than 6 months) or a lease in which the tenants do not intend to make the Homesite and Dwelling their primary residence. An Owner who leases his or her Homesite assigns to the lessee for the period of the lease all of the Owner's rights to use the Common Areas and amenities located thereon.

It is not the intent of this provision to exclude from a Homesite any individual who is authorized to so remain by any state or federal law. If it is found that this provision is in violation of any law, then this provision must be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

B. Non-Permitted Uses

1. No trade or business may be conducted in or from any Dwelling, Lot, or Homesite, except such use within a Dwelling where (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Dwelling; (b) the business activity conforms to all governmental requirements and other Dedicatory Instruments applicable to the Property; (c) the business activity does not involve visitation to the Dwelling or Homesite by clients, customers, suppliers, or other business invitees or door-to-door solicitation of Occupants of the Property; and (d) the business activity is consistent with the residential character and use of the Property, does not constitute a nuisance or a hazardous or offensive use, and does not threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board. The uses set out in this Section 1 (a) through (d) are referred to singularly or collectively as an "***Incidental Business Use***". At no time may an Incidental Business Use cause increased parking or traffic within the Property. Any increased parking or traffic within the Property as a result of an Incidental Business Use will be deemed to be a Deed Restriction Violation. By way of illustration and not limitation, a day-care facility, home day-care facility, any business or activity requiring a Federal Firearms License, church, nursery, pre-school, beauty parlor, barber shop, spa service, "VRBO", boarding house, "Airbnb", "Vacasa", backyard rental, swimming pool rental, "Swimply", party venue rental, pet boarding service, or bed and breakfast are expressly prohibited and are not considered to be an Incidental Business Use.

The terms "business" and "trade", as used in this provision, are construed to have their ordinary, generally accepted meanings and include any occupation, work, or activity undertaken on an ongoing basis that involves the manufacture or provision of goods or services for or to persons other than the Occupant's family, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does not generate a profit; or (iii) a license is required therefor. This Section does not apply to any activity conducted by Declarant, or by a Builder with the approval of Declarant, with respect to its development and sale of the Property. Garage sales, attic sales, moving

sales, or yard sales (or any similar vending of merchandise) conducted on any Homesite separate from an Association-directed community-wide garage sale will be considered business activity and are therefore prohibited. Owners are advised that gated entries, if any, may be set to their open positions during any such community-wide garage sale at the discretion of the Board. The Association may, but is not required to, adopt rules and regulations regarding such community-wide garage sales. Notwithstanding anything contained in this Declaration to the contrary, estate sales are expressly prohibited.

2. No livestock, domestic or wild animals, or plants or crops may be raised on any Homesite, Lot, or any portion of the Property for the purpose of breeding or selling same, whether for profit or not. Exchange of such animals, plants, or produce for anything of value to the seller will constitute a sale of merchandise and is therefore prohibited under this provision.

C. Animals and Pets

No animals (including swine), poultry, or livestock may be raised, bred, or kept on any portion of the Property, except that dogs, cats, or other common household pets, not to exceed a total of 2 pets, may be permitted in or on a Homesite or in a Dwelling. The foregoing limitation on number of pets does not apply to constantly caged small pets such as hamsters, small birds, fish, or other similar common household pets kept inside the Dwelling, nor does it apply to require the removal of any litter born to a permitted pet prior to the time that the animals in such litter are 3 months old. No animals or pets may be kept, bred, or maintained for any commercial purpose. No pets are permitted to roam freely outside the fenced portion of a Lot. Whenever they are outside the fenced portion of a Lot, dogs and cats must at all times be confined on a leash which must be held by a responsible person. Provided, however, in the event an enclosed dog park is developed within the Property, dogs are permitted to roam freely within the confines of the dog park.

This provision is not intended to exclude from the Property any animal that is authorized to so remain by any state or federal law. If it is found that this provision is in violation of any law, then this provision must be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

D. Antennas

No exterior antenna, aerial, satellite dish, or other apparatus for the reception of television, radio, satellite, or other signals of any kind may be placed, erected, or maintained on a Lot if visible from Public View, unless it is impossible to receive an acceptable quality signal from any other location. In that event, the receiving device may be placed in the least visible location where reception of an acceptable quality signal may be received. The Board may require painting or screening of the receiving device if painting or screening does not substantially interfere with an acceptable quality signal. In no event are the following devices permitted: (i) satellite dishes which are larger than 1 meter in diameter; (ii) broadcast antenna masts which exceed the height of the center ridge of the roofline; and (iii) MMDS antenna masts which exceed the height of 12 feet above the center ridge of the roofline. No exterior antenna, aerial, satellite dish, or other apparatus which transmits television, radio, satellite, or other signals of

any kind is permitted on a Lot. This section is intended to comply with the Telecommunications Act of 1996 (the “*Act*”), as the Act may be amended from time to time, and FCC regulations promulgated under the Act. This section must be interpreted to be as restrictive as possible while not violating the Act or FCC regulations. The Board may promulgate Guidelines which further define, restrict, or address the placement and screening of receiving devices and masts, provided such Guidelines comply with the Act and applicable FCC regulations.

Declarant and the Association have the right, without the obligation, to erect an aerial, satellite dish, or other apparatus (of any size) for a master antenna, cable, or other communication system for the benefit of all or any portion of the Property, should any master system or systems require such exterior apparatus.

E. Basketball Goals and Backboards

No basketball goal, net, or backboard may be kept, placed, or mounted upon any Lot or kept, placed, attached, or mounted to any fence or Dwelling without prior written approval by the ARC. Basketball goals and backboards are subject to the Guidelines as to type, location, and hours of use. Basketball goals and backboards must at all times be maintained and kept in good condition. If any basketball goal, net, or backboard is placed within the Property in violation of this Declaration, the Association (or its agents) is authorized to exercise its Self Help remedy, as set forth in this Declaration, to bring the Owner’s Lot into compliance with this provision.

F. Drilling

No drilling or related operations of any kind are permitted upon, under, on, or in any Lot. No wells, tanks, tunnels, mineral excavations, or shafts are permitted upon or in any Lot, including water wells for potable or non-potable uses. Provided, however, Declarant, the Association, or the special purpose district (or other entity owning such land) has the right to drill water wells for non-potable uses upon the Common Area and Area of Common Authority (with any such landowner’s approval) for purposes including irrigation of recreational fields, parks, and other open areas.

G. Exterior Seasonal Decorations

The Board may promulgate rules regarding the display of exterior seasonal decorations, including lights, banners, flags, and wreaths. Such rules may address the appearance and length of time of such display. Any display of exterior seasonal decorations must be maintained and kept in good condition at all times. If any exterior seasonal decoration is placed, or remains, within the Property in violation of this Declaration or the Dedicatory Instruments, the Association (or its agents) is authorized to exercise its Self Help remedy, as set forth in this Declaration, to bring the Owner’s Lot into compliance with this provision.

H. Flags and Flagpoles

The size, number, and placement of flagpoles, and the display of flags within the Property, are subject to Guidelines, rules, or policies adopted by the Board. It is not intended for this Section to violate any local, state, or federal law. This Section must be interpreted to be as

restrictive as possible while not violating any laws of the State of Texas or the United States of America.

I. General Nuisances

No portion of the Property may be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor may any substance, thing, animal, or material be kept upon any portion of the Property that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, comfort, or serenity of the Owners or Occupants of surrounding Homesites and users of the Common Areas.

No noxious, illegal, or offensive activity may take place or exist upon any portion of the Property, nor may anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Property. No plant, animal, device, or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property may be kept within the Property. Outside burning of wood (except for wood burned in approved outdoor fire pits and fireplaces), leaves, trash, garbage, or household refuse is prohibited within the Property. No speaker, horn, whistle, bell, or other sound device, except alarm devices used exclusively for residential monitoring purposes, may be installed or operated on the Property, unless required by federal, state, or local regulation. The use and discharge of firecrackers and other fireworks is prohibited within the Property.

Each Owner has the obligation to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot or Homesite. The pursuit of hobbies or other visible activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices that might tend to cause disorderly, unsightly, or unkempt conditions, may not be pursued or undertaken on any part of the Property. Notwithstanding the above, the disassembly and assembly of motor vehicles to perform repair work may be permitted provided such activities are not conducted on a regular or frequent basis and are either conducted entirely within an enclosed garage or, if conducted outside, are begun and completed within 12 hours.

Notwithstanding anything contained in this Declaration to the contrary, the Association has the right, but not the obligation, to enter upon any Common Area, Area of Common Authority, or street right-of-way to remove signs not authorized by the Board in advance, and to regulate (including the prohibition of) street vending and similar non-approved activities that are not in compliance with Texas law.

No portion of the Property may be used, in whole or in part, in a way that creates a nuisance within the Property. Activities or conditions constituting a nuisance are incapable of exhaustive definition which will fit all cases, but they may include those activities and conditions that endanger life or health, give unreasonable offense to senses, or obstruct reasonable use of property. Those activities or conditions that cause minor or infrequent disturbances resulting from ordinary life activities within a deed restricted community are not intended to constitute a nuisance. Whether such activity or condition constitutes a nuisance will be determined by the

Board. The Board may adopt rules or policies to further define what constitutes a nuisance, as warranted.

J. Generators

The size, number, placement, and other characteristics of standby electric generators within the Property are subject to any applicable Guidelines, rules, or policies adopted by the Board.

K. Monuments and Fences

Declarant and the Association, including their respective designees, are granted an easement to place, maintain, and repair a monument or marker within the Property.

Fencing requirements for Lots within the Property are set forth in the Guidelines or other Dedicatory Instrument and fencing is subject to prior written approval by the ARC. Unless otherwise set forth in this Declaration or in another Dedicatory Instrument, Owners are responsible for the ongoing maintenance, repair, and replacement of all fences in existence at the time of their purchase of the Lot. Replacement fences must be of a similar material and design as originally constructed. The maintenance of any portion of a fence which lies between Lots (“*Shared Fencing*”) is the joint responsibility of the Lot Owners on whose property the fence lies between. Owners are advised that, while Shared Fencing is typically installed directly on the shared Lot line, there may be minimal deviations in the location of the Shared Fencing that cause some or all of the Shared Fencing to be located within the platted boundaries of only one Lot. Regardless of these possible deviations, the Shared Fencing will remain the joint responsibility of the Lot Owners on whose Lots the Shared Fencing lies between. In the event an Owner fails to repair, replace, or maintain any fence in a manner consistent with the Community-Wide Standard in the sole discretion of the Board, the Board may exercise its Self Help remedy pursuant to the terms set forth in this Declaration, and has the right, but not the obligation, through its agents, contractors, or employees to enter such Lot for the repair or replacement of such fence after notice to the Owner. Any expense incurred by the Association in effectuating such repair or replacement is the responsibility of the Owner(s) having such obligation to maintain or will be split evenly between adjoining Lot Owners if Shared Fencing is involved, and such expense is secured by the continuing lien on the Lot.

Owners are advised that there may be “*Community Fences*” located upon land adjacent to Lots, including within various reserve areas (all such land is referred to as the “*Reserve*” or “*Reserves*”) throughout the Property. In some instances, a Community Fence may be located within the platted boundary of a particular Lot. The Community Fences may be designated by Declarant in this Declaration, a Supplemental Amendment, or another Dedicatory Instrument. The Community Fences may serve as side or rear fencing to various Lots that are adjacent to such Community Fences (“*Adjacent Lots*”). The Community Fences will not be owned by Adjacent Lot Owners and may be owned by the Association or another entity. In instances where a Reserve containing a Community Fence is owned by an entity other than the Association, the Community Fence located therein may be maintained by such entity or the Association. In instances where a Reserve containing a Community Fence is owned by the Association, the Community Fence located therein will be owned and maintained by the Association, with such

maintenance to be at the Board's sole discretion. There is no requirement that a Community Fence be replaced with the materials as originally constructed, and the replacement Community Fence materials will be determined at the discretion of the ARC.

Where applicable, Adjacent Lot Owners may abut (but not mechanically attach) their fencing to the adjacent Community Fence. Portions of the Reserves located within the fenced area of an Adjacent Lot (the "*Community Fence Reserve Area*"), if any, are made available by the Association or an entity owning such Reserve for the benefit and use of the Adjacent Lot Owners, but such Adjacent Lot Owners are not vested with title to the Community Fence Reserve Area. Adjacent Lot Owners are not permitted to place or construct, either temporarily or permanently, any structures or improvements within the Community Fence Reserve Area unless the Adjacent Lot Owners have first obtained approval in writing from the ARC. Adjacent Lot Owners have the right to use their respective Community Fence Reserve Area subject to the following:

- Adjacent Lot Owners may not attach anything, temporarily or permanently, to the Community Fence, including any fencing abutting the Community Fence.
- Adjacent Lot Owners must maintain any landscaping located in the Community Fence Reserve Area, including trimming, and spraying for insects.
- Adjacent Lot Owners may not alter the drainage pattern that has been established for the Community Fence or Community Fence Reserve Area.
- Adjacent Lot Owners may not place or construct, either temporarily or permanently, any structures or improvements within the Community Fence Reserve Area unless the Adjacent Lot Owners have first obtained approval in writing from the Association.
- Adjacent Lot Owners must maintain the Community Fence Reserve Area in a clean and neat condition and in compliance with the Dedicatory Instruments of the Property at all times.

The Adjacent Lot Owners and Declarant grant an easement to the Association and to the Community Fence owner, as applicable, over and across each Adjacent Lot to the extent necessary for the construction, maintenance, reconstruction, and inspection of the Community Fence and inspection of the Community Fence Reserve Area. Declarant reserves unto itself an easement over and across each Adjacent Lot to the extent necessary for the construction, maintenance, reconstruction, and inspection of the Community Fence and inspection of the Community Fence Reserve Area. Declarant, the Association, or the Community Fence owner, as applicable, must give the Adjacent Lot Owners at least 24 hours written notice prior to exercising its right of entry as set out in this Declaration. Notwithstanding anything contained in this Declaration to the contrary, written notice of Declarant's, the Association's, or the Community Fence owner's (as applicable) intent to enter upon the Adjacent Lot is not required in the event of an emergency. Adjacent Lot Owners agree to hold harmless Declarant and the Association, including their respective directors and officers, and release them from any liability for the placement, construction, design, repair, maintenance, and replacement of Community Fences and

Community Fence Reserve Areas, and agree to indemnify the parties released from any damages they may sustain. Owners further grant an easement to Declarant and the Association for any incidental noise, lighting, odors, parking, and traffic which may occur due to the existence, installation, maintenance, repair, or replacement of Community Fences and Community Fence Reserve Areas.

The Association's maintenance obligation of the Community Fences extends only to normal wear and tear of such fencing. Any damage caused to a Community Fence by an Owner or Occupant that is beyond normal wear and tear will be repaired by the Association or the Community Fence owner, as applicable, at the Lot Owner's expense. The Board has the sole discretion to determine what constitutes normal wear and tear. In exercising its obligations set forth in this Declaration, the Association is not subject to any liability for trespass, other tort, or damages in connection with or arising from such exercise of its obligations set forth in this Declaration, nor in any way is the Association or the ARC, or their agents, liable for any accounting or other claim for such action. Further, in exercising its obligations set forth in this Declaration, the Association is not liable for any loss or damage to landscaping (soft or Hardscape) that encroaches upon a Community Fence or any existing materials that are affixed to the Community Fence in violation of this provision, including any Owner fencing that is connected to a Community Fence and any Owner's decorations or other personal items.

L. Outbuildings

Outbuildings may not be constructed or placed on a Lot within the Property without the prior written approval of the ARC. Guidelines may be established from time to time addressing factors including the appearance, type, size, quality, and location of Outbuildings on a Lot.

M. Outside Storage and Trash Collection

No equipment, machinery, or materials of any kind or nature may be stored on any Homesite forward of the fence at the front wall of the Dwelling situated thereon, unless the equipment, machinery, or materials are being used temporarily (not more than 1 week) and are incident to repair or construction of the Dwelling or Homesite. Equipment, machinery, and materials must be stored out of sight of every other Homesite immediately after use of such item, and all trash, debris, excess, or unused materials or supplies must be disposed of immediately off of the Homesite or stored out of view until trash collection occurs.

Trash may only be placed outside for collection the evening before collection. Trash must be contained in trashcans to protect from animals or spillage and trashcans must be removed from Public View the same evening of collection. No outdoor incinerators may be kept or maintained on any Lot.

Notwithstanding the foregoing, the outside storage of equipment, machinery, materials, and trash receptacles on a Lot that is associated with the construction of a Dwelling by a Builder is permitted during the time of construction of the Dwelling.

N. Parking

Parking restrictions specific to certain sections of the Property that are serviced by private streets may be set forth in the applicable Supplemental Amendments for such sections or another Dedicatory Instrument. The following provisions apply to all Lots located within the Property that are serviced by public streets:

1. Permitted Vehicles:

“**Permitted Vehicles**” may include passenger automobiles, passenger vans, pick-up trucks (each of the foregoing having no more than 2 axles) and motorcycles that: (i) are in operating condition; (ii) are qualified by current vehicle registration and inspection stickers; and (iii) are in regular use as motor vehicles on the streets and highways of the State of Texas. The Board has the sole discretion to determine whether a particular vehicle is a Permitted Vehicle.

Permitted Vehicles may be parked on the driveway of a Lot or inside a garage or enclosure approved by the ARC. Any vehicle that does not satisfy the foregoing requirements must be completely concealed from Public View inside a garage or enclosure approved by the ARC, with the exception of temporary parking of Commercial Vehicles and Recreational Vehicles.

2. Commercial Vehicles:

“**Commercial Vehicle**” may include vehicles and any associated machinery, trailers, and equipment that are used in a business enterprise and may be identified as being affiliated with a business (for example, by way of signage on the vehicle, design of the vehicle, or equipment on the vehicle). For illustrative purposes only, Commercial Vehicles may include cars, vans, or pick-up trucks with commercial signage on the vehicle, tow trucks, dump trucks, cement-mixer trucks, oil or gas trucks, delivery trucks, tractors, or tractor trailers. The Board has the sole discretion to determine whether a particular vehicle, associated machinery, or any signage related thereto is a Commercial Vehicle.

Commercial Vehicles may be temporarily parked on the driveway of a Lot for the purposes of construction, repair, or maintenance related to a Dwelling or Lot, or for delivery services, but only for the time necessary for such purpose, unless a prior written request is received by the Board and a temporary parking permit has been issued by the Board.

The parking of any other Commercial Vehicle on a Lot will be permitted only if such Commercial Vehicle is completely concealed from Public View inside a garage or enclosure approved by the ARC.

3. Recreational Vehicles:

“**Recreational Vehicles**” may include trailers, motor homes, campers, golf carts, four-wheelers, mini-bikes, go-carts, buses, dirt motorcycles, neighborhood electric

vehicles, jet skis, and boats. The Board has the sole discretion to determine whether a particular vehicle is a Recreational Vehicle.

One Recreational Vehicle with not more than 2 axles may be temporarily parked on the driveway of a Lot for up to 48 consecutive hours for loading and unloading purposes only, unless a prior written request is received by the Board and a temporary parking permit has been issued by the Board. A Recreational Vehicle may be stored on a Lot as long as the Recreational Vehicle is completely concealed from Public View inside a garage or enclosure approved by the ARC.

4. Vehicles in General:

This subsection applies to all vehicles, including Permitted Vehicles, Commercial Vehicles, and Recreational Vehicles, as same are described in this Section. No vehicle may be parked on a grassy area or landscaped area on a Lot or a Common Area that has not been designated for parking. Provided, however, this provision does not apply to vehicles that may be parked on a landscaped Common Area at the direction of the Association, Declarant, or their designees. Driveways may not be used to rebuild or repaint vehicles.

5. Enforcement:

The Board has sole discretion to enforce the foregoing parking provisions. The Association has the right without the obligation to enforce the limitations on parking set forth in this Declaration or in another Dedicatory Instrument.

Notwithstanding anything contained in this Declaration to the contrary, the Board may promulgate additional parking rules regarding items including the use, maintenance, and parking of vehicles on Lots, private streets, and Common Areas restricted to parking purposes. The Board has discretion to determine the various types of vehicles that fall within the scope of any such rules. If there is a conflict between this Section and parking rules promulgated by the Board, the parking rules control.

O. Play Structures

Play Structures may not be constructed or placed on a Lot within the Property without the prior written approval of the ARC. Guidelines may be established from time to time regarding play forts, playhouses, swing sets, and other recreational equipment (collectively referred to as "***Play Structures***"), considering such factors including the overall height, size, location, and number of Play Structures placed on a Lot. In setting the Guidelines, factors including the size and configuration of the Lot, the location of the Lot in the community, the location of the Play Structure on the Lot, the type of fencing on the Lot, and the visibility of the Play Structure from streets, other Lots, or the Common Areas may be considered.

P. Retaining Walls

Owners are advised that there may be "***Retaining Walls***" located throughout the Property as part of the community grading design. Unless otherwise set forth in another Dedicatory

Instrument, Owners are responsible for the ongoing maintenance, repair, and replacement of all Retaining Walls located within the platted boundaries of their Lot. The maintenance of any portion of a Retaining Wall which lies between Lots (“***Shared Retaining Wall***”) is the joint responsibility of the Lot Owners on whose property the Shared Retaining Wall lies between. Owners are advised that, while a Shared Retaining Wall is typically installed directly on the shared Lot line, there may be minimal deviations in the location of the Shared Retaining Wall that causes some or all of the Shared Retaining Wall to be located within the platted boundaries of only one Lot. Regardless of these possible deviations, the Shared Retaining Wall will remain the joint responsibility of the Lot Owners on whose Lots the Shared Retaining Wall lies between.

In the event an Owner fails to repair, replace, or maintain any Retaining Wall or Shared Retaining Wall in a manner consistent with the Community-Wide Standard in the sole discretion of the Board, the Board may exercise its Self Help remedy pursuant to the terms set forth in this Declaration, and has the right, but not the obligation, through its agents, contractors, or employees to enter such Lot for the repair or replacement of such Retaining Wall or Shared Retaining Wall after notice to the Owner. Any expense incurred by the Association in effectuating such repair or replacement is the responsibility of the Owner(s) having such obligation to maintain or will be split evenly between adjoining Lot Owners if a Shared Retaining Wall is involved, and such expense is secured by the continuing lien on the Lot.

Q. Screening

No Owner or Occupant of any portion of the Property may permit the keeping of articles, goods, materials, utility boxes, refuse, trash, storage tanks, or like equipment on the Property which may be considered a nuisance or hazard in the sole discretion of the Board. Air conditioners, utility boxes, garbage containers, antennas to the extent reasonably possible and pursuant to the terms set forth in this Declaration, or like equipment, may not be kept in Public View and must be placed in a location first approved in writing by the ARC. Added screening must also be provided to shield such stored materials and equipment from grade view from adjacent Dwellings or the Common Area. Utility boxes must be screened so that they are not visible from the street and as may be set out in the Guidelines. Such screens must be of a height at least equal to that of the materials or equipment being stored, but in no event may such screen be more than 6 feet in height. A combination of trees, hedges, shrubs, or fences should be used as screening material, as same may be set out in the Guidelines. All screening designs, locations, and materials are subject to prior written ARC approval. Any such screening installed must be maintained in a clean and neat manner at all times and may not detract from the appearance of the Property.

R. Signs

The following signs and emblems may be kept or placed upon a Homesite without the prior written approval of the ARC:

1. For Sale and For Lease Signs. An Owner may erect 1 “For Sale” or “For Lease” sign on his Lot. The overall dimensions for the sign, including posts, may not exceed 3 feet wide by 5 feet tall (overall height is measured from the ground level of the Lot). The sign may have a maximum of 2 ground-mounted posts.

2. Political Signs. Pursuant to Texas Election Code §259.002 or its successor statute, political signs are approved as temporary signage on Homesites for all local, state, or federal election purposes, provided that they meet the following criteria:

- a. Only 1 sign per candidate or measure is allowed.
- b. Maximum sign size may not exceed 4 feet by 6 feet.
- c. Signs must be ground-mounted. No sign may be mounted on any exterior part of the Dwelling, garages, patios, fences, or walls.
- d. Signs may be posted not more than 90 days prior to the election date and must be removed within 10 days after the election date.
- e. Signs may not contain roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component.
- f. No sign may be attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object.
- g. No sign may involve the painting of architectural surfaces.
- h. No sign may threaten public health or safety or violate a law.
- i. No sign may contain language, graphics, or any display that would be offensive to the ordinary person.
- j. No sign may be accompanied by music or other sounds or by streamers or be otherwise distracting to motorists.
- k. Political signs are prohibited on any Common Area or facility owned by the Association, including any public or private street right of way utility easement.

3. School Spirit and Activity Signs. Signs containing information about one or more students residing in a Dwelling and the school they attend are permitted on Homesites so long as the sign is not larger than 36 inches by 36 inches and is fastened only to a stake in the ground. By way of illustration and not limitation, these signs may contain information such as the name of the school attended by the student residing in the Dwelling or a sport or activity in which the student participates in connection with their attendance at their school. There may be no more than 1 sign on a Homesite for each student residing in the Dwelling.

4. Security Signs and Stickers. Signs or stickers provided to an Owner by a commercial security or alarm company providing service to the Dwelling are permitted on a Homesite so long as the sign is no larger than 8 inches by 8 inches, or the sticker is no larger than 4 inches by 4 inches. Stickers are also permitted upon windows and doors

for pet notification purposes, a “Child Find” program or a similar program sponsored by a local police or local fire department. There may be no more than 1 sign on a Homesite and no more than 6 stickers located on the windows or doors of a Dwelling.

Save and except the signs and emblems noted above, all other signs, emblems, decorative flags, or other decorative embellishments displayed on a Homesite must have the prior written approval of the ARC. Any sign or emblem placed or kept within the Property must be kept in good condition and must be removed if it becomes faded, cracked, chipped, or otherwise is no longer keeping with the Community Wide Standard. The Board has the discretion to determine whether a displayed item constitutes a sign or emblem, and whether such sign or emblem falls within one of the above-permitted categories. It is recognized that trends change over time. As such, Guidelines may be established from time to time addressing the display of signs, emblems, decorative flags, and other decorative embellishments on Homesites and other portions of the Property. In the event of a conflict between the provisions in this section of the Declaration and the Guidelines, the Guidelines will control.

Save and except Declarant and the Association, no Owner or Occupant may place any type of sign within the Common Area or Area of Common Authority without the prior written approval of the Board or Declarant (as addressed below). The Board and Declarant have the discretion to determine if an item placed by an Owner or Occupant in a Common Area or Area of Common Authority constitutes a sign under this provision.

If any sign is placed within the Property, including Areas of Common Authority, the streets, street rights-of-way, and Common Areas, in violation of this Declaration or the Dedicatory Instruments, the Board or its agents have the right, but not the obligation, to enter upon any Lot, Homesite, street, street right-of-way, Common Area, or Area of Common Authority, to remove or dispose of any such sign violation, and in doing so are not subject to any liability for trespass, other tort, or damages in connection with or arising from such entry, removal, or disposal, nor in any way is the Association or its agent liable for any accounting or other claim for such action.

A Builder or Declarant may place certain information and advertising signs on Homesites without the prior permission of the ARC, so long as (i) such signs are similar to those listed as acceptable for Builder use in the Guidelines, and (ii) such signs do not otherwise violate this Declaration. Additionally, Declarant (and Builders, with the permission of Declarant) may construct and maintain signs and other advertising devices on land owned by Declarant and on the Common Area as is customary in connection with the sale of developed tracts and newly constructed residential Dwellings. In addition, Declarant and the Association have the right to erect and maintain directional and informational signs along the streets within the Property and identification signs and monuments at entrances to the Property.

S. Swimming Pools and Spas

No above ground swimming pools are permitted. All swimming pools and spas require prior written approval by the ARC.

T. Tree Removal

No trees greater than 3 caliper inches to be measured at a point 6 inches above grade may be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved in writing by the ARC. In the event of an intentional or unintentional violation of this Section, the violator may be required to replace the removed tree with 1 or more comparable trees of such size and number and in such locations as the Board, in its sole discretion, may determine necessary to mitigate the damage.

U. Window Air Conditioning Units

No window or wall type air conditioners may be used, placed, or maintained on or in any building on the Lots, with the exception that a window or wall type air conditioner may be permitted for the benefit of a garage if such air conditioning unit is located at the rear of the garage unit and is screened from Public View. Window and wall type air conditioning units require prior written ARC approval.

All living areas within the Dwelling, including any room additions, must be centrally air-conditioned, unless otherwise approved by the ARC. Units that are alternatives to centrally air-conditioned units must be screened from Public View and will require prior written ARC approval.

V. Wind Turbines

No device used to convert wind into energy, including wind turbines, wind pumps, wind chargers, and windmills, is permitted to be used, placed, or maintained in any location within the Property; provided, however, this provision does not apply to Common Areas within the Property. The Board has the sole discretion to determine what devices are prohibited pursuant to this provision.

W. Window Treatments

An Owner may install window treatments on the windows of the Owner's Dwelling provided that such window treatments are in keeping with the Community-Wide Standard as determined in the discretion of the Board and approved by the Declarant during the Development Period. Appropriate permanent window treatments may include curtains and draperies with backing material of white, light beige, cream, light tan, or light gray; blinds or miniblinds of the same colors or natural wood; or shutters of the same colors or natural wood. No other window treatment color may be visible from the exterior of the Dwelling. Temporary or disposable window coverings may be installed on a Dwelling provided that the temporary or disposable window covering (i) is white, light beige, cream, light tan, or light gray in color, (ii) is in keeping with the Community-Wide Standard, and (iii) is only used on temporary basis (generally, no longer than 3 months), as determined in the sole discretion of the Board. Reflective materials, newspapers, shower curtains, fabric not sewn into finished curtains or draperies, other paper, plastic, cardboard, or other materials not expressly made for or commonly used for window coverings in a residential subdivision of the same caliber as the Property are not considered to be

window coverings in keeping with the Community-Wide Standard and may not be installed on any Dwelling.

The Community-Wide Standard may change with the latest products and trends in design, and, in some circumstances, no window treatments may be called for. The Board has the discretion to determine what type of and under what circumstances window treatments are appropriate. In making its determination, the Board may consider factors including the configuration of the Lot, the location of the Lot in the community, the location of the Dwelling on the Lot, and the visibility of the window covering from streets, other Lots, or the Common Areas. Declarant or the Board may opt to address window treatments in Guidelines. In the event of any conflict between the Guidelines and this provision addressing window treatments, the Guidelines will control.

ARTICLE VII. COMMON AREA AND AREA OF COMMON AUTHORITY

The Association, subject to the rights of the Members set forth in this Declaration and any amendments or Supplemental Amendments thereto, is responsible for the exclusive management and control of the Common Area and all improvements thereon and will keep it in good, clean, attractive, and sanitary condition. No Owner or Occupant may appropriate any portion of the Common Area or any improvement thereon for his or her own exclusive use. Any Owner or Occupant that causes damage to the Common Area is financially responsible for the damage. The cost of repair, if not timely paid by the Owner (subject to any notice that may be required by law), will be assessed against the Owner's Lot and secured by the continuing lien set forth in this Declaration. The Association may permit use of Common Area facilities by persons other than Owners and Occupants of Lots and may charge use fees in such amounts as the Board may establish from time to time for such use. The Association may charge use, consumption, and activity fees to any person using Association services or facilities or participating in Association-sponsored activities. The Board may determine the amount and method of determining such fees. Different fees may be charged to different classes of users (e.g., Owners and non-Owners).

Declarant, and its designees, may transfer or convey interests in real or personal property within or for the benefit of the Property at any time to the Association, and the Association must accept such transfers and conveyances, even if such transfer or conveyance occurs after the termination of the Development Period. Such property may be improved or unimproved and may consist of fee simple title, easements, leases, licenses, or other real or personal property interests. Real property transferred to the Association by Declarant, or its designees, may be transferred via a deed without warranty; provided, however, the property must be transferred free and clear of all liens and mortgages at the time of such transfer. Upon Declarant's written request, the Association must reconvey to Declarant any real property that Declarant originally conveyed to the Association for no payment, to the extent conveyed in error or needed to make minor adjustments in property lines or to accommodate changes in the development plan.

Declarant (during the Development Period) or the Association (after the expiration of the Development Period) reserves the sole and exclusive right to amend existing Common Areas, add new Common Areas, and amend any permissible activities within or rights to access the Common Areas. Declarant and Association make no representations, guarantees, or warranties of any nature as to the longevity and mortality of habitats found throughout the Property.

During the Development Period, Declarant may convey record title or easements to some or all of the Common Areas to the Association if, as, and when deemed appropriate by Declarant or as may be required by governmental officials, and Declarant has at all times during the Development Period the right (i) to effect redesigns or reconfigurations of the Common Areas (particularly along the edges), (ii) to execute any rules or restrictions applicable to the Common Areas which may be permitted in order to reduce property taxes, and (iii) to take whatever steps may be appropriate to lawfully avoid or minimize the imposition of federal and state ad valorem or income taxes.

Owners covenant (i) not to possess any Common Area in any manner adverse to the Association, and (ii) not to claim or assert any interest or title in any Common Area. Owners waive their right to adversely possess any Common Area and acknowledge and agree that any claim of adverse possession by an Owner of any Common Area is void.

Subject to (i) anything to the contrary in a Dedicatory Instrument, (ii) an agreement with the owner of the relevant Area of Common Authority, or (iii) any covenant set forth in the deed or other instrument transferring the property to the Association, the Association may manage, operate, and control the Area of Common Authority. The Association may adopt rules and polices and enter into leases, licenses, and operating agreements with respect to portions of the Area of Common Authority and Common Area, for payment or no payment, as the Board deems appropriate. For purposes of clarity, the Area of Common Authority may include areas that are subject to the Association's rule making authority and enforcement rights set forth in the Dedicatory Instruments, such as the sidewalks within public rights-of-ways, even though persons or entities other than the Association may have the obligation to maintain such areas. The Area of Common Authority may include:

- (a) the Common Area;
- (b) any sidewalks, walking paths or trail systems located within or in proximity to Nolina;
- (c) landscaping within public rights-of-way within or in proximity to Nolina (save and except those rights-of-way abutting Lots within the Property) to the extent that governmental authorities do not maintain it to the Community-Wide Standard;
- (d) such portions of any additional property as set forth by Declarant, this Declaration, any Dedicatory Instrument, or any covenants or agreements for maintenance entered into by, or otherwise binding on the Association; and
- (e) any property and facilities that Declarant owns and makes available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members. Declarant must identify any such property and facilities by written notice to the Association, and such property and facilities will remain part of the Area of Common Authority until Declarant revokes such privilege of use and enjoyment by written notice to the Association.

The Association may maintain other property it does not own, including Lots, property dedicated to the public, and property owned or maintained by another association, if the Board

determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard. To the extent permitted by Texas law, the Association is not liable for any damage or injury occurring on or arising out of the condition of, property it does not own.

ARTICLE VIII. NOTICES AND EASEMENTS

A. Easements for Green Belt, Pond Maintenance, Flood Water, and Other Landscape Reserves

Declarant and the Association reserve for themselves and their successors, assigns, and designees the non-exclusive right and easement, but not the obligation, to enter upon the green belts, landscape reserves, ponds, and other bodies of water located within the Property (a) to install, keep, maintain, and replace pumps in order to obtain water for the irrigation of any of the Common Area, (b) to construct, maintain, and repair any fountain, wall, dam, hardedge, canal, or other structure retaining water therein, and (c) to remove trash and other debris and to fulfill their maintenance responsibilities as provided in this Declaration. Declarant's rights and easements set forth in this provision automatically terminate at such time as Declarant ceases to own any portion of the Property subject to the Declaration. Declarant, the Association, and their designees have an access easement over and across any portion of the Property abutting or containing any portion of any of the green belts and landscape reserves to the extent reasonably necessary to exercise their rights and responsibilities under this Declaration.

There is further reserved, for the benefit of Declarant, the Association, and their designees, a perpetual, non-exclusive right and easement of access and encroachment over the Common Areas in order to enter upon and across such portions of the Property for the purpose of exercising rights and performing obligations under this Declaration. Each person entitled to exercise these easements must use care in, and repair any damage resulting from, the intentional exercise of such easements. Nothing in this Declaration may be construed to make Declarant, the Association, or any other person or entity liable for damage resulting from flood due to hurricanes, heavy rainfall, or other natural disasters.

There is further reserved for Declarant, the Association, and their designees an easement for the overspray of herbicides, fungicides, pesticides, fertilizers, and water over portions of the Property located in proximity to the Common Area, any landscape or open space reserves, greenbelts, canals, ponds, or other bodies of water.

B. Easements to Serve Additional Property

Declarant and the Association, including their duly authorized agents, representatives, employees, designees, successors, assignees, licensees, and mortgagees, have and there is reserved an easement over the Common Areas for the purposes of enjoyment, use, access, and development of any annexed Property made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Areas for construction of roads and for tying in and installation of utilities on any annexed Property.

Declarant and the Association may enter into an agreement with regard to adjacent land owned by Declarant that has not been annexed into this Declaration for the purposes of providing

access to any such adjacent land and sharing the cost of maintenance to any access roadway serving the property. During the Development Period, Declarant may enter into an agreement with an adjacent owner of land not annexed into this Declaration for the purposes of providing access to any such adjacent land and sharing the cost of maintenance to any access roadway serving the property. After the expiration of the Development Period, the Association may enter into an agreement with an adjacent owner of land not annexed into this Declaration for the purposes of providing access to any such adjacent land and sharing the cost of maintenance to any access roadway serving the property. Any such agreement must provide for sharing of costs based on the ratio that the number of Dwellings or buildings on that portion of the property that is served by the easement and is not made subject to this Declaration bears to the total number of Dwellings and buildings within the Property.

C. Utilities and General

There are reserved in favor of Declarant, so long as Declarant owns any Property, the Association, and the designees of each (which may include Williamson County, special purpose districts, and any utility companies) access and maintenance easements (collectively referred to as the “*Access Easements*”) upon, across, over, and under the Property to the extent reasonably necessary for the purpose of replacing, repairing, and maintaining any of the following which may exist now or in the future: cable television systems, Wi-Fi systems, master television antenna systems, monitoring and similar systems, roads, walkways, bicycle pathways, trail systems, wetlands, drainage systems, street lights, signage, and all utilities, including water, sewers, meter boxes, telephone, gas, and electricity (collectively, the “*Systems*”). There are additionally reserved unto Declarant, so long as Declarant owns any Property, the Association, and the designees of each (which may include Williamson County, special purpose districts and any utility companies) an easement for the installation of the foregoing Systems (referred to as the “*Installation Easements*”). Such Installation Easements are restricted in location to the Property that Declarant and the Association own or within easements designated for such purposes on applicable recorded plats of the Property or in other Dedicatory Instruments.

Notwithstanding anything contained in this Declaration to the contrary, driveways and sidewalks are not an encroachment into the Access Easements or Installation Easements; however, Owners, including Builders, must verify all easements affecting their Lot and obtain any necessary approval from the easement holder prior to submission of plans to the ARC. Upon the transfer of title of a Lot from Declarant to an Owner, including Builders, the Access Easement covering the entirety of such Lot automatically reduces in size to the width of the Installation Easements on the Lot.

Notwithstanding anything to the contrary in this Declaration, the Access Easements and Installation Easements do not entitle the holders of such easements to access, construct, or install any of the foregoing Systems over, under, or through any existing Dwelling. Any damage to a Homesite resulting from the exercise of the Access Easements or Installation Easements must promptly be repaired by, and at the expense of, the person or entity exercising the Access Easements or Installation Easements. The exercise of the Access Easements and Installation Easements may not unreasonably interfere with the use of any Homesite.

Without limiting the generality of the foregoing, there are reserved for the local water supplier, electric company, internet provider, cable company, and natural gas supplier easements across all the Common Areas for ingress, egress, installation, reading, replacing, repairing, and maintaining all utilities, including utility meters boxes, installation equipment, water, sewers, telephone, gas, electricity, internet, service equipment, and any other device, machinery, or equipment necessary for the proper functioning of the utility; however, the exercise of this easement does not extend to the unauthorized entry into the Dwelling on any Homesite, except in an emergency. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Property, except as may be approved by the Board or Declarant.

D. Conditions

Owners and Occupants of Lots within the Property are advised that the following conditions exist or may exist within or near the Property (collectively referred to as the “*Conditions*”):

1. The Property may contain a number of manmade, natural, and environmentally sensitive areas that may serve as habitats for a variety of native plants and wildlife, including insects, alligators, bobcats, coyotes, venomous and non-venomous snakes and other reptiles, deer, armadillos, and other animals, some of which may pose hazards to persons or pets coming in contact with them.
2. Several lakes, drainage areas, and existing floodplain areas exist either in proximity to or within the Property. Owners and Occupants are advised that one or more fountains have been or may be installed in the lakes.
3. Reserve areas exist throughout the Property that may be restricted to uses such as, by way of illustration and not limitation, landscape, open space, drainage, or utility purposes.
4. There exists or may exist within or in proximity to the Property one or more parks and a recreation center. The parks and the recreation center are collectively referred to in this Declaration as the “*Recreational Facilities*”.
5. A community trail system exists or may exist within the Property. The community trail system may extend through reserves owned by the Association, by a special purpose district, or by another entity, and may be maintained by the Association or another entity.
6. Surrounding uses and conditions exist or may exist within or in proximity to the Property, including commercial uses (which may include, but are not limited to, hotels, conference centers, restaurants, urban shopping centers and markets, medical and institutional facilities, large corporate campuses, multi-family uses, as well as land that is not owned by Declarant or the Association).

7. Adjacent land that is not owned by the Association or Declarant exists in proximity to the Property, outside of the platted area.

Owners and Occupants are advised that there may be potentially dangerous conditions that exist within or near portions of the Property, such as, by way of illustration and not limitation, the following: holes, streams, roots, stumps, ditches, gullies, flooding, standing water, murky water, erosion, instability of natural topography, insects, reptiles, and animals. It is possible for some or all of these conditions to extend into the Lots within the Property. Each Owner and Occupant of any Lot, and every person entering the Property (i) acknowledges that there are plants and wildlife that are indigenous to the area and are not restrained or restricted in their movements within or throughout the Property; and (ii) assumes all risk of personal injury arising from the presence of such plants and wildlife within the Property. Neither the Association, Declarant, any successor declarant, nor the partners, affiliates, officers, directors, agents, or employees of any of the foregoing, have any duty to take action to control, remove, or eradicate any plant or wildlife in the Property, nor do they have any liability for any injury resulting from the presence, movement, or propagation of any plant or wildlife within or throughout the Property.

OWNERS AND OCCUPANTS OF LOTS WITHIN THE PROPERTY AGREE TO HOLD HARMLESS DECLARANT AND THE ASSOCIATION, INCLUDING THEIR RESPECTIVE DIRECTORS AND OFFICERS, AND RELEASE THEM FROM ANY LIABILITY FOR THE EXISTENCE, PLACEMENT, CONSTRUCTION, DESIGN, OPERATION, REPLACEMENT, AND MAINTENANCE OF THE CONDITIONS AND AGREE TO INDEMNIFY SUCH RELEASED PARTIES FROM ANY LIABILITY RELATED TO SUCH OWNER'S OR OCCUPANT'S USE OF, OR PROXIMITY TO, THE CONDITIONS.

Each Owner and Occupant of a Lot within the Property acknowledges and understands that the Association, its Board, and Declarant are not insurers and that each Owner and Occupant assumes any risks for loss or damage to persons and property. Each Owner and Occupant of a Lot within the Property further acknowledges that the Association, its directors, officers, managers, agents, and employees, Declarant, and any successor declarant have made no representations or warranties, nor has any Owner or Occupant relied upon any representations or warranties, expressed or implied, relative to water levels, water clarity, safety, any use, or any future change in use of the Conditions. Declarant and the Association are not responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of the Conditions within the Property.

Owners of Lots within the Property grant an easement to Declarant and the Association, including their respective designees, for any incidental noise, water, lighting, odors, parking, overspray from fountains, and visibility of the Conditions, as well as traffic that may occur due to the Conditions. There is further reserved for Declarant, the Association, and their designees an easement to the extent necessary over portions of Lots located in proximity to the Conditions for water and overspray of any products used to control vegetation within the Conditions.

Owners and Occupants of Lots that are located in proximity to the Conditions must take care and may not permit any trash, fertilizers, chemicals, petroleum products, environmental

hazards, or any other foreign matters to infiltrate the Conditions. **ANY OWNER OR OCCUPANT PERMITTING OR CAUSING SUCH INFILTRATION MUST INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION, INCLUDING ITS DIRECTORS AND OFFICERS, FOR ALL COSTS OF CLEAN UP AND REMEDIATION NECESSARY TO RESTORE THE CONDITIONS TO THEIR CONDITION IMMEDIATELY PRIOR TO ANY SUCH INFILTRATION.**

Owners of Lots located in proximity to the Recreational Facilities (“*Affected Lots*”) are subject to the risk of damage or injury due to errant sports balls and the use of improvements (if any) existing within the Recreational Facilities. Owners of Affected Lots, their successors, and assigns, assume the risk of damage and injury and release the Association and Declarant, their agents, employees, officers, directors, successors, and assigns, from any liability for damage or injury caused by errant sports balls in, on, or around the Recreational Facilities and the use and improvements (if any) of the Recreational Facilities. There is reserved and granted to Declarant and the Association, as to the Affected Lots, along with Declarant’s and Association’s independent contractors, agents, members, guests, and invitees, a nonexclusive easement over and across the Affected Lots, or portions thereof as provided below, for the following purposes:

- (i) Flight of sports balls over, across, and upon the Affected Lots;
- (ii) Doing of every act necessary and incident to the use of and playing of recreational activities on or within the Recreational Facilities, including, lighting of parking facilities and lighting within the Recreational Facilities; and
- (iii) Creation of noise related to the normal maintenance, operation, use, and recreational activities of the Recreational Facilities, including, but not limited to, the operation of mowing and spraying equipment. Such noise may occur from early morning until late evening.

E. Reclaimed Water

Declarant discloses to each Owner, and each Owner, by acceptance of title to his or her Lot, acknowledges, that Declarant or the Association may use: (i) water from water wells drilled on the Common Area, or (ii) reclaimed water for irrigation of the Common Areas. **THIS WATER IS NOT INTENDED FOR HUMAN CONSUMPTION AND SHOULD NOT BE CONSUMED BY HUMANS.**

ARTICLE IX. DEED RESTRICTION ENFORCEMENT

A. Authority to Promulgate Rules, Policies, and Guidelines

The Board has the authority, without the obligation, to promulgate, amend, cancel, limit, create exceptions to, and enforce rules, policies, and Guidelines, including rules and policies concerning the administration of the Property, the enforcement of the Dedicatory Instruments, the use and enjoyment of the Property, limitations on the use of the Common Area, and establishing and setting the amount of fines for violations of the Dedicatory Instruments and all fees and costs generated in the enforcement of the Dedicatory Instruments. Such rules, policies, and Guidelines are binding upon all Owners and Occupants. The rights and remedies contained

in this Article are cumulative and supplement all other rights of enforcement under applicable law.

B. Attorney's Fees and Fines

In addition to all other remedies that may be available, after giving notice and an opportunity to be heard as may be required by §209 of the Texas Property Code, as same may be amended, the Association has the right to collect attorney's fees and fines as set by the Board from any Owner that is in violation of the Dedicatory Instruments, any applicable Supplemental Amendment or amendments, any Guidelines, or any other rule or regulation promulgated by the Board pursuant to the provisions set forth in this Declaration. The attorney's fees and fines will be added to the violating Owner's Assessment account and are secured by the continuing lien on the Lot.

C. Remedies

Each Owner must comply with all provisions of the Dedicatory Instruments. Failure to comply is grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association. In addition, the Board has the authority, but not the obligation, to enforce the covenants, conditions, and restrictions contained in the Dedicatory Instruments, and to regulate the use, maintenance, repair replacement, modification, and appearance of the Property, and may avail itself of any remedy provided in the Dedicatory Instruments and local, state, and federal law. Notwithstanding anything contained in this Declaration to the contrary, the Board has no duty to institute legal or other proceedings on behalf of or in the name of an Owner.

The Board has the sole discretion to determine whether to pursue enforcement action in any particular case. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

- (i) the Association's position is not strong enough to justify taking any or further action;
- (ii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or
- (iii) that it is not in the Association's best interests, based upon hardship, expense, or other criteria, to pursue enforcement action.

Such decision is not a waiver of the Association's right to enforce such provision at a later time under other circumstances and does not preclude the Association from enforcing any Dedicatory Instrument.

D. Enforcement by Owners

Each Lot Owner, at his or her own expense, is empowered to enforce the covenants, conditions and restrictions contained in this Declaration, any amendment to this Declaration, any

Supplemental Amendment to this Declaration, and any amendment to any Supplemental Amendment; provided, however, no Owner has the right to enforce the lien rights retained in this Declaration or any Supplemental Amendment in favor of the Association or other rights, regarding Assessments, fines, or other charges retained by the Association.

E. Self Help

“*Self Help*” means the authority, but not the obligation, of the Association, upon approval of not less than a majority of the Board members, to enter upon a Lot, Homesite or other area that is an Owner’s responsibility to maintain (such as sidewalks that may be adjacent to an Owner’s Lot) and to cause to be performed any of the Owner’s maintenance and repair obligations, or acts required by that Owner to bring his/her Lot, Homesite, or other area into compliance with the Dedicatory Instruments, if the Owner fails to perform same after written demand from the Board. Except in the case of emergency situations, the Association must give the violating Owner a minimum of 5 days written notice (calculated using the date reflected on such notice) of its intent to exercise Self Help. The Board has the sole discretion to determine whether any given situation constitutes an emergency.

Self Help also includes the authority, but not the obligation, of the Association, upon approval of not less than a majority of the Board members, to cause the removal of any unapproved item placed upon the Common Area or Area of Common Authority by an Owner or Occupant, including by way of illustration and not limitation, storage pods, trailers, recreational vehicles, boats, or construction materials. Notwithstanding the 5 day written notice provision set forth above, the Association may, but is not required to, provide written notice to a violating Owner or Occupant prior to the exercise of Self Help to remove an unapproved item placed upon the Common Area or Area of Common Authority by an Owner or an Occupant.

In exercising its Self Help remedy, the Association is not subject to any liability for trespass, other tort, or damages in connection with or arising from such exercise of Self Help, nor in any way is the Association or its agent liable for any accounting or other claim for such action. The Association has the right, but not the obligation, to enter into any Lot, Homesite, or other area for emergency, security, and safety reasons, and to inspect for the purpose of ensuring compliance with the Dedicatory Instruments, which right may be exercised by the Board, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties.

Any costs incurred by the Association in the exercise of its Self Help remedy are the personal obligation of the person or entity who was the Owner of the Lot at the time when the Self Help costs were incurred. The costs incurred by the Association in exercising its Self Help remedy, which costs may include, by way of illustration and not limitation, the actual costs incurred by the Association and an administrative fee set by the Board, may be charged to the subject Owner’s Assessment account and are supported by the continuing lien created in this Declaration.

ARTICLE X. ARCHITECTURAL RESTRICTIONS

NOTE WELL: The provisions of this Article are broad and sweeping and regulate an extremely wide range of activities. Owners are advised to review this Article and the Guidelines carefully before commencing any work or engaging in any activity on or in connection with their Lot or Dwelling to ensure they comply with all of the provisions set forth in this Declaration and in the Guidelines. Work commenced, performed, or completed without prior approval as required in this Declaration, in the Guidelines, or otherwise in violation of the terms of the Dedicatory Instruments or applicable law may subject the Owner of the Lot to substantial costs, expenses, fees, and penalties, which may be in addition to a requirement that the Lot or Dwelling be restored to its original condition. References in this Declaration to ARC approval mean the prior written approval of the ARC.

A. Architectural Review Committee

The ARC is a committee of the Board. In the absence of a designation by Declarant, the initial ARC is composed of the individuals designated as the initial members of the Board as set forth in the Association's Certificate of Formation; provided, however, Declarant has the sole authority to designate all members of the ARC who need not be members of the Board. One member of the ARC may be designated as the representative to act on behalf of the ARC. During the Development Period, Declarant reserves the right to appoint replacements as necessary by reason of resignation, removal, or incapacity. At any time prior to the happening of the ARC Turnover (defined below), Declarant may, without obligation, assign to the Board, or to such other person Declarant deems appropriate, all or a portion of Declarant's ARC rights or the responsibility for review and approval of modifications to existing Dwellings.

Declarant has the right of ARC appointment and removal until the first to occur of the following (the "*ARC Turnover*"):

1. Declarant no longer owns any portion of the Property, or
2. Declarant relinquishes, in writing, its authority over ARC appointment.

Upon ARC Turnover, the Board has the right to replace the ARC members by duly appointing Owners who are Members in Good Standing with the Association. Provided, however, the Board may not appoint to the ARC an Owner who is (i) a current Board member, (ii) a current Board member's spouse, or (iii) a person residing in a current Board member's household. After the ARC Turnover, the Board reserves the right to appoint replacements as necessary by reason of resignation, removal, or incapacity. Such removal or appointment is at the sole authority and discretion of the Board. The Board has the right to review any action or non-action taken by the ARC and is the final authority as to all ARC matters, including aesthetics and determination of the Community-Wide Standard.

Guidelines may be promulgated and amended by Declarant during the Development Period. After the expiration of the Development Period, Guidelines may be promulgated and amended by the Board; provided, however, any such amendments may not be applied

retroactively to reverse a prior approval granted by the ARC or the Board to any Owner. Guidelines may be modified or amended as deemed necessary and appropriate for the orderly development of the Property, including those portions of the Guidelines regarding workmanship, materials, building methods, observance of requirements concerning installation and maintenance of public utility facilities and services, and compliance with governmental regulations. Subject to the provisions in this Declaration, there is no limitation on the scope of amendments to the Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Guidelines less restrictive. The rules, standards, and procedures set forth in the Guidelines, as same may be amended from time to time, are binding and enforceable against each Owner in the same manner as any Dedicatory Instrument. Further, different Guidelines for additional property that may be annexed into the Property may be promulgated.

The ARC has the authority, but not the obligation, to delegate review and approval or denial of plans for modifications of existing improvements within the Property to a Modifications Committee. The members of the Modifications Committee may be appointed and removed by Declarant during the Development Period, and thereafter by the Board. A denial by the Modifications Committee, if it is created, may be appealed to the ARC.

B. ARC Approval Required

No building, Hardscape, addition, modification (including tree removal) or improvement may be erected, placed, or performed on any Lot or Homesite until the construction plans and specifications, including the site plan, design development plan, and exterior plan have been submitted in duplicate to and approved in writing by the ARC. Further, the ARC may review, approve, or deny applications for improvements within right-of-way areas that are adjacent to a Lot; provided, however, the Association, the Board and the ARC are not liable for any injuries or damages that may arise from or may be related to any approved improvements located within a right-of-way area adjacent to a Lot.

The failure of the ARC to approve submitted applications for the construction of improvements within 30 days after the receipt thereof will be deemed to be a decision by the ARC denying the application. After the ARC Turnover, a decision by the ARC to deny an application by an Owner for the construction of improvements may be appealed to the Board. The ARC will provide written notice of the denial to the Owner and the Board will hold a hearing in accordance with Texas Property Code §209.00505 or its successor statute.

In no case may construction begin prior to approval of plans by the ARC. If plans are disapproved, no construction may commence until revised plans are submitted and approved by the ARC. The Board has the right to establish and charge a review fee to be paid at the time of submittal of plans and any revisions. If a fee is set and not paid, the 30-day time period set out in this Declaration will not begin to run until the fee is paid.

In reviewing each application, the ARC may consider any factors it deems relevant, including harmony of the proposed external design with surrounding structures and the environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that such determinations are purely subjective and that opinions may vary as to the

desirability or attractiveness of particular improvements. Subject to the Board's authority in this Declaration, the ARC has the sole discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment, and such determinations are not subject to the alternative dispute resolution procedures set forth in this Declaration or to judicial review so long as they are made in good faith and in accordance with required procedures.

The ARC is vested with the right, but not the obligation, to refuse to review a request for an improvement or modification, or to deny such a request, if the Owner requesting same is not a Member in Good Standing. The Board, on behalf of the ARC, may retain or delegate review of plans and specifications to a designated AIA architect or to such other person or firm as may be designated by the Board, experienced and qualified to review same, who may then render an opinion to the ARC or the Board. Approval of plans and specifications does not cover or include approval for any other purpose and specifically, but without limitation, may not be construed as any representation as to or responsibility for the structural design or engineering of the improvement or the ultimate construction thereof.

The Board has the authority to require any Owner or an Owner's agents or contractors to cease and desist in constructing or altering any improvements on any Homesite where such improvements have not first been reviewed and approved by the ARC or constitute a violation of the Dedicatory Instruments or any other documents promulgated by the Board pursuant to the provisions set forth in this Declaration. Written notice may be delivered to an Owner or any agent or contractor with apparent authority to accept same, and such notice is binding on the Owner as if actually delivered to the Owner. The violating Owner must remove such violating improvements or sitework at its sole expense and without delay, returning same to its original condition or bringing the Homesite into compliance with the Dedicatory Instruments and any plans and specifications approved by the ARC for construction on that Homesite. If an Owner proceeds with construction that is not approved by the ARC, or that is a variance of the approved plans, the Association may assess fines as provided for in this Declaration and may continue to assess such fines until ARC approval is granted or the violation is removed. This Declaration is notice of such liability for a violation, and Owners agree to bear the cost and expense to cure any violations according to this provision, regardless of the substantial cost, time, or loss of business involved. Each Owner acknowledges that it might not always be possible to identify objectionable features of proposed construction or alteration of improvements until such construction or alteration is completed, in which case it may be unreasonable to require changes to the improvements involved; however, the ARC may refuse to approve similar proposals in the future.

The Board (or its agents or assigns) has the right, but not the obligation, to enter any Lot or Homesite to determine if violations of this Declaration, the Guidelines, or any other Dedicatory Instrument exist. In so doing, the Board, its agents, or assigns are not subject to any liability for trespass, other tort, or damages in connection with or arising from such entry, nor in any way is the Association or its agents liable for any accounting or other claim for such action.

The ARC has the right to set time constraints for both the "**Commencement of Construction**" (which means the issuance of a slab permit) and "**Completion of Construction**" (which means the issuance of a certificate of occupancy). The Commencement of Construction must occur within 180 days from the date of plan approval, or other later date as determined by

the ARC. The Completion of Construction must occur no later than 2 years from the Commencement of Construction, or other later date as determined by the ARC. The ARC has the discretion to extend previously approved deadlines for Commencement of Construction and Completion of Construction. If Commencement of Construction fails to occur by the time frame established in this Declaration (or otherwise set by the ARC pursuant to this provision) or is not completed by the Completion of Construction time frame established in this Declaration (or otherwise set by the ARC pursuant to this provision), the plans will be deemed not approved and must be re-submitted for ARC review and approval. In the event of any such re-submission of plans, the ARC has the discretion to determine the time constraints for the Commencement of Construction and Completion of Construction, which may be set on an expedited basis as determined by the ARC.

Notwithstanding the foregoing, during the Development Period, Builders may submit their design plans for ARC review as master design plans, which plans must include all specifications, including specifications as to brick color and paint color, that may be used when building each design. Upon ARC approval of a Builder's master design plans, the time frames for Commencement of Construction and Completion of Construction as set forth in the applicable purchase agreement between Declarant and the Builder (the "**Contract**") control. If construction fails to commence by the designated date set forth in the Contract or is not completed by the designated completion date set forth in the Contract, the plans will be deemed not approved and must be re-submitted for ARC review and approval. In the event of any such re-submission of plans, the ARC has the discretion to determine the time constraints for the Commencement of Construction and Completion of Construction, which may be set on an expedited basis as determined by the ARC.

C. Building Setbacks

No Dwelling or other structure (including any protrusion from same) may be placed nearer to any street or property line than as established in this Declaration, in a Supplemental Amendment, in the Guidelines, on the applicable plat, or in another Dedicatory Instrument. In the event there is a conflict between the Guidelines, this Declaration, any other documents imposed upon the Property that contain a setback requirement, and the applicable plat, the more restrictive will control. Notwithstanding anything to the contrary in this Declaration, in no case may any setback on a Lot be less than the width of any easement existing on the Lot, as shown on the applicable plat. All Dwellings must be oriented to the front of the Lot. The ARC has discretion to designate the "front" of a Lot. Unless otherwise provided on the applicable plat or other Dedicatory Instrument, no Dwelling may be built within 5 feet of a side Lot line. Unless otherwise provided on the applicable plat or other Dedicatory Instrument, all Lots must have a minimum rear setback of the greater of 10 feet or the width of any easement.

The combining of no more than 2 Lots to create 1 Homesite may be permitted subject to prior written approval of the ARC and partial release(s) by Declarant, to the extent necessary, of easements created in this Declaration. All governmental requirements must be complied with as to combining 1 Lot with another Lot. If Lots are combined, the side set back lines must be measured from resulting side property lines rather than from the Lot lines as indicated on the applicable plat. The combining of 2 Lots does not forgive the obligation to pay Assessments on

all Lots so combined. By way of example and not limitation, if 2 Lots are combined to create 1 Homesite, the Homesite is obligated to pay 2 Assessments.

D. Landscaping

All open, unpaved space on a Homesite must be planted and landscaped. Landscaping in accordance with the plans approved by the ARC must be installed prior to occupancy of any Dwelling constructed on the Property. Where applicable, Owners are responsible for maintaining and irrigating the landscaping within the adjacent right-of-way located between the boundary of their Lot and the street. Any significant changes in the existing landscaping on any Homesite must have prior written approval from the ARC.

Notwithstanding anything contained in this Declaration to the contrary, landscaping minimum standards may be established in the Guidelines. The ARC has the discretion to determine if the landscaping on a Lot does not meet the minimum standards established in this Declaration or in the Guidelines.

E. Grading and Drainage

Topography of each Homesite must be maintained with proper grading and drainage systems such that runoff of water (rain or other precipitation, or manmade irrigation) does not cause undue erosion of the subject Homesite itself or any other Homesites, whether adjacent to the subject Homesite or not, or to the Common Areas. Owners causing (either directly or indirectly) erosion or other incidental damage to personal or real property due to inadequate or defective grading or drainage measures on their own Homesite or due to excess runoff are liable to all such damaged parties for the replacement, repair, and restoration of such damaged real or personal property. Each Owner is responsible for ensuring that his Lot meets all local, state, and federal rules and regulations regarding drainage and run-off.

F. Temporary Structures

Temporary structures may only be erected on the Property by (i) Declarant, (ii) the Association, or (iii) Builders with the prior written approval of the ARC. By way of illustration and not limitation, temporary structures may include construction trailers and temporary construction debris receptacles. All temporary structures must be maintained in good condition and all construction debris must be contained to the site. Time limitations for such structures are limited to the period of active and exclusive construction and sales within the Property.

G. Garages

Dwellings must at all times have either attached or detached garages. Garages are required to maintain fully operational overhead doors which are in good condition at all times. No garages may be used for or converted to a living area.

H. Square Footage Requirements

The minimum square footage of living area for Dwellings will be designated in a Dedicatory Instrument as the Property is developed over time. Care should be taken to verify the required minimum and maximum square footage before submitting any application to the ARC.

Notwithstanding anything contained in this Declaration to the contrary, Declarant reserves the unilateral right to develop the Property, and any additional property which may be subjected to this Declaration, in any manner consistent with residential use, including Dwellings which may contain higher or lower square footage in other portions of the Property.

ARTICLE XI. MAINTENANCE

A. General Maintenance

Each Owner must maintain and keep in good repair his or her Dwelling and all structures, parking areas and other improvements, including the driveway and its apron portion forward of the building line, comprising the Homesite. All structures and other improvements designed to be painted must be kept painted and the paint may not be allowed to become faded, cracked, flaked, or damaged in any manner. Grass, shrubs, trees, and other landscaping on each Homesite must be trimmed as often as necessary to maintain the same in a neat and attractive condition. Grass growing onto or over sidewalks, driveways, and curbs is presumed to be unattractive. Each Owner must ensure that weeds on his or her Lot are treated or removed.

Sidewalks, curbs, and driveways servicing a particular Lot, whether constructed within the boundaries of such Lot or within the street right-of-way adjacent to such Lot, must be maintained, repaired, and replaced, as needed, by the Owner of such Lot, subject to prior written approval of the ARC. Where applicable, each Owner is also responsible for maintaining and irrigating the landscaping within the adjacent public right-of-way located between the boundary of their Lot and the street. Owners may not remove grass, trees, shrubs, or similar vegetation from this area without prior written approval from the ARC.

B. Landscaping

In the event an Owner of a Homesite within the Property fails to maintain the landscaping, grass, or vegetation of his Homesite in a manner consistent with the Community-Wide Standard established within the Property and satisfactory to the Board, the Board, after providing notice as may be required by law setting forth the action intended to be taken by the Association and after approval by a majority vote of the Board, has the right, but not the obligation, through its agents, contractors, or employees, to exercise its Self Help remedy to bring the Owner's Lot into compliance with this provision.

C. Dwelling and Improvement Exteriors

In the event an Owner of a Homesite fails to maintain the exterior of his Homesite or improvement (including the exterior of the Dwelling, improvement, or other structures, and the parking areas) in a manner consistent with the Community-Wide Standard established within the

Property as solely determined by the Board, the Board, after providing notice as may be required by law setting forth the action intended to be taken by the Association and after approval by a majority vote of the Board, has the right, but not the obligation, through its agents, contractors, or employees, to enter upon the Homesite and exercise its Self Help remedy to bring the Owner's Lot into compliance with this provision.

D. Other Hazards

To the extent necessary to prevent pest infestation, diminish fire hazards, or diminish hazards caused by structural damage, the Association has the right, but not the obligation, through its agents, contractors, or employees, to enter any unoccupied Dwelling or other improvement located upon the Homesite, without notice to take the action necessary to prevent such pest infestation, diminish such fire hazards, or diminish hazards caused by structural damage at the Owner's expense. Any such expenses, including administrative fees set by the Board, incurred by the Association are secured by the continuing lien created in this Declaration.

E. Liability, Cost, and Approval

Neither the Association nor its agents, contractors, or employees are liable, and are expressly relieved from any liability, for trespass or other tort in connection with the exercise of its Self Help remedy, including the performance of the exterior maintenance, landscaping, or other work authorized in this Declaration. The cost, including administrative fees set by the Board, of such exterior maintenance, interior hazard diminution, and other work is the personal obligation of the Owner of the Homesite on which it was performed and is part of the Assessment payable by the Owner and secured by the lien retained in the Declaration. Alternatively, the Association or any Owner of a Homesite may bring an action at law or in equity to cause the Owner to bring the Homesite into compliance with these restrictions.

All Owners' replacement, repair, and restoration practices as to the improvements on Property within Nolina are subject to the prior written approval of the ARC and must comply with all Guidelines which may change from time to time, as found necessary and appropriate in the discretion of the Board.

F. Casualty Losses

It is the Owner's obligation to have repaired or reconstructed any damage or destruction to his or her Dwelling or Lot.

If a Dwelling, landscaping, Outbuilding, or any other improvement located on a Lot is damaged by fire, storm, or any other casualty, the Owner must bring the affected Lot and all improvements thereon, as applicable, into compliance with the Dedicatory Instruments within the time period established by the Association on a case-by-case basis, pursuant to the architectural requirements and approval process set forth in the Dedicatory Instruments. Regarding a Dwelling that is totally destroyed due to casualty, the Owner(s) of the Dwelling must have the Dwelling or damaged portions of the Dwelling razed within the time period established by the Association on a case-by-case basis and replaced within the time period

established by the Association on a case-by-case basis, with such replacement subject to ARC prior written approval.

ARTICLE XII. VARIANCES

The Board, or its duly authorized representative, may authorize variances from compliance with any of the architectural provisions of this Declaration or the Dedicatory Instruments, unless specifically prohibited, including restrictions upon height, size, placement of structures, or similar restrictions, when circumstances such as topography, natural obstruction, hardship, aesthetic, or environmental considerations may require. Such variances must be evidenced in writing, must be approved by at least a majority of the Board, and are effective upon recording. The variance must be signed by a member of the Board and recorded in the Official Public Records of Williamson County, Texas. If such variances are granted, no violation of the covenants, conditions, or restrictions contained in this Declaration or the Dedicatory Instruments may be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance does not operate to waive any of the terms and provisions of this Declaration or the Dedicatory Instruments for any purpose except as to the particular provision covered by the variance, nor does it affect in any way the Owner's obligation to comply with all applicable governmental laws and regulations.

No granting of a variance may be relied on by any Member or Owner, or any other person or entity (whether privy or party to the subject variance or not), as a precedent in requesting or assuming a variance as to any other matter of potential or actual enforcement of any provision of this Declaration or the Dedicatory Instruments. Action of the Board in granting or denying a variance is a decision based expressly on one unique set of circumstances and need not be duplicated for any other request by any party or the same party for any reason whatsoever.

Notwithstanding anything contained in this Declaration to the contrary, during the Development Period, Declarant has the unilateral right to grant a variance of any of the covenants, conditions, and restrictions contained in the Dedicatory Instruments so long as the variance is in keeping with the aesthetics of the Property.

ARTICLE XIII. LIMITATION OF LIABILITY

DECLARANT, THE ASSOCIATION, THE ARC, THE BOARD, AND THE RESPECTIVE OFFICERS, AGENTS, MANAGERS, PARTNERS, DIRECTORS, SUCCESSORS, OR ASSIGNS OF THE FOREGOING, ARE NOT LIABLE IN DAMAGES OR OTHERWISE TO ANYONE WHO SUBMITS MATTERS FOR APPROVAL TO ANY OF THE AFOREMENTIONED PARTIES, OR TO ANY OWNER AFFECTED BY THIS DECLARATION BY REASON OF MISTAKE OF JUDGMENT, NEGLIGENCE, OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL, DISAPPROVAL, OR FAILURE TO APPROVE OR DISAPPROVE OF ANY MATTERS REQUIRING APPROVAL. APPROVAL BY THE ARC, THE BOARD, THE ASSOCIATION, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, MANAGERS, SUCCESSORS OR ASSIGNS, IS NOT INTENDED AS ANY KIND OF REPRESENTATION, WARRANTY, OR GUARANTEE

AS TO COMPLIANCE WITH LOCAL OR STATE LAWS AS TO THE INTEGRITY OR WORKABILITY OF THE PLANS OR AS TO THE CONTRACTORS USED.

ARTICLE XIV. ASSESSMENTS

A. Creation of the Lien and Personal Obligation of Assessments

The Owners of any Lot, by virtue of ownership of a Lot within the Property, covenant and agree to pay to the Association all applicable assessments and any fines, penalties, interest, and costs as more particularly set forth in this Declaration and any Supplemental Amendment, including the following:

1. Annual Assessment
2. Special Assessment
3. Capitalization Fee

The Annual Assessment, Special Assessment, Capitalization Fee, and any other assessment or charge set forth in this Declaration or in a Dedicatory Instrument (individually sometimes referred to as an “*Assessment*” and collectively, the “*Assessments*”), together with attorney’s fees, late fees, interest, and costs, are a charge and continuing lien in favor of the Association upon the Homesite and Lot against which each such Assessment is made. Each such Assessment, together with attorney’s fees, late fees, interest, and costs, is also the personal obligation of the person or entity who was the Owner of the land at the time when the Assessment became due. No diminution or abatement of Assessments or set-off may be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or to perform some function required to be taken or performed by the Association or the Board under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association. The obligation to pay Assessments is a separate covenant on the part of each Owner of a Lot.

B. Annual Assessments

1. Purpose

The Lots within the Property are subject to the “*Annual Assessment*”. Annual Assessments levied by the Association may be used for any legal purpose for the benefit of the Property as determined by the Board and, in particular, may include maintenance, repair or improvement of any Common Area, Area of Common Authority, sidewalks, trail systems, pathways, fountains, parkways, private streets and roads, entry gates installed as a controlled access system, boulevards, esplanades, setbacks and entryways, street lighting, landscape architecture, greenbelts, fences or walls, regulatory signage or directional signage, signalization, special pavement markings, entrances and entrance monuments, public or private art or sculptures; patrol service, street cleaning, mosquito control, reserve funds, and other services as may be in the Property’s and Owners’ interest and all buildings, services, improvements and facilities deemed necessary or desirable by the Board in connection with the administration, management, control, or operation of the Property. The Association may, in its sole discretion, give one or more of

the purposes set forth in this provision preference over other purposes, and it is agreed that all expenses incurred, and expenditures and decisions made by the Association in good faith are binding and conclusive on all Members. Parkways, fountains, private streets, roads, esplanades, setbacks, and entryways that are not contained in any Common Area may be included in the Association's maintenance if, in the sole discretion of the Board, the maintenance of such areas benefits the Association's Members. Such share agreements for maintenance and improvement require the consent of a majority of the total number of directors of the Association. Additionally, Annual Assessments levied by the Association may be used, in the sole discretion of the Association, to pay the Association's fair allocation for costs related to the participation in any agreement with other property owners associations or with owners or operators of nearby property for the benefit of Association Members, such as to consolidate services, reduce costs, and provide consistency and economy of scale. Approval to enter such agreements requires a majority vote of the Board, and the Board may act unilaterally to negotiate, execute, modify, or terminate such contractual arrangements.

2. Creation

Payment of the Annual Assessment is the obligation of each Owner, subject to the provisions below, with such payment secured by the lien created in this Declaration, binding and enforceable as provided in this Declaration.

3. Rate

The initial Annual Assessment established by the Association is \$660.00 per Lot. The combining of 2 or more Lots does not forgive the obligation of the Owner(s) of such combined Lots to pay Annual Assessments on all Lots so combined. By way of example and not limitation, if 2 Lots are combined to create 1 Homesite, the Homesite is obligated to pay 2 Annual Assessments.

In the event that there is a deficit between the total approved operating budget for the year and the total amount of Annual Assessments due from Class A Members (the "**Deficit**"), Declarant must elect annually to either (i) pay the Deficit and not pay Annual Assessments, or (ii) pay Annual Assessments at the rate of 50% of the Annual Assessment amount assessed Class A Members for each Lot it owns within the Property. Notwithstanding anything contained in this Declaration to the contrary, Declarant is vested with the authority, without the obligation, to elect to pay the lesser of the options set forth in the previous sentence, even if the option selected results in Declarant owing nothing. In the event that there is no Deficit, Declarant has no obligation to pay Annual Assessments as to any Lots that it may own.

Declarant is required to provide written notice to the Board each year by September 1st of its elected option. Failure to provide such notice will result in Declarant being billed in the manner of the last option taken by Declarant. If no option has ever been taken by Declarant, then Declarant will be billed the difference between the total approved operating budget for the year less the total amount due by Class A Members.

Declarant's obligation to fund the Deficit automatically terminates without further action or consent by any party when Declarant no longer owns any portion of the Property.

A Builder must pay Annual Assessments for Lots that it owns at the rate of 100% of the Annual Assessment amount assessed other Lot Owners, for the period of time that the Builder owns a Lot. Notwithstanding anything contained in this Declaration to the contrary, any Lot being used by Declarant as a model home or sales office Lot is not subject to any Assessments created in this Declaration. Upon conveyance of such model home or sales office Lot to a purchaser, the Lot is subject to all Assessments and charges provided for in this Declaration and as secured by the lien created in this Declaration.

4. Commencement

For purposes of calculation, the initial Annual Assessment for a Lot commences on the date of transfer of the Lot to the Owner. Thereafter, Annual Assessments are due in advance on January 1st for the coming year and are delinquent if not paid in full as of January 31st of each year.

5. Proration

An Owner's initial Annual Assessment is made for the balance of the calendar year as determined on a pro-rata basis and is due and payable on the commencement date described above. The Annual Assessment for any year after the first year is due and payable on the first day of January. Any Owner who purchases a Lot or Lots after the first day of January in any year is personally responsible for a pro-rated Annual Assessment amount for that year.

6. Levying of the Annual Assessment

The Annual Assessment is levied at the sole discretion of the Board. The Board is responsible for determining the sufficiency or insufficiency of the then-current Annual Assessment to reasonably meet the expenses for providing services and capital improvements within the Property and may, at its sole discretion and without a vote by the Members, increase the Annual Assessment in an amount up to 10% annually. The Annual Assessment may only be increased by more than 10% annually if such increase is approved by Owners of a majority of the Lots present, in person or by proxy, at a meeting called for this purpose at which a quorum is present in person or by proxy. The Annual Assessment may not be adjusted more than once in a calendar year, nor may any increase be construed to take effect retroactively, unless otherwise approved by Owners of a majority of the Lots subject to such Annual Assessments present at a meeting called for this purpose at which a quorum is present in person or by proxy.

Annual Assessments must be paid in such manner and on such dates as the Board may establish, which may include discounts for early payment or similar time/price and method of payment differentials. The Board may require advance payment of Annual Assessments at closing of the transfer of title to a Lot and may impose special requirements for Owners with a history of delinquent payment.

The annexation of all or a portion of property adjoining the Property may result in the Board adjusting the rate of Annual Assessments to be charged to the annexed property such that the adjusted Annual Assessments might not be uniform with the Annual Assessments being charged to other Owners. The Board has the absolute discretion to determine any such adjustment on a case-by-case basis.

C. Special Assessment

In addition to the Annual Assessment authorized above, the Association may levy a “**Special Assessment**” applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, modification, repair, or replacement of a capital improvement in the Common Area or Area of Common Authority, or any unbudgeted expenses or expenses in excess of those budgeted, or unusual, infrequent expenses benefiting the Association, provided that any such Special Assessment must have the approval of both (i) the Owners of a majority of the Lots present at a meeting duly called for this purpose at which a quorum is present in person or by proxy; and (ii) the written approval of Declarant during the Development Period. Such Special Assessments are due and payable as set forth in the resolution authorizing such Special Assessment and may be levied only against those Owners subject to the Annual Assessment as set forth above and are prorated in accordance therewith. The Association, if it so chooses, may levy a Special Assessment against only those Lots benefited by or using the capital improvement for which the Special Assessment is being levied. Special Assessments are due upon presentment of an invoice, or copy thereof, for the same to the last-known address of the Owner. Declarant is not obligated to pay Special Assessments.

D. Capitalization Fee

Each person or entity acquiring title to a Lot (“**Grantee**”) within the Property covenants and agrees to pay to the Association a capitalization fee (the “**Capitalization Fee**”) for such acquired Lot, which Capitalization Fee is an amount equal to 100% of the then-current Annual Assessment rate, unless otherwise determined by the Board. Notwithstanding the foregoing, the Capitalization Fee for a Builder acquiring title to a Lot is an amount equal to 50% of the then-current Annual Assessment rate applicable to Lot Owners other than Builders, unless otherwise determined by the Board. Capitalization Fees are payable to the Association on the date of the transfer of title to a Lot and are not prorated. The Capitalization Fee is in addition to, not in lieu of, the Annual Assessment and is not an advance payment of such Annual Assessment. The payment of the Capitalization Fee is secured by the continuing lien set forth in this Declaration, and the Capitalization Fee is collected in the same manner as Assessments.

A transferring Owner must notify the Association’s Secretary, or managing agent, of a pending title transfer at least 7 days prior to the transfer. Such notice must include the name of the Grantee, the date of title transfer, and any other information as the Board may require. Capitalization Fees may be used by the Association for any purpose which, in the Association’s sole discretion, is for the benefit of the Property, including the placement of Capitalization Fees in a reserve account.

1. Exempt Transfers. Notwithstanding the above, a Capitalization Fee will not be levied upon the transfer of title to a Lot:

- a. to Declarant;
 - b. by a co-Owner to a person who was a co-Owner immediately prior to such transfer;
 - c. to the Owner's estate, trust, surviving spouse, or child;
 - d. to any entity wholly owned by Declarant; provided, upon any subsequent transfer of an ownership interest in such entity, the Capitalization Fee will become due;
 - e. to the Association; or
 - f. by the Association.
- E. Collection and Remedies for Assessments
1. The Assessments provided for in this Declaration, together with attorney's fees, interest, late fees, and costs as necessary for collection (including payment processing costs that may be charged by the Association, which may include pay-to-pay fees), are a charge on and a continuing lien upon the land in favor of the Association against which each such Assessment is made. Each such Assessment, together with attorney's fees, interest, late fees, and costs, is also the personal obligation of the Owner of the Lot at the time the Assessment became due.
 2. Any Assessment not paid within 30 days after the due date bears interest from the due date at the lesser of (a) 18% or (b) the maximum non-usurious rate of interest. No Owner may waive or otherwise escape liability for the Assessments provided for in this Declaration by reason of non-use or abandonment.
 3. In order to secure the payment of the Assessments hereby levied, a lien is created in favor of the Association. Such lien runs with title to each Lot within the Property and may be foreclosed upon by the Association pursuant to the laws of the State of Texas. Each Owner grants a power of sale to the Association to sell such property upon default in payment by any amount owed. Alternatively, the Association may judicially foreclose the lien or maintain an action at law to collect the amount owed.
 4. The President of the Association, or his or her designee, is appointed trustee to exercise the Association's power of sale. The trustee will not incur any personal liability except for his or her own willful misconduct.
 5. Although no further action is required to create or perfect the lien, the Association may, as further evidence of the lien, give notice of the lien by executing and recording a document setting forth notice (i) that delinquent sums are due the Association at the time such document is executed and (ii) the fact that a lien exists to secure the repayment thereof. The failure of the Association to execute and record any such document does not affect the validity, enforceability, or priority of the lien. If required by law, the Association will also give notice and an opportunity to cure the delinquency to any holder

of a lien that is inferior or subordinate to the Association's lien, pursuant to Section 209.0091 of the Texas Property Code, or its successor statute.

6. In the event the Association has determined to foreclose its lien provided in this Declaration and to exercise the power of sale hereby granted, such foreclosure will be accomplished pursuant to the requirements of Sections 209.0091 and 209.0092 of the Texas Property Code by first obtaining a court order in an application for expedited foreclosure under the rules adopted by the Supreme Court of Texas. Notwithstanding anything contained in this Declaration to the contrary, in the event that the laws of the State of Texas are changed to no longer require a court order in an application for expedited foreclosure, the Association may pursue foreclosure of its lien via any method established in this Declaration, including nonjudicial foreclosure, as may be permitted by the then-current law, without the necessity of amending this Declaration.

7. At any foreclosure proceeding, any person or entity, including Declarant, the Association, or any Owner, has the right to bid for such Lot at the foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period such foreclosed Lot is owned by the Association following foreclosure, (1) no right to vote may be exercised on its behalf and (2) no Assessment may be levied on it. Out of the proceeds of such sale, there will be paid first, all expenses incurred by the Association in connection with such default, including attorney's fees and trustee's fees; second, from such proceeds there will be paid to the Association an amount equal to the amount of Assessments in default inclusive of interest, late charges, and attorney's fees; and third, the remaining balance, if any, will be paid to such Owner. Following any such foreclosure, each Occupant of any such Lot foreclosed on, and each Occupant of any improvements thereon will be deemed to be a tenant-at-sufferance and may be removed from possession by any lawful means.

F. Subordination of the Lien to Purchase Money Mortgages

The lien for Assessments, including interest, late charges, costs, and attorney's fees, provided for in this Declaration is subordinate to the lien of any purchase money mortgage (including any renewal, extension, rearrangement or refinancing thereof) on any Lot or Homesite, including the purchase money mortgage lien held by the Lienholder as to Lots and Homesites owned by Declarant. The sale or transfer of any Lot or Homesite does not affect the lien and the sale or transfer will not relieve such Lot or Homesite from lien rights for any Assessments thereafter becoming due. Where the Lienholder, other mortgagee holding a purchase money mortgage of record, or other purchaser of a Lot or Homesite obtains title pursuant to foreclosure of the mortgage, it is not liable for the share of the Assessments or other charges by the Association chargeable to such Lot or Homesite that became due prior to such acquisition of title; however, from the date of foreclosure forward, such Assessments will again accrue and be payable to the Association.

G. Notice of Delinquency

When the Association or its agent or designee gives a written notice of the Assessment to any Owner who has not paid an Assessment that is due under this Declaration, such notice will

be mailed to the Owner's last known address. The address of the Lot or Homesite is presumed to be the address for proper notice unless written notice of another address has been provided by the Owner to the Association.

ARTICLE XV. MODIFICATION AND TERMINATION OF COVENANTS

Notwithstanding anything contained in this Declaration to the contrary, in the event this Declaration, or a Supplemental Amendment is amended and restated in the future, such amendment and restatement will not affect or disturb the lien created in this Declaration or any annexation accomplished by the Supplemental Amendment, which lien and annexation will continue to be in full force and effect from the date the Declaration and Supplemental Amendment were recorded.

A. Amendment by Declarant

In addition to the specific amendment rights granted elsewhere in this Declaration, until termination of the Development Period, Declarant may unilaterally amend this Declaration and any Supplemental Amendment for any purpose; provided, however, any such amendment may not adversely affect the title to any Lots or Homesites unless the Owner consents to the amendment in writing.

After the expiration of the Development Period, Declarant may unilaterally amend this Declaration and any Supplemental Amendment at any time without the joinder or consent of any Owner, entity, Lender or other person if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on Lots and Homesites; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots or Homesites; (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on Lots or Homesites; or (e) necessary for the purpose of clarifying or resolving any ambiguities or conflicts in this Declaration or in any Supplemental Amendment, or for correcting any inadvertent misstatements, errors, or omissions in this Declaration or in any Supplemental Amendment; provided, however, any such amendment may not adversely affect the title to any Lots or Homesites unless the Owner consents to the amendment in writing.

Any amendment to the Declaration or a Supplemental Amendment made by Declarant must be recorded in the Official Public Records of Williamson County, Texas, whereupon, to the extent of any conflict with this Declaration or Supplemental Amendment and any amendment thereto, the amendment will control.

Any amendment made by Declarant becomes effective upon recording unless otherwise specified in the amendment.

B. Amendment by Owners

During the Development Period, this Declaration and any Supplemental Amendment may be amended, modified, or terminated by the approval of the Owners of a majority of the Lots and the written consent of Declarant. After the termination of the Development Period, approval by the Owners of a majority of the Lots is required to amend, modify, or terminate this Declaration and any Supplemental Amendment; provided, however, any such amendment must be approved in writing by the Association. Upon approval of the Owners, as set out above, of the amended declaration or amended supplemental amendment (as evidenced by the President's or Vice-President's signature), the amended declaration or amended supplemental amendment must be recorded in the Official Public Records of Williamson County, Texas, whereupon, to the extent of any conflict with this Declaration or Supplemental Amendment and any amendment thereto, the amendment will control. For purposes of this Section, the approval of multiple Owners of a Lot may be reflected by the signature of any one Owner of such Lot.

Notwithstanding anything contained in this Declaration to the contrary, the Association is entitled to use any combination of the following methods to obtain approval of the Owners for an amendment to the Declaration and any Supplemental Amendment:

1. written ballot, or electronic ballot as same may be established by the Board, that states the substance of the amendment and specifies the date by which a written or electronic ballot must be received to be counted;
2. a meeting of the Members of the Association, if written notice of the meeting stating the purpose of the meeting is delivered to the Owners of the Lots; such notice may be hand-delivered to the Owners, sent via regular mail to the Owner's last known mailing address, as reflected in the Association's records, or sent via email to the Owner's email address as reflected in the Association's records;
3. door-to-door circulation of a petition by the Association or a person authorized by the Association; or
4. any other method permitted under this Declaration or applicable law.

No amendment to the Declaration or to any Supplemental Amendment may limit the rights of Declarant pertaining to the Declaration and any Supplemental Amendment. Particularly reserved to Declarant is the right and privilege of Declarant to designate the use and architectural restrictions applicable to any portion of the Properties, as provided in this Declaration; and such designation, or subsequent change of designation, may not be deemed to adversely affect any substantive right of any existing Owner.

ARTICLE XVI. ALTERNATE DISPUTE RESOLUTION

It is the intent of the Association and Declarant to encourage the amicable resolution of disputes involving the Property and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, the following dispute resolution procedures control and attempt to resolve all claims, grievances, or disputes involving the Property, including claims, grievances,

or disputes arising out of or relating to the interpretation, application, or enforcement of the Dedicatory Instruments.

A. Dispute Resolution

No dispute between any of the following entities or individuals may be commenced until the parties have submitted to non-binding mediation: Owners, Members, the Board, officers in the Association, or the Association; provided, however, the Board has discretion to determine whether the Association will participate in the dispute resolution procedures regarding claims made by the Association or enforcement of the Dedicatory Instruments.

Disputes between Owners that are not regulated by this Declaration are not subject to the dispute resolution process.

B. Outside Mediator

In a dispute between any of the above entities or individuals, the parties must voluntarily submit to the following mediation procedures before commencing any judicial or administrative proceeding. Each party will represent himself/herself individually or through an agent or representative or may be represented by counsel. The dispute will be brought before a mutually selected mediator. Such mediator will either be an attorney-mediator skilled in community association law, a Professional Community Association Manager as certified by the Community Associations Institute, or a Certified Property Manager as certified by the Institute of Real Estate Managers. In order to be eligible to mediate a dispute under this provision, a Mediator may not reside in the Property, work for any of the parties, represent any of the parties, or have any conflict of interest with any of the parties. Costs for such mediator must be shared equally by the parties. If the parties cannot mutually agree upon the selection of a mediator after reasonable efforts (not more than 30 days), each party must select their own mediator and a third will be appointed by the two selected mediators. If this selection method must be used, each party will pay the costs of their selected mediator and will share equally the costs of the third appointed mediator.

C. Mediation is Not a Waiver

By agreeing to use this Dispute Resolution process, the parties in no way waive their rights to extraordinary relief including temporary restraining orders or temporary injunctions, if such relief is necessary to protect or preserve a party's legal rights before a mediation may be scheduled.

D. Assessment Collection and Lien Foreclosure

The provisions of this Declaration dealing with Alternate Dispute Resolution do not apply to the collection of Assessments or the foreclosure of the lien by the Association as set out in this Declaration.

E. Term

This Article is in full force and effect during the Development Period. Thereafter, this Article remains in full force and effect unless, at the first open meeting of the Association after such initial period, a majority of the Board votes to terminate the provisions of this Article.

ARTICLE XVII. GENERAL PROVISIONS

A. Severability

The invalidity of any one or more of the provisions of this Declaration does not affect the validity of the other provisions thereof.

B. Compliance with Laws

At all times, each Owner must comply with all applicable federal, state, county, and municipal laws, ordinances, rules, and regulations with respect to the use, occupancy, and condition of the Homesite and any improvements thereon. If any provision contained in this Declaration or any supplemental declaration or amendment is found to violate any law, then the provision must be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

C. Gender and Number

The singular wherever used in this Declaration must be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions of this Declaration applicable either to corporations (or other entities) or individuals, male or female, must in all cases be assumed as though in each case fully expressed.

D. Interpretation

For purposes of this Declaration, (a) “include”, “includes”, and “including” are deemed to be followed by the words “without limitation”, (b) “or” is not exclusive, (c) “any” means “any and all”, and (d) “may not” is a prohibition and does not mean “might not” or its equivalents.

E. Headlines

The titles and captions for this Declaration and the sections contained in this Declaration are for convenience only and may not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

F. Governing Law

The provisions in this Declaration are governed by and enforceable in accordance with the laws of the State of Texas, and venue is mandatory in Williamson County, Texas. Any obligations performable pursuant to this Declaration are to be performed in Williamson County, Texas.

G. Fines for Violations

The Association may assess fines for violations of the Dedicatory Instruments, other than non-payment or delinquency in Assessments, in amounts to be set by the Board, which fines are secured by the continuing lien set out in this Declaration.

H. Books and Records

The books, records, and papers of the Association are subject to inspection by any Member upon written request and by appointment during normal business hours pursuant to an Access, Production, and Copying Policy adopted by the Association.

I. Notices

Any notice required to be sent to any Owner under the provisions of this Declaration is deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as the Owner on the records of the Association at the time of such mailing.

J. Mergers

Upon a merger or consolidation of the Association with another association as provided in its Certificate of Formation, the Association's properties, assets, rights, and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, assets, rights, and obligations of another association may be transferred to the Association as a surviving corporation or to a like organization or governmental agency. The surviving or consolidated association will administer any restrictions together with any Declarations of Covenants, Conditions and Restrictions governing these and any other properties, under one administration. No such merger or consolidation may cause any revocation, change, or addition to this Declaration.

K. Current Address and Occupants

Owners are required to notify the Association in writing of their current address if other than the physical address of the Lot or Homesite. If an Owner fails to notify the Association of his/her current address, the Association may use the address of the Lot or Homesite as the current address. If an Owner leases the property, he must supply the name of the Occupant present upon the execution of any lease.

L. Security

THE ASSOCIATION (INCLUDING ITS DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, AGENTS, AND ATTORNEYS) AND DECLARANT (INCLUDING ITS AFFILIATES) ARE NOT INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTY. THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES, DECLARANT, AND ANY SUCCESSOR DECLARANT ARE NOT LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. EACH

OWNER AND OCCUPANT OF A LOT ACKNOWLEDGES THAT THE ENTRY GATES, IF ANY, ARE SOLELY FOR ACCESS CONTROL PURPOSES AND ARE NOT FOR SECURITY PURPOSES. EACH OWNER AND OCCUPANT OF ANY LOT, AS APPLICABLE, ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES, DECLARANT, AND ANY SUCCESSOR DECLARANT DO NOT REPRESENT OR WARRANT THAT ANY ENTRY GATE, FIRE PROTECTION OR BURGLAR ALARM SYSTEMS, OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS, OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED.

EACH OWNER AND OCCUPANT OF ANY LOT, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, DECLARANT, OR ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY DWELLING, OR OWNER OR USER OF AN IMPROVEMENT, ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO DWELLINGS AND IMPROVEMENTS, AND TO THE CONTENTS OF DWELLINGS AND IMPROVEMENTS, AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, DECLARANT, OR ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER OR OCCUPANT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

M. View Impairment

Neither Declarant, nor the Association, guarantee or represent that any view over and across the Lots, Common Areas, Areas of Common Authority, reserves, or open spaces within the Property will be preserved without impairment. Declarant and the Association have no obligation to relocate, prune, or thin trees, shrubs or other landscaping. The Association has the right, without the obligation, to relocate, prune, thin, or add trees and other landscaping or improvements to the Common Area. There are no express or implied easements for view purposes or for the passage of light and air. No Owner has the right to object to the construction of improvements on any adjacent or nearby Lot, Area of Common Authority, or Common Area, based on the impact of such improvements on the Owner's view.

N. Video, Data and Communication Service Agreements

Declarant or the Association (subject to the approval of Declarant during the Development Period) has entered or may enter into a global agreement with a service provider for the provision of cable television, data, or other communication services in order to obtain

access to benefits and services for the benefit of Owners and Dwellings located within the Property. Payment for services and benefits provided pursuant to video, data, or communication service agreements executed pursuant to this provision will be made from Assessments levied and collected by the Association pursuant to the authority granted in this Declaration, and such Assessments are supported by the lien created in this Declaration. While Owners are free to obtain the same or similar services from a provider of their choice, no Owner may avoid paying any portion of Assessments levied based on non-use of video, data, or communication services provided and paid for by the Association with Assessments.

O. Occupants Bound

All provisions of the Dedicatory Instruments applicable to the Property and Owners also apply to all Occupants of any Lot or Dwelling. Each Owner must cause all Occupants of their Lot to comply with the Dedicatory Instruments, and each Owner is responsible for all violations, losses, and damages caused by an Occupant of the Owner's Lot, notwithstanding the fact that such Occupant is jointly and severally liable and may be sanctioned for any violation. In addition to all other remedies available to the Association in the event of a violation by an Occupant, the Association may require that the Occupant be removed from and not be allowed to return to the Property or that any lease, agreement, or permission given allowing the Occupant to be present be terminated.

P. Transfer of Title and Resale Certificate

1. Transfer of Title: Any Owner, other than Declarant, desiring to sell or otherwise transfer title to his or her Lot must give the Board at least 7 days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. The person, other than Declarant, transferring title is jointly and severally responsible with the person accepting title for all obligations of the Owner, including Assessment obligations, until the date upon which the Board receives such notice, notwithstanding the transfer of title.

Upon acceptance of title to a Lot, the new Owner of the Lot must pay to the Association an administrative fee to cover the administrative expenses associated with updating the Association's records, which administrative fee is supported by the lien created in this Declaration. This administrative fee will be an amount determined by the Board and will include fees charged by a management company retained by the Association for updating its records.

2. Resale Certificate: No Owner, other than Declarant, may transfer title to a Lot, together with the improvements thereon, until he or she has requested and obtained a resale certificate signed by a representative of the Association as described in Chapter 207 of the Texas Property Code, or its successor statute, indicating, in addition to all other matters described in Chapter 207, the information required in Section 5.012 of the Texas Property Code (the "**Resale Certificate**").

In accordance with Chapter 207 of the Texas Property Code, as same may be amended from time to time, the Association may charge a reasonable fee to prepare, assemble, copy, and

deliver a Resale Certificate and accompanying information and any update to a Resale Certificate, which charge is supported by the lien created in this Declaration.

Q. Water Management

Each Owner acknowledges and agrees that some or all of the water features, which may include rivers, bayous, ponds, streams, creeks, lakes, or any wetlands in or in proximity to the Property may be designed as water management areas and are not designed solely as aesthetic features. Due to fluctuations in water elevations within the immediate area and as a result of natural events, such as hurricanes or tropical storms, water levels will rise and fall. Each Owner further acknowledges and agrees that neither the Association nor Declarant has, and neither is obligated to, exert control over such elevations. Each Owner agrees, by purchase of a Lot, to release and discharge Declarant and the Association, including their respective officers and directors, from and against any losses, claims, damages (compensatory, consequential, punitive, or otherwise), injuries, deaths, and expenses of whatever nature or kind, including legal costs related to or arising out of any claim relating to such fluctuations in water elevations. Owners may not alter, modify, expand, fill, or otherwise adversely affect any water features, wetlands, or waterways located within or in the vicinity of the Property without the prior written approval of the authorities as may have relevant jurisdiction over such matters.

R. Master Plan

“**Master Plan**” means the land use plan for the development of Nolina, if any, prepared by or at the request of Declarant, as it may be amended by Declarant in its sole and absolute discretion, from time to time, which plan includes the Property encumbered by this Declaration. The Association is not a party to Declarant’s Master Plan and has no authority regarding Declarant’s land use decisions. The Master Plan may include all, none, or a portion of property owned by Declarant, which Declarant may, without the obligation to do so, from time to time subject to this Declaration by a subsequently recorded written document. Inclusion of property on the Master Plan does not, under any circumstances, obligate Declarant to subject such property to this Declaration, nor does the exclusion of property owned by Declarant from the Master Plan bar its later annexation in accordance with this Declaration. Additionally, any use indicated on the Master Plan is tentative and subject to change by Declarant without notice to the Owners.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 5th day of September, 2023.

DECLARANT:

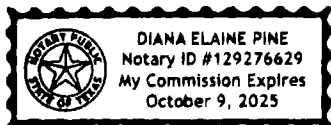
JDS RR LLC, a Texas limited liability company

[Handwritten Signature]
By: _____
Print Name: L. Michael Cox
Title: President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared L. Michael Cox, the President of JDS RR LLC, a Texas limited liability company, known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes expressed in this Declaration and in the capacity expressed above.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 5th day of September, 2023.



[Handwritten Signature]

Notary Public – State of Texas

LIENHOLDER CONSENT AND SUBORDINATION

Western Alliance Bank, an Arizona corporation, being the sole beneficiary of a purchase money mortgage lien (as set forth in the Declaration) and other liens, assignments and security interests encumbering all or a portion of the Property consents to the terms and provisions of this Declaration to which this Lienholder Consent and Subordination is attached and acknowledges that the execution thereof does not constitute a default under the lien document or any other document executed in connection with or as security for the indebtedness above described, and subordinates the liens of the lien document and any other liens or security instruments securing the indebtedness to the Declaration (and the covenants, conditions and restrictions in this Declaration), and acknowledges and agrees that a foreclosure of the liens or security interests will not extinguish this Declaration (or the covenants, conditions and restrictions in this Declaration). No warranties of title are made by lienholder, lienholder's joinder being solely limited to such consent and subordination.

SIGNED AND EXECUTED THIS on September 11, 2023.

WESTERN ALLIANCE BANK, an Arizona Corporation

By: Jenna White
Print Name: Jenna White
Title: Vice President

STATE OF ARIZONA §
 §
COUNTY OF MARICOPA §

This instrument was acknowledged before me on the 11th day of September 2023, by Jenna White, the Vice President of Western Alliance Bank, an Arizona corporation, on behalf of this entity.

Gail B. Geach
Notary Public – State of Arizona

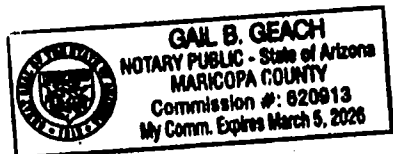


EXHIBIT A

(legal description for the Property follows)

METES & BOUNDS LEGAL DESCRIPTION OF:
HOA'S LOT - 0.0023 ACRES

BEING A 0.0023 ACRES (100 SQUARE FEET) TRACT OF LAND SITUATED IN THE JAMES NORTHCROSS SURVEY, ABSTRACT 478, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 523.521 ACRES TRACT OF LAND DESCRIBED TO JDS RR LLC AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NUMBER 2022053696 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.); AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING, AT A 1/2-INCH IRON ROD FOUND IN THE WEST BOUNDARY LINE OF SAID 523.521 ACRES TRACT, SAME BEING THE EAST BOUNDARY LINE OF A CALLED 122.6884 ACRES TRACT OF LAND DESCRIBED TO RR 122 HOLDINGS LLC AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NUMBER 2022022743 OF SAID O.P.R.W.C.T., SAID POINT OF COMMENCEMENT HAVING COORDINATES OF NORTHING: 10241158.924 AND EASTING 3083544.713;

THENCE, ALONG SAID WEST BOUNDARY LINE OF THE 523.521 ACRES TRACT AND SAID EAST BOUNDARY LINE OF THE 122.6884 ACRES TRACT NORTH 11°22'19" WEST A DISTANCE OF 187.63 FEET TO THE **POINT OF BEGINNING**, SAID POINT OF BEGINNING HAVING COORDINATES OF NORTHING: 10241342.868 AND EASTING 3083507.717;

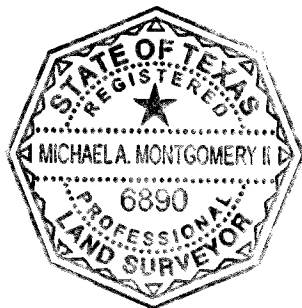
THENCE, CONTINUING WITH SAID WEST BOUNDARY LINE OF THE 523.521 ACRES TRACT AND SAID EAST BOUNDARY LINE OF THE 122.6884 ACRES TRACT NORTH 11°22'19" WEST A DISTANCE OF 10.00 FEET TO A CALCULATED POINT AND FROM WHICH A 1/2-INCH IRON ROD FOUND IN SAID WEST BOUNDARY LINE OF THE 523.521 ACRES TRACT AND SAID EAST BOUNDARY LINE OF THE 122.6884 ACRES TRACT BEARS, NORTH 11°22'19" WEST A DISTANCE OF 181.34 FEET;

THENCE, DEPARTING SAID WEST BOUNDARY LINE OF THE 523.521 ACRES TRACT AND SAID EAST BOUNDARY LINE THE SAID 122.6884 ACRES TRACT, OVER AND ACROSS SAID 523.521 ACRES TRACT THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. NORTH 78°37'41" EAST A DISTANCE OF 10.00 FEET,
2. SOUTH 11°29'19" EAST A DISTANCE OF 10.00 FEET, AND
3. SOUTH 78°37'41" WEST A DISTANCE OF 10.00 FEET TO SAID **POINT OF BEGINNING** AND CONTAINING 0.0023 ACRES (100 SQUARE FEET) OF LAND, MORE OR LESS, IN WILLIAMSON COUNTY, TEXAS. THIS DOCUMENT WAS PREPARED IN THE OFFICE OF KIMLEY-HORN INC. IN AUSTIN, TEXAS.

SURVEYOR'S NOTES:

BASIS OF BEARINGS IS THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203).
 ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE VALUES.
 THE SURFACE ADJUSTMENT FACTOR IS 1.0001528486.
 THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.



[Signature]
 MICHAEL A. MONTGOMERY II, R.P.L.S.
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6890

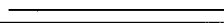

METES & BOUNDS LEGAL DESCRIPTION FOR A
HOA'S LOT
0.0023 ACRES
 BEING A PORTION OF THE
 JAMES NORTHCROSS SURVEY, ABSTRACT 478
 WILLIAMSON COUNTY, TEXAS

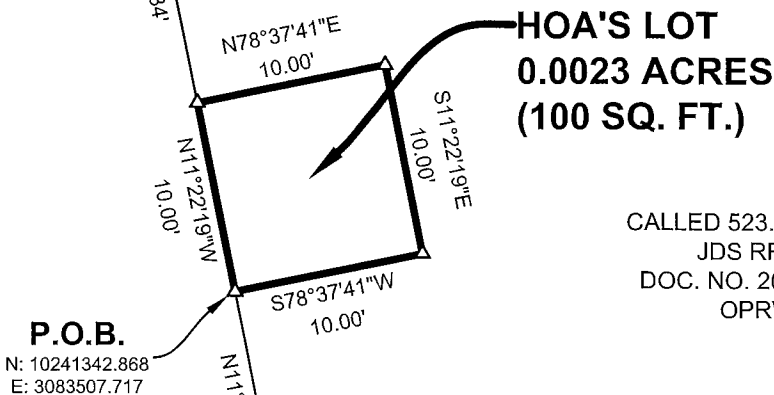
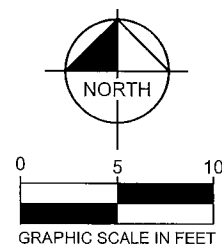
Kimley»Horn

10814 JOLLYVILLE ROAD, CAMPUS IV SUITE 200, AUSTIN, TEXAS 78759 TEL. NO. (512) 418-1771
 TBPELS FIRM # 10194624 WWW.KIMLEY-HORN.COM

SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
N/A	RPP	MMII	1/25/2023	069291603	1 OF 2

N: 10241530.450
E: 3083469.990

LINE TYPE LEGEND	
	ADJOINING PROPERTY LINE
	BOUNDARY LINE



HOA'S LOT
0.0023 ACRES
(100 SQ. FT.)

CALLED 523.521 ACRES
JDS RR LLC
DOC. NO. 2022053696
OPRWC


CALLLED 122.6884 ACRES
RR 122 HOLDINGS LLC
DOC. NO. 2022022743
OPRWC

JAMES NORTHROSS SURVEY -
ABSTRACT 478

P.O.B.
N: 10241342.868
E: 3083507.717

P.O.C.
N: 10241158.924
E: 3083544.713

LEGEND:

- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- = 1/2" IRON ROD FOUND (UNLESS NOTED)
- △ = CALCULATED POINT
- IRFC = IRON ROD W/CAP FOUND
- OPRWC = OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY
-  = NOT TO SCALE

SURVEYOR'S NOTES:

BASIS OF BEARINGS IS THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203).
ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE VALUES.
THE SURFACE ADJUSTMENT FACTOR IS 1.0001528486.
THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

ALL ADJOINING PROPERTY OWNERSHIP INFORMATION REFLECTED ON THIS SURVEY IS BASED ON THE CURRENT TAX RECORDS AND APPRAISAL MAPS WHICH WERE MADE READILY AVAILABLE BY THE LOCAL CITY/COUNTIES AT THE TIME OF SURVEY.

THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SURVEY AND DOES NOT REFLECT THE LOCATION OF ANY EXISTING EASEMENTS. THIS IS NOT A LAND TITLE SURVEY.

BOUNDARY EXHIBIT OF A
HOA'S LOT
0.0023 ACRES
BEING A PORTION OF THE
JAMES NORTHROSS SURVEY, ABSTRACT 478
WILLIAMSON COUNTY, TEXAS

Kimley»Horn

10814 JOLLYVILLE ROAD, CAMPUS IV SUITE 200, AUSTIN, TEXAS 78759 TEL. NO. (512) 418-1771
TBPELS FIRM # 10194624 WWW.KIMLEY-HORN.COM

SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
1" = 10'	RPP	MMII	1/25/2023	069291603	2 OF 2

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2023077234

Pages: 64 Fee: \$274.00

09/14/2023 11:41 AM

LMUELLER



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas



NOLINA

BYLAWS

OF

NOLINA RESIDENTIAL ASSOCIATION, INC.

After Recording Please Return To:

Lisa L. Gambrell

Isabella L. Vickers

Roberts Markel Weinberg Butler Hailey PC

2800 Post Oak Blvd., 57th Floor

Houston, TX 77056

Copyright © 2023 by Roberts Markel Weinberg Butler Hailey PC, all rights reserved. These Bylaws may be used only in connection with the Nolina residential development and the operation of the Nolina Residential Association, Inc.

TABLE OF CONTENTS

ARTICLE I. NAME, PRINCIPAL OFFICE, DEFINITIONS AND PROPERTY 1

A. NAME 1

B. PRINCIPAL OFFICE..... 1

C. DEFINITIONS..... 1

D. PROPERTY 1

ARTICLE II. ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES . 1

A. MEMBERSHIP..... 1

B. PLACE OF MEETINGS..... 1

C. ANNUAL MEETINGS AND SPECIAL MEETINGS 1

D. NOTICE OF MEETINGS 2

E. WAIVER OF NOTICE 2

F. ADJOURNMENT OF MEETINGS 2

G. VOTING 3

Section 1. Proxies 4

Section 2. Absentee Ballots 4

Section 3. Electronic Ballots 4

H. MAJORITY 5

I. QUORUM 5

J. CONDUCT OF MEETINGS 5

ARTICLE III. BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS 5

A. COMPOSITION AND SELECTION..... 5

Section 1. Governing Body; Composition..... 5

Section 2. Appointment of Directors; Election of Directors; Terms 6

Section 3. Right to Disapprove Actions 7

Section 4. Number of Directors 8

Section 5. Nomination of Directors 8

Section 6. Removal of Directors and Vacancies 9

B. MEETINGS 9

Section 1. Organizational Meetings 9

Section 2. Board Meetings; Action Outside of Meeting..... 9

Section 3. Notice of Meetings 11

Section 4. Special Meetings 12

Section 5. Waiver of Notice of Meeting by Director..... 12

Section 6. Quorum of Board of Directors..... 12

Section 7. Compensation 13

Section 8. Conduct of Meetings 13

Section 9. Executive Session..... 13

C. POWERS..... 13

Section 1. Powers 13

Section 2. Management..... 15

Section 3. Accounts and Reports 15

Section 4. Borrowing..... 16

Section 5. Rights of the Association..... 16

Section 6. Enforcement..... 17

ARTICLE IV. OFFICERS..... 18

A. OFFICERS.....	18
B. ELECTION, TERM OF OFFICE AND VACANCIES	18
C. REMOVAL.....	19
D. POWERS AND DUTIES	19
E. RESIGNATION.....	19
F. AGREEMENTS, CONTRACTS, DEEDS, LEASES, CHECKS, ETC.....	19
ARTICLE V. COMMITTEES	19
A. COMMITTEES IN GENERAL	19
B. ARCHITECTURAL REVIEW COMMITTEE.....	19
<i>Section 1. ARC Turnover</i>	<i>20</i>
<i>Section 2. Board Hearing after ARC Turnover</i>	<i>20</i>
ARTICLE VI. MISCELLANEOUS.....	21
A. FISCAL YEAR.....	21
B. PARLIAMENTARY RULES	21
C. CONFLICTS	21
D. BOOKS AND RECORDS.....	21
E. NOTICES	21
F. AMENDMENT.....	22
G. INDEMNITY.....	22
H. BUSINESS JUDGMENT RULE	23
I. OWNER CONFLICT.....	23
J. DISSOLUTION, WINDING UP, TERMINATION.....	23
K. JURISDICTION AND VENUE.....	23
L. INTERPRETATION	23

**BYLAWS OF
NOLINA RESIDENTIAL ASSOCIATION, INC.**

ARTICLE I. NAME, PRINCIPAL OFFICE, DEFINITIONS AND PROPERTY

A. Name

The name of the Association is Nolina Residential Association, Inc. (the “*Association*”).

B. Principal Office

The principal office of the Association is located in Williamson County, Texas, or a county adjacent to Williamson County, Texas, as may be designated by the Board from time to time.

C. Definitions

The capitalized terms used in these Bylaws have the same meaning as set forth in the Declaration of Covenants, Conditions, and Restrictions for Nolina (Residential Property), recorded in the Official Public Records of Williamson County, Texas, under Clerk’s File No. 2023077234, as amended, renewed, or extended from time to time (the “*Declaration*”), unless otherwise specified in these Bylaws.

D. Property

The property affected by these Bylaws is the property described on Exhibit A of the Declaration, and any other property which is subsequently annexed and made subject to the authority of the Association.

**ARTICLE II. ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM,
VOTING, PROXIES**

A. Membership

The Association initially has 2 classes of membership, Class A and Class B, as more fully set forth in the Declaration and specifically incorporated in these Bylaws by this reference.

B. Place of Meetings

Meetings of the Association will be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board.

C. Annual Meetings and Special Meetings

Regular annual meetings will be set by the Board. The President may call special meetings. In addition, it is the duty of the President to call a special meeting of the Members if so directed by a resolution of a majority of a quorum of the Board or upon a petition signed by Members representing at least 20% of the total Class A votes of the Association. Directors to be elected by the membership may be elected at the annual meeting, at a special meeting of the Members called for that purpose, or prior to the annual meeting or special meeting, as determined by the Board.

D. Notice of Meetings

Written or printed notice stating the purpose, place, day, and hour of any meeting of the Members may be delivered, either personally or by mail, fax, or other electronic media, to each Member not less than 10 nor more than 60 days before the date of such meeting by or at the direction of the President, the Secretary, or the officers calling the meeting. No business may be transacted at a special meeting except as stated in the notice.

For an election or vote of Members not taken at a meeting, the Association will give notice of the election or vote to all Members entitled to vote on any matter under consideration. The notice must be given not later than the 20th day before the latest date on which a ballot may be submitted to be counted.

Notice to a Member by email or facsimile must be sent to the email address or facsimile number provided to the Association in writing by that Member. If emailed, the notice of meeting is deemed to be delivered as of the date and time shown on a confirmation that the email was successfully transmitted. If faxed, the notice of meeting is deemed to be delivered as of the date and time shown on a written confirmation that the facsimile was successfully transmitted. If mailed, the notice of a meeting is deemed to be delivered when deposited in the United States mail first class postage pre-paid addressed to the Member at his or her address as it appears on the records of the Association. One notice, addressed to multiple Members at the same address, will suffice if more than one Member resides at any address. For any given meeting, the Board may use any combination of the alternative methods for providing notice to the Members.

For the purpose of determining the Members entitled to notice of a meeting, the membership of the Association will be determined on the date the notice of meeting is first given.

E. Waiver of Notice

Waiver of notice of a meeting of the Members is deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, either in person or by proxy, is deemed a waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice in writing at the time the meeting is called to order. Further, casting a vote by any means authorized in these Bylaws by a Member on any issue to be voted upon at the meeting is deemed a waiver by such Member of notice of the meeting. Attendance at a meeting is also deemed a waiver of notice of all business transacted thereat unless an objection to the calling or convening of the meeting, of which proper notice was not given, is raised in writing before the business is put to a vote.

F. Adjournment of Meetings

If any meeting of the Members cannot be held because a quorum is not present, either in person or by proxy, the presiding officer or a majority of the Members who are present at such meeting, in person [or by proxy], may adjourn the meeting to a time not less than 10 nor more than 60 days from the time the original meeting was called. The required quorum at the reconvened meeting will be satisfied by those Members in attendance. At the reconvened meeting, any business that might have been transacted at the meeting originally called may be transacted;

provided, however, that any action taken is approved by at least a majority of the votes entitled to be cast by the Members present, in person or by proxy, at such reconvened meeting. If less than 5% of the total membership is present, in person or by proxy, at the reconvened meeting, then any action taken must be approved by at least 2/3 of the votes entitled to be cast by the Members present, in person or by proxy, at such reconvened meeting.

All votes cast by Members prior to the originally called meeting by proxy, or by any means authorized in these Bylaws, on issues to be considered at the meeting are valid and may be counted at the reconvened meeting; provided that a Member who cast a vote on an issue by proxy or by any means authorized in these Bylaws may change that Member's vote at any time prior to the time that a call for a vote on the issue is made at the reconvened meeting. A Member may change his vote by attending the reconvened meeting in person, by submitting a proxy at the reconvened meeting which either directs or authorizes the proxy holder to vote in a different manner, or by changing the Member's vote by any means for voting authorized in these Bylaws.

Notice for any reconvened meeting must be given to the Members in the manner prescribed for regular meetings.

G. Voting

The voting rights of the Members are as set forth in the Declaration, and such voting rights provisions are specifically incorporated in these Bylaws by this reference. At the option of the Board, Members may vote by any one or more of the following methods, as may be established in a policy adopted by the Board: (1) in person, (2) by absentee ballot, (3) by proxy, (4) by any electronic means, or (5) by any other process approved by the Board of the Association. Facsimile proxies will be valid. The Association is not required to provide a Member with more than one voting method; provided, however, that a Member must be permitted to vote by absentee ballot or proxy. Electronic voting or voting by secret ballot will be valid pursuant to rules and regulations promulgated by the Board. At any election where there are an equal number of nominees as there are positions to be filled, the Board may determine that election by ballot or vote is not required and may declare that the nominees are elected by unanimous consent or acclamation. At all meetings of the Members, all questions, except those the manner of which is otherwise expressly governed by statute, by the Certificate of Formation of the Association, or by these Bylaws, will be decided by the vote of a plurality of the Members of the Association present in person or by proxy and entitled to vote, a quorum being present. At all meetings of the Association, cumulative voting is prohibited. Any vote cast at a meeting by a Member supersedes any vote submitted by absentee or electronic ballot previously submitted for that purpose.

Votes cast by Members must be in writing and signed by the Member if the vote is cast (i) outside of a meeting, (ii) in an election to fill a position on the Board, (iii) on a proposed adoption or amendment of a Dedicatory Instrument, (iv) on a proposed increase in the amount of Assessment or proposed adoption of a Special Assessment, or (v) on the proposed removal of a Board member. Electronic votes constitute written and signed ballots.

Section 1. Proxies

Subject to the limitations above, the Board is vested with the authority to determine, in its sole discretion, if proxies will be distributed prior to a vote on any issue to be voted upon by the Members. All proxies must be in writing and filed with the Secretary before the appointed time of each meeting or by any earlier date or time specified in the notice of meeting. All proxies are revocable and will automatically cease upon (i) the conveyance by the Member of the Member's interest in the Property; (ii) the receipt of notice by the Secretary of the death or judicially declared incompetence of a Member; (iii) the receipt of a written revocation; or (iv) the expiration of 11 months from the date of the proxy. In the case of a Member's execution of more than one proxy, the proxy with the latest date is valid. Proxies not delivered prior to the start of any meeting or by any earlier date or time, if specified in the notice of meeting, are not valid. Notwithstanding anything contained in these Bylaws to the contrary, a proxy may only be issued by a Member to another Member.

Section 2. Absentee Ballots

Subject to the limitations above, the Board is vested with the authority to determine, in its sole discretion, if Members may vote on any issue to be voted upon by the Members under these Bylaws by absentee ballot. A solicitation for votes by absentee ballot must include:

- a. An absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action;
- b. Instructions for delivery of the completed absentee ballot, including the delivery location; and
- c. The following language: "By casting your vote via absentee ballot, you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that, if there are amendments to these proposals, your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail."

Section 3. Electronic Ballots

The Board is vested with the authority to determine, in its sole discretion, if Members may vote on any issue to be voted upon by the Members under these Bylaws by means of electronic ballots. Electronic ballot means a ballot given by e-mail, by facsimile, or by posting on an Internet website for which the identity of the Member submitting the ballot can be confirmed and for which the Member may receive a receipt of the electronic transmission and a receipt of the Member's ballot. If an electronic ballot is posted on an Internet website, a notice of the posting must be sent to each Member, which notice must contain instructions on obtaining access to the posting on the website. The Board may adopt an electronic voting policy.

To be valid, any vote cast by a Member by absentee ballot or by electronic ballot must be received by the Association by the date and time specified in the notice of meeting or, if no date and time is specified as to receipt of such ballots, by midnight of the day before the date of the scheduled meeting.

H. Majority

As used in these Bylaws, the term “majority” means those votes, Members, or other group as the context may indicate totaling more than 50% of the total eligible votes, Members, or other group, as applicable.

I. Quorum

Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of Members representing 10% of the total eligible votes in the Association constitutes a quorum at all meetings of the Association. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting will be satisfied by those Members in attendance. No such subsequent meeting may be held more than 60 days following the initial or first meeting.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment.

J. Conduct of Meetings

The President or his/her designee will preside over all meetings of the Association, and the Secretary or his/her designee will keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting and all transactions occurring at the meeting.

ARTICLE III. BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS

This Article may not be amended without the express, written consent of the Class B Member as long as the Class B Membership exists.

A. Composition and Selection

Section 1. Governing Body; Composition

The affairs of the Association are governed by a Board of Directors (the “**Board**”). The members of the Board will each have 1 vote. Notwithstanding anything contained in these Bylaws to the contrary, 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 of moral turpitude not more than 20 years before the date the Board is presented with the evidence, that director is immediately ineligible to serve on the Board and is automatically considered removed from the Board and prohibited from future service on the Board.

So long as Class B Membership exists, Board members are not required to be Members; however, after Class B Membership ceases to exist, all directors must be Members and at least 2/3 of the directors must reside in the Property. In the case of a Member that is a corporation or other entity, the person designated in writing by either proxy or a resolution to the Secretary of the Association as the representative of such corporation or other entity is eligible to serve as a director. With the exception of Declarant, not more than one representative of a corporation or other entity may serve on the Board at any given time.

A person may not serve on the Board if the person cohabits at the same primary residence with another Board member; provided, however, the foregoing prohibition does not apply during the Development Period to: (a) a person that cohabits with Declarant; or (b) Declarant.

Section 2. Appointment of Directors; Election of Directors; Terms

Declarant will retain the authority to appoint all members of the Board until not later than the 10th anniversary of the date the Declaration was recorded in the Official Public Records of Williamson County, Texas, by which time 1/3 of the Board members (who must be Members of the Association) must be elected by Owners other than Declarant (the "*Class A Director(s)*"). Such Class A Director(s) will serve a term of one year. Upon the election of 1/3 of the Board members by the Class A Members, Declarant will retain the authority to appoint the remaining 2/3 of the members of the Board until the Turnover (defined below). Declarant may assign to the Association its authority to appoint some or all (as applicable) members of the Board, with such assignment evidenced by an instrument recorded in the Official Public Records of Williamson County, Texas.

At or before the first annual meeting following either (1) the termination of the Development Period, or (2) Declarant releasing its status as a Class B Member and its authority to appoint members of the Board, as evidenced by an instrument recorded in the Official Public Records of Williamson County, Texas, whichever occurs first (the "*Turnover*"), the term of office for the Class A Director(s) will be extended for a subsequent term of 1 year after the first annual meeting in order to establish the staggering of terms as set forth below.

a. Turnover Election; Staggering of Initial Terms

At or before the first annual meeting following the Turnover, the Class A Members will elect 1 director for a term of 2 years and 1 director for a term of 3 years. Unless otherwise established by the Board via Board resolution, the candidate receiving the highest number of votes will serve the 3-year term and the candidate receiving the second highest number of votes will serve the 2-year term. The Class A Director(s) elected prior to the Turnover as noted in Section 2 above will serve for a subsequent term of 1 year after the first annual meeting following the Turnover.

b. Terms after Turnover

After the Turnover and the expiration of the directors' terms noted in subsection (a) above, the term of office of each director position up for election by the Members is 3 years from the date of the announcement of the results of such election, with the understanding that a director may be reelected for additional 3 year terms. Each director will continue to hold office until his/her successor is appointed or elected and qualified.

In the event the number of directors increases, as provided for in these Bylaws, at no time may more than 1/3 of the total number of directors be added to the same elected term.

c. Tie Breaking

Notwithstanding anything contained in these Bylaws to the contrary, in an election of directors by Members other than the Class B Member, in which election there are more candidates than vacant positions and where 2 or more candidates receive the same number of votes resulting in a tie, the winner of the election will be chosen by lot (i.e., the names of the candidates who are running for a director position and have received the same number of votes will be written on separate pieces of paper by the presiding officer of the meeting; the pieces of paper will be folded by the presiding officer and placed in a container provided by the then-serving Board; the presiding officer will ask for a volunteer Member from the audience of Owners to pick any one piece of paper from the container and the person whose name is picked will be declared the winner of such election).

Section 3. Right to Disapprove Actions

So long as the Class B Membership exists, the Class B Member has the right to disapprove actions of the Board and any committee, as is more fully provided in this Section. This right is exercisable only by the Class B Member, its successors, and assigns who specifically take this power in a recorded instrument. The right to disapprove is as follows:

No action authorized by the Board of Directors of a Board elected by the Members, or any committee will become effective, nor will any action, policy, or program be implemented until and unless:

- a. The Class B Member has been given written notice of all meetings and proposed actions approved at meetings of the Board or any committee thereof by certified mail, return receipt requested, or by personal delivery at the address the Class B Member has registered with the Secretary of the Association, as it may change from time to time. Notwithstanding anything contained in these Bylaws to the contrary, for so long as there is one director who has been appointed by the Class B Member, the notice required in this provision is deemed to be satisfied via the notice of meeting provided to the directors; and
- b. The Class B Member has been given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Board or the Association. The Class B Member, its representatives or agents, will make its concerns, thoughts, and suggestions known to the members of the Board. The Class B Member has and is granted a right to disapprove any such action, policy, or program authorized by the Board and to be taken by the Board, the Association, or any individual Member of the Association, if Board, or Association approval is necessary for such action. This right may be exercised by the Class B Member, its representatives or

agents at any time within 10 days following the meeting held pursuant to the terms and provisions hereof. The Class B Member may not use its right to disapprove to reduce the level of services that the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

Section 4. Number of Directors

The number of directors in the Association may be not less than 3 nor more than 7. The initial Board consists of 3 members, as identified in the Certificate of Formation.

The number of directors may be increased or decreased within the parameters set forth above by unanimous written consent of the directors, without the approval of the Members. A decrease in the number of directors elected by the Class A Members may not cut short a sitting director's term of office without that director's written consent. An increase in the number of directors to be elected by the Class A Members will be effectuated at the next annual or special meeting of the Members where the increased positions on the Board will be filled by a vote of the Members as provided in these Bylaws for the election of directors, and further provided that the staggering of terms be sustained in a manner similar to that set forth in these Bylaws.

Section 5. Nomination of Directors

Except for directors selected by the Class B Member, the Board may establish a Nominating Committee consisting of a chairperson, who must be a member of the Board, and 3 or more Members in Good Standing. The Nominating Committee must make as many nominations for election to the Board as it receives, provided, however, that nominations from the floor in a Board member election are not permitted. Notwithstanding anything contained in these Bylaws to the contrary, the Class B Member may appoint the members of the Nominating Committee for the first election where directors are to be elected by the Members.

Regardless of whether a Nominating Committee is formed, Members may also nominate themselves by submitting a written nomination to the Board on or before a date to be determined by the Board.

At least 10 days before the Association disseminates absentee ballots or other ballots to the Members for purposes of voting in a Board member election, the Association must provide notice to the Members soliciting candidates interested in running for a position on the Board. The notice must contain instructions for an eligible candidate to notify the Board of the candidate's request to be placed on the ballot and the deadline to submit the candidate's request. The deadline may not be earlier than the 10th day after the date the Board provides the notice. The absentee ballot or other ballot must include the name of each eligible candidate from whom the Board received a request to be placed on the ballot.

The notice required by this provision must be:

- a. mailed to each Member; *or*
- b. provided:

- (i) by posting the notice in a conspicuous manner reasonably designed to provide notice to the Members:
 1. in a place located on the Common Area or, with a Member's consent, in a conspicuous manner on privately owned property within Nolina; *or*
 2. on any Internet website maintained by the Association or other Internet media; *and*
- (ii) by sending by e-mail to each Member who has registered an e-mail address with the Association.

Section 6. Removal of Directors and Vacancies

A vacancy of a director position elected by the Members created prior to the expiration of the director's term may be filled by the affirmative vote of the majority of the remaining directors, regardless of whether that majority is less than a quorum, provided that, during the Development Period, the Class B Member has the right to approve of such appointment. A director so appointed to fill a vacancy is appointed for the unexpired term of the member's predecessor in office.

Any director elected by the Class A Members may be removed by the vote of Members holding a majority of the total Class A votes. Any director whose removal is sought must be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor will then and there be appointed by the remaining directors, as provide in this provision, to fill the vacancy for the remainder of the term of such director. Any director appointed by the Class B Member may only be removed by the Class B Member.

B. Meetings

Section 1. Organizational Meetings

The first meeting of the Board following each annual meeting of the Members will be held within 60 days thereafter at such time and place as fixed by the Board.

Section 2. Board Meetings; Action Outside of Meeting

A Board meeting means a deliberation between a quorum of the voting directors or between a quorum of the voting directors and another person, during which Association business is considered and the Board takes formal action. A Board meeting does not include the gathering of a quorum of the Board at a social function unrelated to the business of the Association or the attendance by a quorum of the Board at a regional, state, or national convention, ceremonial event, or press conference if formal action is not taken and any discussion of Association business is incidental to the social function, convention, ceremonial event, or press conference.

During the Development Period, Board meetings must be open to the Members only for those items listed in subsection 2, below, subject to the right of the Board to adjourn a Board meeting and reconvene in closed executive session. After the termination of the Development

Period, regular and special Board meetings must be open to the Members, subject to the right of the Board to adjourn a Board meeting and reconvene in closed executive session.

Regarding all Board meetings that are open to the Members, whether such open meetings occur during the Development Period or thereafter, Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on their behalf by a director. In such case, the President may limit the time any Member may speak.

An open meeting may be held by electronic or telephonic means, provided that (i) each director may hear and be heard by every other director, (ii) all Members in attendance at the meeting may hear all directors (except if adjourned to executive session), and (iii) all Members are allowed to listen using any electronic or telephonic communication method used or expected to be used by a director to participate.

Action Outside of a Meeting, Generally:

1. Subject to subsections 2 and 3, below, the Board may take action outside of a meeting, including voting by electronic and telephonic means, without prior notice to Members if each director is given a reasonable opportunity to express the director's opinion to all other directors and to vote. Any action taken without notice to the Members, including estimations of expenditures approved at the meeting, must be summarized orally and documented in the minutes of the next regular or special Board meeting.

Action Outside of a Meeting Prohibited:

2. Notwithstanding subsection 1, above, during the Development Period, a Board meeting must be held and be open to the Members for the purpose of the Board considering or voting on any of the following issues:
 - a. Adopting or amending the Dedicatory Instruments, including the Declaration, these Bylaws, and the rules and regulations of the Association;
 - b. Increasing the amount of Annual Assessments of the Association or adopting or increasing a Special Assessment;
 - c. Electing non-developer directors, or establishing a process by which those directors are elected; and
 - d. Changing the voting rights of Members of the Association.
3. Notwithstanding subsection 1, above, after the expiration of the Development Period, the Board may not consider or vote on any of the following issues except in an open meeting for which prior notice was given to Members:
 - a. Fines;
 - b. Damage assessments;

- c. Initiation of foreclosure actions;
- d. Initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
- e. Increases in Assessments;
- f. Levying Special Assessments;
- g. Appeals from a denial of architectural approval;
- h. A suspension of a right of a particular Member before the Member has an opportunity to attend a Board meeting to present the Member's position, including any defense, on the issue;
- i. Lending or borrowing money;
- j. The adoption or amendment of a Dedicatory Instrument;
- k. The approval of an annual budget or the approval of an amendment of an annual budget;
- l. The sale or purchase of real property;
- m. The filling of a vacancy on the Board;
- n. The construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; and
- o. The election of an officer.

Section 3. Notice of Meetings

Notice to the Members and directors of the date, hour, place, and general subject of regular or special open Board meetings, including instructions for Members to access any communication method utilized for the Board meeting and a general description of any matter to be brought up for deliberation in executive session, must be:

- a. mailed to each Member and director not later than the 10th day nor earlier than the 60th day before the date of the meeting; or
- b. provided at least 144 hours before the start of a regular Board meeting and at least 72 hours before the start of a special Board meeting:
 - (i) by posting in a conspicuous manner reasonably designed to provide notice to the Members and directors:

1. in a place located on the Common Area, or on a Member's property with their consent, or other property within Nolina;
or
 2. on any internet website available to the Members that is maintained by the Association or by a management company on behalf of the Association; *and*
- (ii) by sending notice by e-mail to each Member and director who has registered an email address with the Association.

It is the Member's and director's duty to keep an updated e-mail address registered with the Association.

If the Board recesses to continue the meeting the following regular business day and the recess is taken in good faith and not to circumvent this provision, the Board is not required to post notice of the continued meeting. If the meeting is continued to the next business day and the Board again continues the meeting to another day, the Board must give notice of the continuation in at least one of the manners described above within 2 hours after adjourning the meeting being continued.

Section 4. Special Meetings

Special meetings of the Board will be held when called by written notice issued at the request of the President of the Board or by written resolution of a majority of a quorum of the Board. Notice must be given to the Members as provided above.

Section 5. Waiver of Notice of Meeting by Director

The transaction of any meeting of the Board, however called and noticed or wherever held, is as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting, each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent by a director need not specify the purpose of the meeting. Notice of a meeting is also deemed given to any director who attends the meeting without protesting in writing before or at its commencement about the lack of adequate notice.

Section 6. Quorum of Board of Directors

At all meetings of the Board, a majority of the directors constitutes a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present constitute the decision of the Board. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting subject to the notice requirements set forth in these Bylaws. At the reconvened meeting, if a quorum is present, any business that might have been transacted at the meeting originally called may be transacted without further notice.

Section 7. Compensation

No director may receive any compensation from the Association for acting as a director unless approved by Members representing a majority of the total Class A votes of the Association at a regular or special meeting of the Association; provided, however, that a director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors. Notwithstanding the foregoing, the Board may adopt a policy setting a value under which anything received is not considered compensation.

Section 8. Conduct of Meetings

The President, or his/her designee, will preside over all meetings of the Board, and the Secretary, or his/her designee, will keep a minute book of the meetings of the Board and will record in the minute book all resolutions adopted by the Board and all transactions and proceedings occurring at such meetings.

Section 9. Executive Session

The Board may close a portion of its meetings for the purpose of discussing actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the Association's attorney, matters involving the invasion of privacy of individual Members, or matters that are to remain confidential by request of the affected parties and by agreement of the Board. Following an executive session, any decision made in the executive session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual Members, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.

C. Powers

Section 1. Powers

The Board is responsible for the affairs of the Association and has all of the powers necessary for the administration of the Association's affairs.

The Board may delegate to one or more of its directors the authority to act on behalf of the Board on all matters relating to the duties of the managing agent or manager, if any, that might arise between meetings of the Board.

In addition to the authority created in these Bylaws, by Texas law, or by any resolution of the Board that may hereafter be adopted, the Board has the power to perform or cause to be performed, the following, in way of explanation, but not limitation:

- a. preparing and adopting annual budgets;
- b. making Assessments, establishing the means and methods of collecting such Assessments, and establishing the payment schedule for Special Assessments;

- c. collecting Assessments, depositing the proceeds thereof in a bank depository that it approves, and using the proceeds to operate the Association; provided, any reserve funds may be deposited, in the directors' best business judgment, in depositories other than banks;
- d. providing for the operation, care, upkeep, and maintenance of all Common Areas, including entering into contracts to provide for the operation, care, upkeep, and maintenance;
- e. making or contracting for the making of repairs, additions, and improvements to, or alterations of the Common Areas in accordance with the other provisions of the Declaration and these Bylaws after damage or destruction by fire or other casualty;
- f. designating, hiring, and dismissing the personnel necessary for the operation of the Association and the maintenance, operation, repair, and replacement of its property and the Common Areas and, where appropriate, providing for the compensation of the personnel and for the purchase of equipment, supplies, and materials to be used by the personnel in the performance of their duties;
- g. making and amending rules and regulations and promulgating, implementing, and collecting fines for violations and collecting fees related to the enforcement of the rules and regulations, the Declaration, and all Dedicatory Instruments for the Property;
- h. opening bank accounts on behalf of the Association and designating the signatories required;
- i. enforcing by legal means the provisions of the Dedicatory Instruments and bringing any proceedings that may be instituted on behalf of or against the Owners concerning the Association;
- j. obtaining and carrying insurance against casualties and liabilities with policy limits, coverage, and deductibles as deemed reasonable by the Board and paying the premium cost thereof;
- k. paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;
- l. keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;
- m. maintaining a membership register reflecting, in alphabetical order, the names, property addresses, and mailing addresses of all Members;

- n. making available upon request to any prospective purchaser, any Owner, any purchase money mortgagee, and the holders, insurers, and guarantors of a purchase money mortgage on any property, for any proper purpose during normal business hours by advance appointment, copies of the Declaration, the Certificate of Formation, these Bylaws, rules governing such property, and all other books, records, and financial statements of the Association for a reasonable charge; and making copies thereof available for a reasonable charge;
- o. permitting utility suppliers to use portions of the Common Areas reasonably necessary to the ongoing development or operation of the Property;
- p. compromising, participating in mediation, submitting to arbitration, releasing with or without consideration, extending time for payment, and otherwise adjusting any claims in favor of or against the Association;
- q. commencing or defending any litigation in the Association's name with respect to the Association or any Association property; and
- r. regulating the use, maintenance, repair, replacement, modification, and appearance of the Property.

Section 2. Management

The Board may employ for the Association a professional management agent or agents to perform duties and services authorized by the Board at a compensation established by the Board.

Section 3. Accounts and Reports

The following management standards of performance must be followed unless the Board, by resolution, specifically determines otherwise:

- a. Accrual or cash accounting, as defined by generally accepted accounting principles, must be employed.
- b. Accounting and controls must conform to generally accepted accounting principles.
- c. Cash accounts of the Association may not be commingled with any other accounts.
- d. No remuneration without full disclosure and prior agreement of the Board, or as contained in a written management contract, may be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; provided, however, the Board may adopt a policy setting a value under which anything received is not considered remuneration.

- e. Any financial or other interest that any director or the managing agent may have in any firm providing goods or services to the Association must be disclosed promptly to the Board.
- f. Commencing at the end of the month in which the first Lot is sold and closed, financial reports may be prepared for the Association monthly containing:
 - (i) an income statement reflecting all income and expense activity for the preceding period on an accrual or cash basis;
 - (ii) a statement reflecting all cash receipts and disbursements for the preceding period;
 - (iii) a variance report reflecting the status of all accounts in an “actual” versus “approved” budget format;
 - (iv) a balance sheet as of the last day of the preceding period; and
 - (v) a delinquency report listing all Owners who are delinquent in paying any Assessments at the time of the report and describing the status of any action to collect such Assessments that remain delinquent.
- g. An annual report consisting of at least the following must be prepared as soon as practicable after the close of the fiscal year and made available to all Members at the next annual meeting of Members: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. The annual report referred to above may be prepared on an audited or reviewed basis by an independent, certified public accountant, as determined by the Board.

Section 4. Borrowing

The Board may borrow money for the purpose of maintenance, repair, or restoration of the Common Areas, or for any other proper purpose without the approval of the Members of the Association. The Board, on behalf of the Association, may pledge the Association’s Assessments and assign the Association’s lien rights as collateral for any loan obtained by the Board on behalf of the Association.

Section 5. Rights of the Association

With respect to the Common Areas and in accordance with the Certificate of Formation and the Declaration, the Board may contract with any person or entity for the performance of various duties and functions. Without limiting the foregoing, this right entitles the Board to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or other neighborhood owner or resident associations, both within and without the Property. Such agreements require the consent of a majority of the total number of non-interested directors of the Board.

The Association is not bound, either directly or indirectly, by any contract, lease, or other agreement (including any management contract) unless such contract, lease, or other agreement contains a right of termination exercisable by either party without penalty at any time, with or without cause. Such notice of termination must be submitted in writing, with receipted delivery confirmation, to all parties to the contract, lease, or other agreement.

Section 6. Enforcement

After notice and an opportunity to be heard, if same is required by law, the Board may impose reasonable fines, which constitute a lien upon the property of the violating Owner, and may suspend an Owner's right to use the Common Areas for a violation of any duty imposed under the Declaration, these Bylaws, or any rules and regulations duly adopted by the Board; provided, however, nothing in these Bylaws authorizes the Association or the Board to limit ingress and egress to or from a Lot. In addition, the Board may suspend any services provided by the Association to a Lot in the event that the Owner of such Lot is more than 30 days delinquent in paying any Assessment due to the Association. In the event that an Occupant or Owner violates the Dedicatory Instruments and a fine is imposed, the fine will be assessed against the Occupant or Owner; provided, however, if the fine is initially assessed against the Occupant and is not paid by the Occupant within the time period set by the Board, the Owner must pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, these Bylaws, or any rule or regulation is not deemed a waiver of the right of the Board to do so thereafter.

As provided in the Declaration, each Owner must pay to the Association certain charges and Assessments, including charges and Assessments as may be included, from time to time, by amendment to the Declaration. All costs, expenses, and fees charged to, or paid by, the Association in collecting, or attempting to collect, the charges and Assessments, as well as interest as specified in the Declaration, will be assessed against the Owner and the Lot and will become part of the Assessments due on the Lot. Likewise, all costs, expenses, and fees incurred by the Association in rectifying, or attempting to rectify, a violation of the Declaration, the rules and regulations, the Guidelines, or the Board policies will be assessed against the Owner and the Lot and will become part of the Assessments due on the Lot. Such costs, expenses, and fees include:

- a. actual expenses, including attorney's fees and court costs;
- b. a Late Processing Fee, set annually by the Board, which may be assessed for any account that has an unpaid balance on or after 30 days after the due date, as an inducement to pay on time and to offset administrative costs and expenses incurred in the collection process;
- c. a Dishonored-Check Processing Fee, set by the Board, which may be assessed for any payment check dishonored by the bank, to offset the additional processing cost incurred;
- d. a Partial Payment Processing Fee, set by the Board, which may be assessed if any payment for less than the full amount due is made at the time of payment, to offset the additional processing costs incurred;

- e. an Administrative Fee, which may be assessed for the transfer of ownership of any Lot, including by foreclosure, to offset the administrative costs and expenses associated with (1) quoting, verbally or in writing, the status of the Assessments and other charges due on the Lot, (2) tracking, researching, and determining or attempting to determine ownership, (3) updating the books and records of the Association to reflect the transfer, and (4) preparing and mailing introductory information regarding the Property, the Association, and the covenants, conditions, restrictions, rules, and regulations applicable to the new Owner;
- f. a Refinance Fee, which may be assessed for the refinance of any Lot, to offset the administrative costs and expenses associated with quoting the status of the Assessments and other charges due on the Lot and updating the books and records of the Association; and
- g. a reasonable fee to assemble, copy, deliver, and update a Resale Certificate.

Any Assessment or charge that is not paid when due is delinquent. All payments will be applied pursuant to the Collection, Board Hearing, and Payment Plan Policy adopted by the Board.

Notwithstanding anything to the contrary contained in these Bylaws, the Association, acting through the Board, may elect to enforce any provision of the Declaration, these Bylaws, or the rules and regulations of the Association by Self Help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations and the performing of exterior maintenance) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedures set forth above. In any such action, to the maximum extent permissible, the Owner or Occupant responsible for the violation of which abatement is sought must pay all costs, fines, and costs to repair, including reasonable attorney's fees actually incurred.

ARTICLE IV. OFFICERS

A. Officers

The officers of the Association are a President, Vice President, Secretary, and Treasurer, to be elected from among the members of the Board. The Board may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it deems desirable, and may provide such officers with the authority to perform the duties prescribed from time to time by the Board. Any 2 or more offices may be held by the same person, except the offices of President and Secretary. Officers that are Members of the Association must be Members in Good Standing.

B. Election, Term of Office and Vacancies

The officers of the Association are elected annually by the Board at the first meeting of the Board following each annual meeting of the Members. A vacancy in any office may be filled by the Board for the unexpired portion of the term.

C. Removal

Any officer may be removed from office, but not as a director of the Board, with or without cause, by a majority vote of the Board whenever in its judgment the best interests of the Association are served thereby.

D. Powers and Duties

The officers of the Association each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board. The President is the chief executive officer of the Association. The Treasurer has primary responsibility for the preparation of the budget and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

E. Resignation

Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. The resignation takes effect on the date of the receipt of the notice or at any later time specified in the notice, and, unless otherwise specified in the notice, the acceptance of the resignation is not necessary to make it effective. For the purposes of this Subsection, written resignation to the Board may be accomplished by facsimile, electronic transmission, certified mail, or receipted hand delivery.

F. Agreements, Contracts, Deeds, Leases, Checks, Etc.

All agreements, contracts, deeds, leases, checks, and other instruments of the Association must be executed by at least 2 officers or by such other person or persons as are designated by resolution of the Board.

ARTICLE V. COMMITTEES

A. Committees in General

The Board may establish committees to perform such tasks and to serve for such periods as designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Each committee established by the Board must operate in accordance with the terms of the resolution of the Board designating the committee and in accordance with such rules as are adopted by the Board. All committees of the Board are vested with advisory powers only and are not authorized to act on behalf of the Board, unless otherwise specifically authorized by the Board or the Dedicatory Instruments. Committee members that are Members of the Association must be Members in Good Standing.

B. Architectural Review Committee

The Architectural Review Committee (the “**ARC**”) is a committee of the Board, and the authority and role of the ARC are set forth in detail in the Declaration. In the absence of a designation by Declarant, the initial ARC is composed of the individuals designated as the initial

members of the Board. Declarant will retain the right of ARC appointment and removal until the ARC Turnover. The ARC has the governing authority for the review and approval of improvements and modifications within the Property, as more fully set forth in the Declaration and specifically incorporated in these Bylaws by this reference.

Section 1. ARC Turnover

Upon the earliest to occur of (1) such time as Declarant no longer owns any portion of the Property, or (2) such time as Declarant relinquishes, in writing, its authority over ARC appointment (the “*ARC Turnover*”), the Board will have the right to replace members of a sitting ARC by duly appointing Members in Good Standing with the Association. Notwithstanding the foregoing, the Board may not appoint to the ARC an Owner who is (i) a current Board member, (ii) a current Board member’s spouse, or (iii) a person residing in a current Board member’s household. The Board reserves the right to appoint replacements as necessary by reason of resignation, removal, or incapacity. Such removal or appointment is at the sole authority and discretion of the Board.

Section 2. Board Hearing after ARC Turnover

After the ARC Turnover, a decision by the ARC denying an application by an Owner for the construction of an improvement may be appealed to the Board. A written notice of the denial must be provided to the Owner by certified mail, hand delivery, or electronic delivery, which notice must:

- (1) describe the basis for the denial in reasonable detail and the changes, if any, to the application or improvements required as a condition to approval; and
- (2) inform the Owner that the Owner may request a hearing on or before the 30th day after the notice was mailed to the Owner.

In the event that an Owner requests a hearing as provided for in this Section, the Board must hold the hearing not later than the 30th 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 no later than the 10th day before the date of the hearing. Either the Board or the Owner may request a postponement of the hearing, which postponement must be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the parties. Notwithstanding the foregoing, the hearing may be scheduled outside of these parameters by agreement of the parties. The hearing may be held by virtual or telephonic means, in which case the access information for the virtual or telephonic hearing is the “place” of the hearing for purposes of the notice.

During the hearing, the Board or the Association’s designated representative and the Owner or the Owner’s designated representative will each be provided the opportunity to discuss, verify facts, and resolve the denial of the Owner’s application or request for the construction of improvements, and the changes, if any, requested by the ARC in the notice provided to the Owner under this Section. Following the hearing, the Board may affirm, modify, or reverse, in whole or in part, any decision of the ARC as consistent with the Dedicatory Instruments and in the Board’s sole discretion. The Association, the Owner, or both, may make an audio recording of the hearing.

Owners are entitled to one hearing, unless the Board, in its sole and absolute discretion, agrees to allow additional hearings. In accordance with Section 209.007(e) of the Texas Property Code or its successor statute, an Owner or the Board may use alternative dispute resolution services.

ARTICLE VI. MISCELLANEOUS

A. Fiscal Year

The fiscal year of the Association is January 1st to December 31st of each year.

B. Parliamentary Rules

Except as may be modified by Board resolution, Robert's Rules of Order (current edition) may, but is not required to, govern the conduct of Association proceedings when not in conflict with Texas law, the Certificate of Formation, the Declaration, or these Bylaws.

C. Conflicts

If there are conflicts between the provisions of Texas law, the Certificate of Formation, the Declaration, and these Bylaws, then the provisions of Texas law, the Declaration, the Certificate of Formation, and these Bylaws (in that order) prevail.

D. Books and Records

The inspection, production, and copying of the records of the Association must be made pursuant to the Access, Production, and Copying Policy adopted by the Board.

Every director has the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical property owned or controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant documents at the expense of the Association.

E. Notices

Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws must be in writing and are deemed to have been duly given if delivered personally or if sent by United States Mail, first-class postage pre-paid:

- a. if to a Member, at the address that the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of such Member; or
- b. if to the Association, to the Board, or to the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as will be designated by notice in writing to the Members pursuant to this Section.

F. Amendment

These Bylaws may be amended only by the affirmative vote or written consent, or any combination thereof, of a majority of the Board (and the consent of the Class B Member, so long as such membership exists). Notwithstanding the above, the percentage of votes or other approval necessary to amend a specific clause will not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

G. Indemnity

To the fullest extent permitted by applicable law, the Association agrees to indemnify, protect, hold harmless, and defend its officers, directors, and committee members (collectively referred to as the “*Indemnitees*”) from and against all claims, demands, damages, injuries, losses, liens, causes of action, suits, judgments, penalties, liabilities, debts, costs, and expenses, including court costs and attorney’s fees (collectively, the “*Liabilities*”), of any nature, kind, or description, whether arising out of contract, tort, strict liability, misrepresentation, violation of applicable law, or any cause whatsoever (including, without limitation, claims for injuries to or death of any person, or damages to or loss of any property) of any person or entity directly or indirectly arising out of, caused by, in connection with, or resulting from any act or omission of any of the Indemnitees; provided, however, that the Association will not indemnify the Indemnitees for any Liabilities arising as a result of the gross negligence or willful misconduct of the Indemnitees. **THE OBLIGATIONS OF THE ASSOCIATION UNDER THIS SECTION APPLY TO THE LIABILITIES EVEN IF SUCH LIABILITIES ARE CAUSED IN WHOLE OR IN PART BY THE SOLE, JOINT, OR CONCURRENT NEGLIGENCE, FAULT, OR STRICT LIABILITY OF ANY INDEMNITEE AND WHETHER OR NOT SUCH SOLE OR CONCURRENT NEGLIGENCE, FAULT OR STRICT LIABILITY WAS ACTIVE OR PASSIVE.**

The Indemnitees will promptly advise the Association in writing of any action, administrative or legal proceeding, or investigation as to which indemnification may apply, and the Association, at the Association’s expense, will assume on behalf of the Indemnitees and conduct with due diligence and in good faith the defense thereof with competent trial counsel; provided, however, that the Indemnitees will have the right, at their own option, to be represented by advisory counsel of their own selection and at their own expense.

In the event of the failure by the Association to fully perform its obligations in accordance with this Section, the Indemnitees, at their option, and without relieving the Association of its obligations hereunder, may so perform, but all costs and expenses incurred by the Indemnitees in that event will be reimbursed by the Association to the Indemnitees, together with interest, on the same from the date any such expense was paid by the Indemnitees until reimbursed by the Association, at the highest lawful rate of interest allowed under applicable usury laws of the State of Texas (or, if no maximum rate is applicable, at the rate of 18% per annum). The indemnification will not be limited to damages, compensation, or benefits payable under insurance policies. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under this Section, such legal limitations are made a part of the indemnification obligations and will operate to amend the indemnification obligations to the minimum extent necessary to bring the provisions into conformity with the

requirements of such limitations, and as so modified, the indemnification obligations will continue in full force and effect.

H. Business Judgment Rule

Any act or thing done by any director, officer, or committee member taken in furtherance of the purposes of the Association and accomplished in conformity with the procedures set forth in the Dedicatory Instruments and the laws of the State of Texas will be reviewed under the standard of the Business Judgment Rule as established by the common law of Texas, and such act or thing done is not a breach of duty on the part of the director, officer, or committee member if it has been done within the exercise of the director's, officer's, or committee member's discretion and judgment.

The Business Judgment Rule means that a court may not substitute its judgment for that of the director, officer, or committee member. A court may not re-examine the quality of the decisions made by the director, officer, or committee member by determining the reasonableness of the decision as long as the decision is made in good faith in what the director, officer, or committee member believes to be the best interest of the corporation.

I. Owner Conflict

If an Owner is involved in litigation with the Association as to a conflict of interpretation of the Dedicatory Instruments, including, but not limited to, the Declaration, the Certificate of Formation for the Association, the rules and regulations promulgated by the Association, the Guidelines, the policies, these Bylaws, or the amount of delinquent Assessments, that Owner may not participate in any Association meeting or activity subject to any applicable parameters set forth in Section 209.0059 of the Texas Property Code, or its successor statute. Additionally, after notice and an opportunity to be heard, if required by law, an Owner's use of the Common Area may be withheld to the extent allowed by law.

J. Dissolution, Winding Up, Termination

The Association may be wound-up or dissolved pursuant to the Texas Business Organizations Code, or its successor statute. If the Association is wound-up or dissolved, the assets will be distributed pursuant to a plan of distribution approved by the Members.

K. Jurisdiction and Venue

The provisions in these Bylaws are governed by and enforced in accordance with the laws of the State of Texas. Venue is mandatory in Williamson County, Texas.

L. Interpretation

For purposes of these Bylaws, (a) "include", "includes", and "including" are deemed to be followed by the words "without limitation", (b) "or" is not exclusive, (c) "any" means "any and all", and (d) "may not" is a prohibition and does not mean "might not" or its equivalents.

CERTIFICATION

I, the undersigned, do certify:

That I am the President of Nolina Residential Association, Inc., a Texas nonprofit corporation;

That these Bylaws constitute the original Bylaws of the Association, as duly adopted at a meeting of the Board of Directors where a quorum was present held on the 12 day of October, 2023.

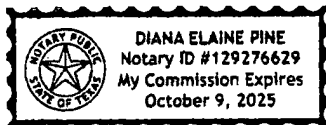
IN WITNESS WHEREOF, I have hereunto subscribed my name on this the 12 day of October, 2023.

By: [Signature]
Print Name: Matt Banks
Title: President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, on this day personally appeared Matt Banks, the President of Nolina Residential Association, Inc., known by me to be the person whose name is subscribed to this instrument and acknowledged to me that s/he executed the same for the purposes and in the capacity stated in this instrument, and as the act and deed of said corporation.

Given under my hand and seal of office, this 12 day of October, 2023.



[Signature]
Notary Public – State of Texas

① RMWBH
E 2800 Post Oak Blvd
Suite 5777
Houston, TX 77056

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2023087672

BY [Signature] Fee: \$130.00
10/20/2023 12:22 PM ATAYLOR



[Signature]
Nancy E. Rister, County Clerk
Williamson County, Texas



**SUPPLEMENTAL AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
NOLINA (RESIDENTIAL PROPERTY)**

PHASE 1, SECTION 1

(save and except Lots 1 and 2, Block R and Lot 2, Block A)

After Recording, Return To:

Lisa L. Gambrell
Isabella L. Vickers
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Boulevard, 57th Floor
Houston, Texas 77056

**SUPPLEMENTAL AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
NOLINA (RESIDENTIAL PROPERTY)**

PHASE 1, SECTION 1

(save and except Lots 1 and 2, Block R and Lot 2, Block A)

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Supplemental Amendment to the Declaration of Covenants, Conditions, and Restrictions for Nolina (Residential Property), Phase 1, Section 1 (save and except Lots 1 and 2, Block R and Lot 2, Block A) (this “*Supplemental Amendment*”) is made by JDS RR LLC, a Texas limited liability company (“*Declarant*”).

RECITALS:

Declarant filed that certain Declaration of Covenants, Conditions, and Restrictions for Nolina (Residential Property) in the Official Public Records of Williamson County, Texas under Clerk’s File No. 2023077234, as same has been or may be amended and supplemented from time to time (the “*Declaration*”).

Pursuant to Article III of the Declaration, Declarant reserved the exclusive right to annex additional property into Nolina and to subject the additional property to the Declaration and to the jurisdiction of Nolina Residential Association, Inc. (the “*Association*”).

Pursuant to the terms of Article III of the Declaration, Declarant may subject additional property to supplemental restrictions that apply only to the real property being annexed and may create exceptions to, or otherwise modify, the terms of the Declaration in order to reflect the different or unique character or intended use of the annexed real property.

The plat for Nolina, Phase 1, Section 1 (the “*Phase 1, Section 1 Plat*”) was recorded under Document No. 2023078970 in the Official Public Records of Williamson County, Texas and sets forth a number of proposed uses, including Lots proposed for single family residential, commercial, multifamily, open space, drainage, lift station, landscape, and amenity center use.

For purposes of this Supplemental Amendment, Lots 1, 3, 28, and 31, Block A; 21, Block C; 1, Block E; 1, Block F; and 1, Block Q, as noted on the Phase 1, Section 1 Plat, are referred to as “*Reserve Areas*”, as more particularly set forth in this Supplemental Amendment.

This Supplemental Amendment annexes into Nolina the entirety of the land set forth on the Phase 1, Section 1 Plat, save and except Lots 1 and 2, Block R and Lot 2, Block A (collectively, the “*Commercial Tracts*”), as more particularly set forth in this Supplemental Amendment.

Declarant is the owner of Lots: 4 – 27, 29 – 30, Block A; 1 – 30, Block B; 1 – 20, Block C; 1 – 35, Block D; 2 – 16, Block E; 2 – 21, Block F; and 1 – 17, Block G; the Reserve Areas, and

all streets as shown on the Phase 1, Section 1 Plat (the foregoing Lots, Reserve Areas, and streets are collectively referred to in this Supplemental Amendment as “*Phase 1, Section 1*”).

Reference is made to the Declaration for all purposes, and the capitalized terms used in this Supplemental Amendment have the meanings set forth in the Declaration, unless otherwise specified in this Supplemental Amendment.

SUPPLEMENTAL AMENDMENT:

Pursuant to the powers retained by Declarant in the Declaration, Declarant annexes Phase 1, Section 1 into Nolina. The Commercial Tracts described on the Phase 1, Section 1 Plat are not being annexed into Nolina via this Supplemental Amendment. Phase 1, Section 1 carries with it all the rights, privileges, and obligations granted to the Property initially encumbered by the Declaration, including, but not limited to, the right to be annexed, and is annexed into the body of the Property subject to the Declaration and submitted to the jurisdiction of the Association. Phase 1, Section 1 will be held, transferred, sold, conveyed, used, and occupied subject to the covenants, Assessments, restrictions, easements, charges, and liens set forth in the Dedicatory Instruments, including, but not limited to, the Declaration and this Supplemental Amendment.

1. Square Footage Requirements

For the purposes of this Supplemental Amendment:

“**45’ Lots**” means: Lots 1, 2, and 5, Block D

“**50’ Lots**” means: Lots 4 – 27, 29, and 30, Block A; Lots 20 – 30, Block B; Lots 1 – 5, Block C; Lots 3, 4, 6, 22 – 35, Block D; Lots 2 – 16, Block E; Lots 2 – 17, Block F; Lots 1 – 17, Block G

“**60’ Lots**” means: Lots 1 – 19, Block B; Lots 6 – 20, Block C; Lots 1, 2, 5, 7 – 21, Block D; Lots 18 – 21, Block F

The minimum and maximum living area of Dwellings within Phase 1, Section 1 will be as follows:

45’ Lots: Minimum of 1,400 square feet
Maximum of 2,200 square feet

50’ Lots: Minimum of 1,700 square feet
Maximum of 3,200 square feet

60’ Lots: Minimum of 2,650 square feet
No maximum

Living area does not include porches, garages, or non-air conditioned areas.

2. Reserve Areas

Lots 1, 3, 28, and 31, Block A; 21, Block C; 1, Block E; 1, Block F; and 1, Block Q (individually, a “*Reserve Area*” and collectively, the “*Reserve Areas*”) are labeled on the Phase 1, Section 1 Plat as “lots”, however, for purposes of the Dedicatory Instruments, the Reserve Areas are not considered “Lots” as defined in the Declaration. The Reserve Areas (i) are or will be owned by a special purpose district, (ii) will not be used for single family residential use, (iii) have no vote, and (iv) have no obligation to pay Assessments.

3. Notices

Owners and Occupants of Lots within Phase 1, Section 1 are advised that the following conditions exist or may exist within or near Phase 1, Section 1 (collectively referred to as the “*Conditions*”):

1. A number of manmade, natural, and environmentally sensitive areas may exist within or in proximity to the Property, including Phase 1, Section 1, and these areas may serve as habitats for a variety of native plants and wildlife, including, without limitation, insects, alligators, bobcats, coyotes, venomous and non-venomous snakes and other reptiles, deer, armadillos, and other animals, some of which may pose hazards to persons or pets coming in contact with them.
2. Reserve areas exist throughout the Property, including the following Reserve Areas within Phase 1, Section 1: the Reserve Areas located upon lots 1 and 3, Block A, restricted in their use to landscape purposes; the Reserve Area located upon lot 28, Block A, restricted in its use to lift station purposes; the Reserve Area located upon lot 31, Block A, restricted in its use to open space/drainage purposes; the Reserve Area located upon lot 21, Block C, restricted in its use to amenity center purposes; the Reserve Area located upon lot 1, Block E, restricted in its use to landscape purposes; the Reserve Area located upon lot 1, Block F, restricted in its use to landscape purposes; and the Reserve Area located upon lot 1, Block Q, restricted in its use to drainage easement purposes.
3. One or more parks, recreational areas, or amenity centers exist or may exist within or in proximity to the Property, including within the Reserve Area located on lot 21, Block, C within in Phase 1, Section 1 (all such parks, recreational areas, and amenity centers are collectively referred to as the “*Recreational Facilities*”).
4. One or more detention areas exist or may exist within or in proximity to the Property, including within the Reserve Area located on lot 31, Block A within Phase 1, Section 1. One or more fountains have been or may be installed in the detention areas.
5. Adjacent land that is not owned by the Association or Declarant exists in proximity to the Property, outside of the platted area.
6. Surrounding uses and conditions exist or may exist within or in proximity to the Property, including commercial uses (which may include, but are not limited to,

hotels, conference centers, restaurants, urban shopping centers and markets, medical and institutional facilities, large corporate campuses, multifamily uses, as well as land that is not owned by Declarant or the Association).

7. A lift station exists or may exist within the Reserve Area located on lot 28, Block A within Phase 1, Section 1.
8. The following easements exist or may exist within or in proximity to the Property, including Phase 1, Section 1:
 - a. A 0.078 acre drainage easement, more particularly described by that instrument recorded under Document No. 2006018714 in the Official Public Records of Williamson County, Texas;
 - b. A variable width wastewater easement, more particularly described by that instrument recorded under Document No. 2023065344 in the Official Public Records of Williamson County, Texas;
 - c. A variable width wastewater easement, more particularly described by that instrument recorded under Document No. 2023065345 in the Official Public Records of Williamson County, Texas;
 - d. A 15-foot waterline easement, more particularly described by that instrument recorded under Document No. 2023065346 in the Official Public Records of Williamson County, Texas;
 - e. A 15-foot force main easement, more particularly described by that instrument recorded under Document No. 2023065347 in the Official Public Records of Williamson County, Texas; and
 - f. A 15-foot force main easement, more particularly described by that instrument recorded under Document No. 2023065348 in the Official Public Records of Williamson County, Texas.
9. The proposed 100-year Atlas-14 floodplain exists or may exist within or in proximity to the Property, including Phase 1, Section 1.

Owners are advised that there may be potentially dangerous conditions that exist within or near portions of the Property, including Phase 1, Section 1, such as, by way of illustration and not limitation, the following: holes, streams, roots, stumps, ditches, gullies, flooding, standing water, murky water, erosion, instability of natural topography, insects, reptiles, and animals. It is possible for some or all of these conditions to extend into the Lots within Phase 1, Section 1. Each Owner and Occupant of any Lot, and every person entering Phase 1, Section 1 (i) acknowledges that there are plants and wildlife that are indigenous to the area and are not restrained or restricted in their movements within or throughout the Property; and (ii) assumes all risk of personal injury arising from the presence of such plants and wildlife within the Property. Neither the Association, Declarant, any successor declarant, nor the members, partners, affiliates, officers, directors, agents, or employees of any of the foregoing, has any duty to take action to control, remove, or eradicate

any plant or wildlife in the Property, nor are they liable for any injury resulting from the presence, movement, or propagation of any plant or wildlife within or throughout the Property.

OWNERS AND OCCUPANTS OF LOTS WITHIN PHASE 1, SECTION 1 AGREE TO HOLD HARMLESS DECLARANT AND THE ASSOCIATION, INCLUDING THEIR RESPECTIVE DIRECTORS AND OFFICERS, AND RELEASE THEM FROM ANY LIABILITY FOR THE EXISTENCE, PLACEMENT, CONSTRUCTION, DESIGN, OPERATION, REPLACEMENT, AND MAINTENANCE OF THE CONDITIONS AND AGREE TO INDEMNIFY SUCH RELEASED PARTIES FROM ALL LIABILITY RELATED TO SUCH OWNER'S OR OCCUPANT'S USE OF, OR PROXIMITY TO, THE CONDITIONS.

Each Owner and Occupant of a Lot within Phase 1, Section 1 acknowledges and understands that the Association, its Board, and Declarant are not insurers and that each Owner and Occupant assumes all risks for loss or damage to persons and property. Each Owner and Occupant of a Lot within Phase 1, Section 1 further acknowledges that the Association, its directors, officers, managers, agents, and employees, Declarant, and any successor declarant have made no representations or warranties, nor has any Owner or Occupant relied upon any representations or warranties, expressed or implied, relative to water levels, water clarity, safety, any use, or any future change in use of the Conditions.

Owners of Lots within Phase 1, Section 1 grant an easement to Declarant and the Association, including their respective designees, for any incidental noise, water, lighting, odors, parking, overspray from fountains, visibility, and traffic that may occur due to the Conditions. There is further reserved for Declarant, the Association, and their designees an easement to the extent necessary over portions of Lots located in proximity to the Conditions for water and overspray of any products used to control vegetation within the Conditions.

Declarant and the Association are not responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of the Conditions within the Property.

Owners and Occupants of Lots that are located in proximity to the Conditions must take care and may not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards, or any other foreign matters to infiltrate the Conditions. **ANY OWNER OR OCCUPANT PERMITTING OR CAUSING SUCH INFILTRATION MUST INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION, INCLUDING ITS DIRECTORS AND OFFICERS, FOR ALL COSTS OF CLEAN UP AND REMEDIATION NECESSARY TO RESTORE THE CONDITIONS TO THEIR CONDITION IMMEDIATELY PRIOR TO ANY SUCH INFILTRATION.**

Owners of Lots located in proximity to the Recreational Facilities ("*Affected Lots*") are subject to the risk of damage or injury due to errant sports balls and the use of improvements (if any) existing within the Recreational Facilities. Owners of Affected Lots, their successors, and assigns, assume the risk of damage and injury and release the Association and Declarant, their agents, employees, officers, directors, successors, and assigns, from any liability for damage or injury caused by errant sports balls in, on, or around the Recreational Facilities and the use and

improvements (if any) of the Recreational Facilities. There is reserved and granted to Declarant and the Association, as to the Affected Lots, along with Declarant's and Association's independent contractors, agents, members, guests, and invitees, a nonexclusive easement over and across the Affected Lots, or portions thereof as provided below, for the following purposes:

- (i) Flight of sports balls over, across, and upon the Affected Lots;
- (ii) Doing of every act necessary and incident to the use of and playing of recreational activities on or within the Recreational Facilities, including, lighting of parking facilities and lighting within the Recreational Facilities; and
- (iii) Creation of noise related to the normal maintenance, operation, and use of and recreational activities on the Recreational Facilities, including, but not limited to, the operation of mowing and spraying equipment. Such noise may occur from early morning until late evening.

4. Fencing

Community Fences have been or will be constructed on or adjacent to those portions of the following Lots within Phase 1, Section 1:

- a. A portion of the most northerly side Lot line of Lot 4, Block A;
- b. The rear Lot lines of Lots 4 – 17, Block A;
- c. A portion of the most northerly side Lot line of Lot 2, Block E;
- d. The rear Lot lines of Lots 2 – 16, Block E;
- e. A portion of the most southerly side Lot line of Lot 16, Block E;
- f. A portion of the most northerly side Lot line of Lot 2, Block F;
- g. The rear Lot lines of Lots 2 – 17 and 19 – 21, Block F; and
- h. A portion of the most southerly side Lot line of Lot 21, Block F.

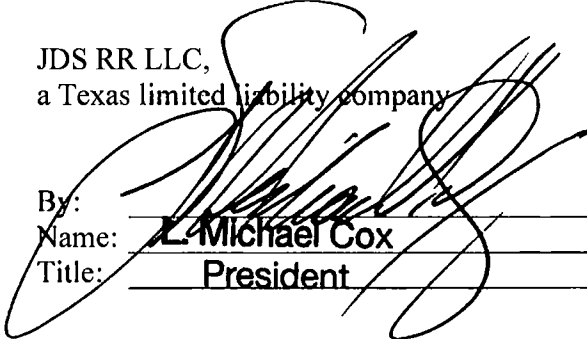
Such Lots are considered Adjacent Lots and are subject to the provisions in the Declaration pertaining to Community Fences (as those terms are defined in the Declaration). Declarant, the Association, or the Community Fence owner, as applicable, have an easement on the Adjacent Lots for the installation, maintenance, repair, or replacement of the Community Fences, as more particularly described in the Declaration.

Save and except the fencing noted above, all other fencing located upon the Lots within Phase 1, Section 1 must be installed, maintained, repaired, and replaced in accordance with the Dedicatory Instruments.

IN WITNESS WHEREOF, this Supplemental Amendment is executed as of the 31 day of October, 2023.

DECLARANT:

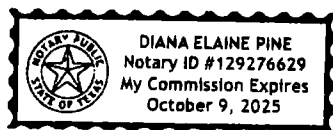
JDS RR LLC,
a Texas limited liability company

By: 
Name: L. Michael Cox
Title: President

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared L. Michael Cox, the President of JDS RR LLC, a Texas limited liability company, known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes and in the capacity expressed in this instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 31 day of October, 2023.



Diana Elaine Pine
Notary Public – State of Texas

LIENHOLDER CONSENT AND SUBORDINATION

Western Alliance Bank, an Arizona corporation, being the sole beneficiary of a purchase money mortgage lien (as set forth in the Declaration) and other liens, assignments, and security interests encumbering all or a portion of the Property consents to the terms and provisions of this Supplemental Amendment to which this Lienholder Consent and Subordination is attached and acknowledges that the execution thereof does not constitute a default under the lien document or any other document executed in connection with or as security for the indebtedness above described, and subordinates the liens of the lien document and any other liens or security instruments securing the indebtedness to the Supplemental Amendment (and the covenants, conditions and restrictions in this Supplemental Amendment), and acknowledges and agrees that a foreclosure of the liens or security interests will not extinguish this Supplemental Amendment (or the covenants, conditions and restrictions in this Supplemental Amendment). No warranties of title are made by lienholder, lienholder's joinder being solely limited to such consent and subordination.

SIGNED AND EXECUTED THIS on November 1, 2023.

WESTERN ALLIANCE BANK,
an Arizona corporation

By: *Tomas*
Print Name: TOMAS FECH
Title: SVP

STATE OF ~~TEXAS~~ Arizona §
 §
COUNTY OF Maricopa §

This instrument was acknowledged before me on the 1st day of November 2023, by Tomas Fech, the Sr. Vice President of Western Alliance Bank, an Arizona corporation, on behalf of this entity.



Gail B Geach
Notary Public - State of ~~Texas~~ Arizona

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2023091807

Pages: 10 Fee: \$58.00

11/03/2023 10:59 AM

DLAM



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas



**SUPPLEMENTAL AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR NOLINA
(COMMERCIAL PROPERTY)**

WILLIAMSON COUNTY ESD NO. 7 TRACT

After recording return to:

Lisa L. Gambrell
Lindsey N. McFadden
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Blvd., 57th Floor
Houston, Texas 77056

Copyright © 2024 by Roberts Markel Weinberg Butler Hailey PC, all rights reserved.

1

FILED BY
ALAMO TITLE COMPANY
(HOUSTON)

ATCH# 23131507-00

**SUPPLEMENTAL AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR NOLINA
(COMMERCIAL PROPERTY)**

WILLIAMSON COUNTY ESD NO. 7 TRACT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Supplemental Amendment to the Declaration of Covenants, Conditions, and Restrictions for Nolina (Commercial Property), Williamson County ESD No. 7 Tract (this “*Supplemental Amendment*”), is made by JDS RR LLC, a Texas limited liability company (the “*Declarant*”).

WHEREAS, the Declarant filed the Declaration of Covenants, Conditions, and Restrictions for Nolina (Commercial Property), under Clerk’s File No. 2023007155 in the Official Public Records of Williamson County, Texas, as same has been or may be amended from time to time (the “*Declaration*”); and

WHEREAS, pursuant to Article VII of the Declaration, the Declarant reserved the exclusive right to annex additional land into the Property; and

WHEREAS, pursuant to the terms of the Declaration, the Declarant may subject additional property to supplemental restrictions that apply only to the real property being annexed and that may create exceptions to, or otherwise modify, the terms of the Declaration in order to reflect the unique character and intended use of such annexed real property; and

WHEREAS, the Declarant is the owner of certain real property situated in Williamson County, Texas, which property is more particularly described on Exhibit A, attached to and made a part of this Supplemental Amendment for all purposes (the “*WCESD 7 Tract*”); and

WHEREAS, reference is made to the Declaration for all purposes, and the capitalized terms used in this Supplemental Amendment have the meanings set forth in the Declaration, unless otherwise specified in this Supplemental Amendment.

NOW, THEREFORE, pursuant to the powers retained by the Declarant in the Declaration, the Declarant annexes the WCESD 7 Tract into the Property. The WCESD 7 Tract carries with it all applicable rights, privileges, and obligations granted to the Property initially encumbered by the Declaration, including, but not limited to, the right to be annexed, and is annexed into the body of the Property subject to the Declaration without approval of the Class A Membership. The WCESD 7 Tract is additionally subject to the jurisdiction of the Nolina Commercial Association, Inc. (the “*Association*”).

The Declarant designates, declares, adopts, establishes, and imposes the following supplemental covenants, conditions, and restrictions on the WCESD 7 Tract:

1. Use Restriction

For a period of 20 years from the date of recording of this Supplemental Amendment (the “**20 Year Period**”), the development and use of the WCESD 7 Tract is limited to public fire and emergency services facilities for the residents of Williamson County, Texas (collectively, the “**Permitted Use**”).

a. Change in Permitted Use During the 20 Year Period

If the 20 Year Period and Class B Membership are both in effect, only the WCESD 7 Tract Owner and the Declarant may agree to amend this Supplemental Amendment regarding a change in the Permitted Use of the WCESD 7 Tract, so long as the new use complies with the terms set forth in the Declaration. Any such amendment must be in writing and filed in the Official Public Records of Williamson County, Texas.

If the 20 Year Period is in effect yet Class B Membership has expired, only the WCESD 7 Tract Owner and the Association may agree to a change in the Permitted Use, so long as the new use complies with the terms set forth in the Declaration. Any such amendment must be in writing and filed in the Official Public Records of Williamson County, Texas.

b. Change in Permitted Use After the 20 Year Period

After the expiration of the 20 Year Period, the WCESD 7 Tract may be used in any manner permitted by law, so long as such use is not prohibited by the Declaration. Any change in the designated Permitted Use for the WCESD 7 Tract must have the prior written approval of (i) the Declarant, if Class B Membership is still in effect, or (ii) the Association, if Class B Membership has terminated. Any such prior written approval by the Declarant or the Association may not be unreasonably withheld, conditioned, or delayed, and must be filed in the Official Public Records of Williamson County, Texas. Further, after the expiration of the 20 Year Period, the use for the WCESD 7 Tract may not be unilaterally amended by the Declarant, the Association, or the Members, and any such amendment must have the joinder of the WCESD 7 Tract Owner and must be filed in the Official Public Records of Williamson County, Texas.

2. Notices

The WCESD 7 Tract Owner is advised that the WCESD 7 Tract is subject to Guidelines. The WCESD 7 Tract Owner is further advised that the WCESD 7 Tract is subject to building lines, easements, paving limits, and greenspace preserves as set forth on Exhibit A and in the Dedicatory Instruments.

3. Assessments and Voting Rights

For so long as the WCESD 7 Tract is used for the Permitted Use set forth in this Supplemental Amendment, the WCESD 7 Tract will be exempt from Assessments and there will be no voting rights with respect to the WCESD 7 Tract per the provisions set forth in the

Declaration. In the event the WCESD 7 Tract is no longer used for the Permitted Use: (i) the WCESD 7 Tract Owner will be obligated to pay all applicable then-current Assessments and (ii) voting rights will be restored in accordance with the Declaration with respect to the WCESD 7 Tract.

4. General

Article VI, Section 6.07(a) of the Declaration is modified as to the WCESD 7 Tract in order to permit lights, sirens, and other activities typically associated with the Permitted Use.

The Owner of the WCESD 7 Tract waives any constitutional, statutory, or common law right to sovereign or governmental immunity from liability or suit in the limited instance of the Association's enforcement of the Dedicatory Instruments applicable to the WCESD 7 Tract.

Save and except the amendment provisions set forth in Section 1 above regarding a change in use for the WCESD 7 Tract, this Supplemental Amendment may only be amended pursuant to the amendment provisions set forth in the Declaration, and, for so long as the Class B Membership exists, with the joinder of Declarant, and thereafter with the joinder of the Association.

In the event of a conflict between any provision within this Supplemental Amendment and the Declaration, the provisions in this Supplemental Amendment control.

[Signature pages follow]

IN WITNESS WHEREOF, this Supplemental Amendment to the Declaration of Covenants, Conditions, and Restrictions for Nolina (Commercial Property), Williamson County No. 7 Tract, is executed as of the _____ day of _____, 2024.

DECLARANT:

JDS RR LLC, a Texas limited liability company

By: _____
Print Name: L. Michael Cox
Print Title: President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 1st day of February, 2024, by L. Michael Cox, the President of JDS RR LLC, a Texas limited liability company, on behalf of such entity.

Diana Elaine Pine
Notary Public – State of Texas

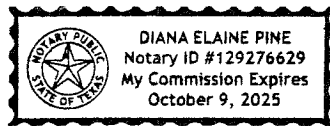
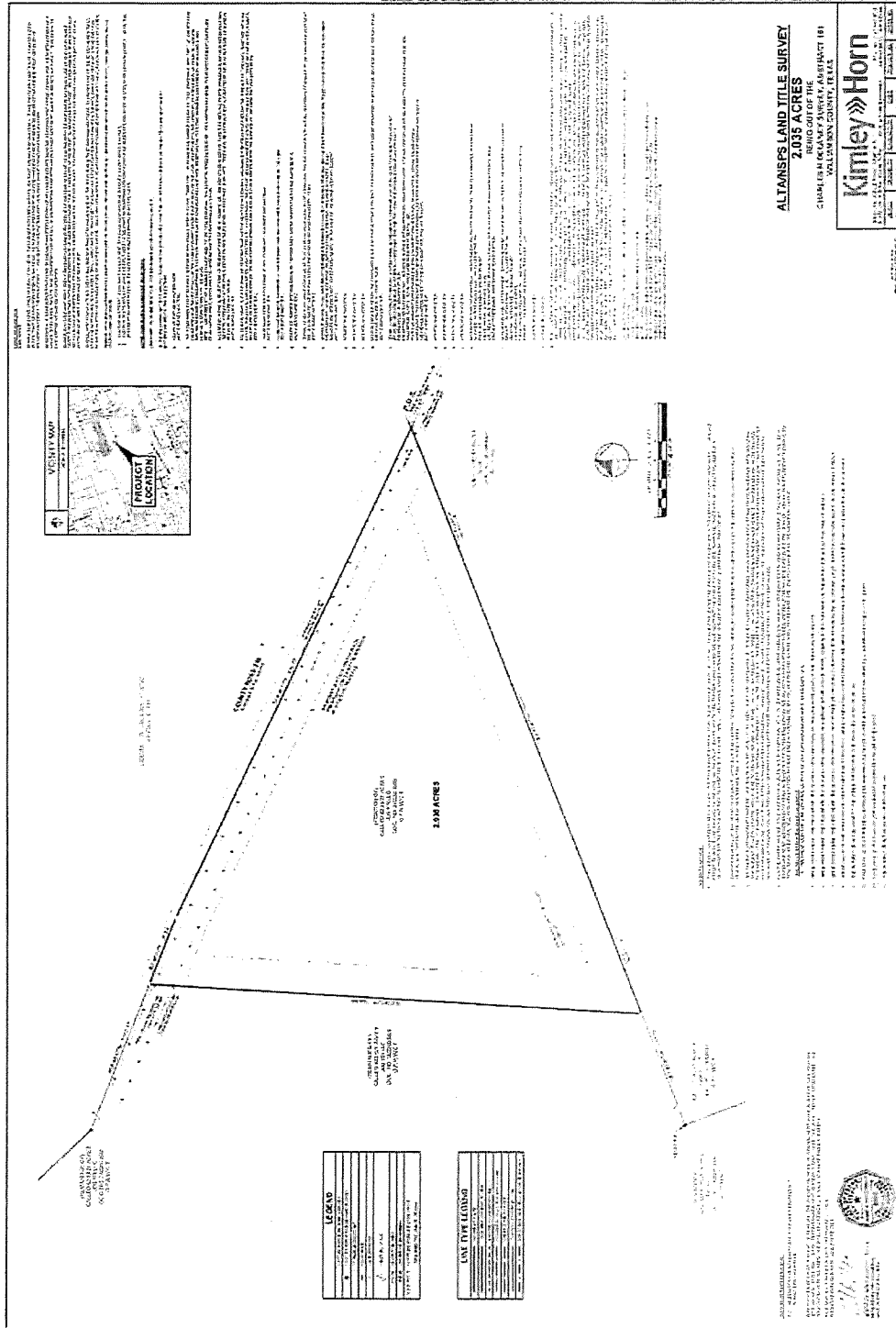


EXHIBIT A

(survey and metes and bounds description follow)



**LEGAL DESCRIPTION OF LAND:
2.035 ACRES**

BEING A 2.035 ACRES TRACT OF LAND SITUATED IN THE CHARLES H DELANEY SURVEY, ABSTRACT 181, WILLIAMSON COUNTY, TEXAS; AND BEING A PORTION OF A CALLED 523.521 ACRES TRACT OF LAND DESCRIBED TO JDS RR LLC, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NUMBER 2022053696 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.); AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND, IN THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 248, A VARIABLE WIDTH RIGHT-OF-WAY, FOR THE NORTH CORNER OF A CALLED 362.01 ACRES TRACT OF LAND DESCRIBED TO GVM III, LLC, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NUMBER 2019009671, O.P.R.W.C.T., SAME BEING THE EAST CORNER OF SAID 523.521 ACRES TRACT;

THENCE, SOUTH 68°43'48" WEST, DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 248, WITH THE NORTHWEST BOUNDARY LINE OF SAID 362.01 ACRES TRACT, SAME BEING THE SOUTHEAST BOUNDARY LINE OF SAID 523.521 ACRES TRACT, A DISTANCE OF 500.00 FEET TO A CALCULATED POINT; AND FROM WHICH A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "RPLS 5784" FOUND, FOR THE WEST CORNER OF SAID 362.01 ACRES TRACT AND AN INTERIOR ANGLE CORNER OF SAID 523.521 ACRES TRACT, BEARS SOUTH 68°43'48" WEST, A DISTANCE OF 2565.82 FEET;


THENCE, NORTH 03°24'12" EAST, DEPARTING SAID NORTHWEST BOUNDARY LINE OF THE 362.01 ACRES TRACT AND SAID SOUTHEAST BOUNDARY LINE OF THE 523.521 ACRES TRACT, OVER AND ACROSS SAID 523.521 ACRES TRACT, A DISTANCE OF 386.46 FEET TO A CALCULATED POINT, IN SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 248, SAME BEING THE NORTHEAST BOUNDARY LINE OF SAID 523.521 ACRES TRACT; AND FROM WHICH A 1/2-INCH IRON ROD FOUND, BEARS NORTH 68°46'17" WEST, A DISTANCE OF 1167.17 FEET;

THENCE, WITH SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 248 AND SAID NORTHEAST BOUNDARY LINE OF SAID 523.521 ACRES TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. SOUTH 68°46'17" EAST, A DISTANCE OF 56.23 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
2. SOUTH 64°46'17" EAST, A DISTANCE OF 431.77 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.035 ACRES OF LAND, MORE OR LESS, IN WILLIAMSON COUNTY, TEXAS. THIS DOCUMENT WAS PREPARED IN THE OFFICE OF KIMLEY-HORN INC. IN AUSTIN, TEXAS.

SURVEYOR'S NOTES:

BASIS OF BEARINGS IS THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203). ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE VALUES. THE SURFACE ADJUSTMENT FACTOR IS 1.0001528486. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.


MICHAEL A. MONTGOMERY II, R.P.L.S.
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6890



**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2024017869

Pages: 8 Fee: \$53.00

03/07/2024 12:22 PM

ATAYLOR



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas



**NOLINA RESIDENTIAL ASSOCIATION, INC.
POOL RULES**

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

I. PURPOSE

The purpose of these Pool Rules (this “*Pool Rules*”) is to set forth the rules and procedures applicable to the use and enjoyment of the pool facilities owned by Nolina Residential Association, Inc. (the “*Association*”) located within Nolina development. The Board of Directors (the “*Board*”) of the Association has determined that it is in the best interest of the Association to establish these Pool Rules for the property subject to its jurisdiction.

II. APPLICABILITY AND AUTHORITY

The property encumbered by this Policy is that property restricted by the Declaration of Covenants, Conditions, and Restrictions for Nolina (Residential Property), recorded under Clerk’s File No. 2023077234 in the Official Public Records of Williamson County, Texas, as same has been or may be amended from time to time (the “*Declaration*”), and any other property which has been or may be annexed into Nolina and made subject to the authority of the Association.

The capitalized terms used in this Policy are defined in the same manner as set forth in the Declaration and the interpretation provision set forth in the Declaration applies to this Policy, which definitions and interpretation provision are incorporated in this Policy by this reference.

Pursuant to the Dedicatory Instruments governing the Property, the Association is vested with the authority to adopt policies, rules, and guidelines.

The Board adopts these Pool Rules, which run with the land and are binding on all Owners and Lots within the Property. This Policy is effective upon the recording of same. After the effective date, this Policy replaces any previously recorded or implemented policy that addresses the subjects contained in this Policy.

Invalidation of any one or more of the covenants, conditions, restrictions, or provisions contained in this Policy will in no way affect any one of the other covenants, conditions, restrictions, or provisions of this Policy, which remain in full force and effect.

I. POOL RULES

For purposes of these Pool Rules, "Owner" also includes the lessee(s) of a Dwelling within Nolina. All persons using the pool or pool area are referred to as "**Patrons**".

A. Access to the Pool and Pool Area.

1. Owners and Occupants of Nolina and their guests are permitted to use the pool and pool area at Nolina. An Owner or Occupant residing in the Property must accompany his or her guests at all times while in the pool area.
2. Children under the age of 14 must be accompanied and supervised at all times while at the pool and in the pool area by an Owner or Occupant who (i) resides in the Property and (ii) is 18 years of age or older.
3. Amenity fobs or passes are required for admittance to the pool area. Only 4 guests are allowed per amenity fob or pass.
4. Before using the pool, Patrons must check in at the amenity center to complete a Waiver of Liability, Disclaimers, and Indemnity Agreement.
5. The gate must be closed at all times.
6. The pool/pool area hours of operation are 9:00 a.m. – 9:00 p.m. Monday through Friday and 8:00 a.m. – 10:00 p.m. Saturday and Sunday. Exceptions may apply for holidays or special circumstances including remodeling, renovations, cleaning, or hazards.
7. Animals are prohibited from entering the pool. Assistance Animals, as defined in the Fair Housing Act, may enter the pool area.

B. Pool and Pool Area Use.

1. The use of the pool and pool area is at the Patron's own risk.
2. The lifeguard on duty while the pool is open for use by Patrons has the authority to enforce these Pool Rules applicable to the safety of the pool. Failure by a Patron to follow these Pool Rules or lifeguard instructions may result in immediate removal of the Patron from the pool area.
3. Appropriate swimming attire must be worn at all times.
4. In accordance with guidelines promulgated by the Centers for Disease Control and Prevention and the Texas Department of State Health Services guidelines, incontinent Patrons and Patrons who are not toilet trained must use diapers

specifically designed for swimming when in the pool. Caregivers must check swim diapers frequently. Such diapers may only be changed in the restrooms.

5. Only Coast Guard Approved flotation devices are permitted in the pool. Any person using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device must be supervised at all times by an Owner or Occupant who (i) resides in the Property, (ii) is 18 years of age or older, and (iii) remains in the water within arm's length of such person.
6. Chemicals are used for the maintenance of the water in the swimming pool, and conditions are tested and documented on a regular basis. If unacceptable conditions occur, the Association staff reserves the right to close the pool and splash pad at any time.
7. Patrons must exit the pool for a minimum of 30 minutes in the event of lightning or thunder.

C. Prohibited Items and Activities. The following are prohibited in the pool and pool area:

1. Running in the pool area and jumping, dunking, rough play, flips, and diving into the pool;
2. Bicycles, scooters, roller skates, skateboards, and other similar vehicles or toys;
3. Spitting, spouting of water, blowing the nose, urinating, and defecating in the pool;
4. Weapons, firearms, and illegal substances;
5. Alcoholic beverages, smoking, e-cigarettes, vapes, or other tobacco products;
6. Chewing gum;
7. Food or beverages in the pool;
8. Glass containers;
9. Abusive or profane language;
10. Loud music; and
11. Swimming with an open sore or a communicable disease.

D. General.

1. In case of an emergency, Patrons must call 911.

2. The Association is not responsible for the loss or damage of any personal property occurring at the pool or in the pool area.
3. Patrons should report any damage to the pool or pool area to the Association.

[SIGNATURE PAGE FOLLOWS]

CERTIFICATION

I certify that, as President of Nolina Residential Association, Inc., the foregoing Pool Rules were approved on the 11th day of November, 2024, at a meeting of the Board of Directors at which a quorum was present.

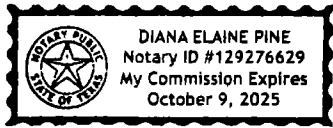
DATED, this the 11 day of November, 2024.

By: *[Signature]*
Print Name: Matt Banks
Title: President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, on this day personally appeared Matt Banks, the President of Nolina Residential Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed, in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal this the 11 day of November, 2024.



[Signature]
Notary Public – State of Texas

After Recording, Return To:
Lisa L. Gambrell
Lindsey N. McFadden
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Blvd, 57th Floor
Houston, Texas 77056

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2025019325

Pages: 6 Fee: \$41.00

03/17/2025 01:21 PM

VDONNELLY



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas



**NOLINA RESIDENTIAL ASSOCIATION, INC.
FITNESS CENTER RULES**

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

I. PURPOSE

The purpose of these Fitness Center Rules (these “**Rules**”) is to provide guidance regarding the use and enjoyment of the Nolina Fitness Center (the “**Fitness Center**”) by Owners and Occupants of the Nolina residential community. The Board of Directors (the “**Board**”) of Nolina Residential Association, Inc. (the “**Association**”) has determined that it is in the best interest of the Association to establish these Rules concerning the use of the Fitness Center.

II. APPLICABILITY AND AUTHORITY

The property encumbered by these Rules is that property restricted by the Declaration of Covenants, Conditions, and Restrictions for Nolina (Residential Property), recorded under Clerk’s File No. 2023077234 in the Official Public Records of Williamson County, Texas, as same has been and may be amended from time to time (the “**Declaration**”), and any other residential property which has been or may be subsequently annexed into Nolina and made subject to the authority of the Association.

Pursuant to the Dedicatory Instruments governing the Property, the Association is vested with the authority to adopt rules regarding the Property.

Reference is made to the Declaration for all purposes, and the capitalized terms used in these Rules have the meanings set forth in the Declaration, unless otherwise specified in these Rules.

The Board adopts these Rules, which run with the land and are binding on all Owners and Lots within the Property. These Rules are effective upon the recording of same. After the effective date, these Rules replace any previously recorded or implemented rules that address the subjects contained in these Rules.

Invalidation of any one or more of the covenants, conditions, restrictions, or provisions contained in these Rules will in no way affect any one of the other covenants, conditions, restrictions, or provisions of these Rules, which remain in full force and effect.

III. FITNESS CENTER RULES

A. Permitted Users.

1. Residents of Nolina that are (i) 16 years of age or older; (ii) have a valid Nolina amenity access card; and (iii) have a signed Waiver of Liability, Disclaimer, and Indemnity Agreement on file (“*Permitted Resident*”) may use the Fitness Center subject to the parameters set forth in these Rules.
2. Guests that are (i) 16 years of age or older and (ii) accompanied at all times by a Permitted Resident who is an Owner or a lessee of a Lot within Nolina (“*Permitted Guest*”) may use the Fitness Center subject to the parameters set forth in these Rules. A Permitted Resident who is an Owner or lessee of a Lot within Nolina may bring 1 Permitted Guest at a time to the Fitness Center. The Permitted Resident is responsible for the actions of their Permitted Guest at all times while at the Fitness Center.
3. Children that are 12 – 15 years of age (“*Permitted Children*”) may use the Fitness Center provided they are accompanied and supervised at all times by a Permitted Resident who is an Owner or lessee of a Lot within Nolina. Children under the age of 12 are prohibited from using the Fitness Center.
4. Permitted Residents, Permitted Guests, and Permitted Children are collectively referred to in these Rules as “*Permitted Users*”.
5. Permitted Residents must scan their Nolina amenity access devices each time they enter the Fitness Center.
6. Permitted Users are encouraged to consult their physician before beginning an exercise program at the Fitness Center. Permitted Users utilize the Fitness Center at their own risk. There is no Fitness Center staff on duty.

B. Attire.

1. Permitted Users must wear appropriate athletic attire at all times while in the Fitness Center. Clothing with offensive wording is prohibited.
2. Permitted Users must wear closed toe athletic shoes at all times while in the Fitness Center. Bare feet, sandals, open toed shoes, and open backed shoes are not permitted.
3. Jeans and jean shorts are not permitted. Apparel with zippers, chains, rivets, or buckles is not permitted.

C. Fitness Center Etiquette.

1. Permitted Users must observe and demonstrate courtesy towards others at all times while using the Fitness Center. Swearing, grunting, loud noises, abusive language, profanity, inappropriate behavior, and vandalism are not permitted.
2. Permitted Users may only use the cardio equipment in 30-minute intervals when others are waiting to use the equipment.
3. Permitted Users may not sit on machines between exercise sets. When performing more than one set on weight equipment, other Permitted Users must be allowed to “work in” between sets, if requested.
4. Permitted Users must restack free weights in the appropriate location after each use.
5. Dropping or slamming weights is not permitted.
6. Permitted Users may not move equipment from its designated area or remove equipment from the Fitness Center. Only equipment provided by the Fitness Center may be used in the Fitness Center. Permitted Users may not bring weights or any other apparatus into the Fitness Center for use.
7. Permitted Users must wipe down all equipment after use with the wipes and spray provided at the Fitness Center.
8. The use of chalk in the Fitness Center is prohibited.
9. All containers brought into the Fitness Center must have closable lids. Glass containers are not permitted inside the Fitness Center.
10. No beverage other than water and sports drinks is allowed in the Fitness Center and all beverages must be stored in a closed container. Glass containers and breakables are not permitted in the Fitness Center.
11. Food and gum are not permitted at any time in the Fitness Center.
12. Alcohol, tobacco, drugs, and illegal substances of any kind are not permitted inside or around the Fitness Center at any time.
13. Personal music devices and cellphones are permitted in the Fitness Center for entertainment purposes only. Headphones must be used to play music, and music must be played at a volume that does not disturb other Permitted Users. Permitted Users must take calls outside of the Fitness Center so as to not disturb other Permitted Users from their workouts. Cellphones must be silenced while in the Fitness Center so as to not disturb other Permitted Users.

Safety and Fitness Instruction.

1. Permitted Users must perform weightlifting exercises properly, safely, and under control at all times. Spotters are strongly recommended when using heavy free weights.
2. Permitted Users must notify the Association's management company (i) of any injuries occurring at the Fitness Center, (ii) of any equipment that is or may be damaged or unsafe, that has blinking lights, or that looks improperly maintained; and (iii) of any maintenance needed.
3. Except as provided by the Nolina Lifestyle Team, no personal trainers are permitted to use the Fitness Center to train Permitted Users.

D. General.

1. Permitted Users are responsible for personal items that are lost, stolen, or damaged at the Fitness Center. The Association and the Fitness Center staff are not responsible for any loss or theft of personal belongings.
2. Damage to Fitness Center property caused by a Permitted User is the ultimate responsibility of the Lot Owner associated with such Permitted User.
3. Abuse of equipment, unsportsmanlike conduct, or failure to comply with these Rules may result in expulsion from the Fitness Center and possible suspension of the right to use the Fitness Center, as determined in the sole discretion of the Board.

E. Indemnification.

EACH USER ACKNOWLEDGES THE INHERENT RISKS INVOLVED IN THE USE OF THE FITNESS CENTER, INCLUDING, BUT NOT LIMITED TO, BODILY INJURY, SICKNESS, DISEASE, AND DEATH. EACH USER ALSO ACKNOWLEDGES THAT USE OF THE FITNESS CENTER IS POTENTIALLY DANGEROUS AND THAT THE TYPE OF INJURY OR DAMAGE DESCRIBED ABOVE CAN OCCUR WHEN USING THE FITNESS CENTER. EACH USER ACKNOWLEDGES THAT HIS OR HER USE OF THE FITNESS CENTER IS DONE WITH FULL KNOWLEDGE AND DISCLOSURE OF THE RISKS AND DANGERS ASSOCIATED WITH SUCH USE. EACH USER MUST COMPLY (AND MUST CAUSE HIS OR HER GUESTS, INVITEES, OR LICENSEES OF USER TO COMPLY) WITH THE ASSOCIATION'S RULES, REGULATIONS, GUIDELINES, POLICIES, AND RESTRICTIONS AND ANY LOCAL OR FEDERAL GUIDANCE OR RULES GOVERNING USER'S (AND USER'S GUESTS', INVITEES', AND LICENSEES') USE OF THE FITNESS CENTER.

EACH USER HEREBY ASSUMES ALL RESPONSIBILITY FOR AND ALL RISK OF DAMAGE OR LOSS OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, BODILY INJURY, SICKNESS, DISEASE, DEATH, AND DAMAGES OF ANY KIND (COLLECTIVELY, "**DAMAGE**"), SUSTAINED BY USER OR ANY OTHER PARTY ARISING OUT OF OR RELATING TO USER'S (OR USER'S GUESTS', INVITEES', OR LICENSEES') PRESENCE

IN OR USE OF THE FITNESS CENTER. THIS ASSUMPTION OF RESPONSIBILITY AND RISK INCLUDES (WITHOUT LIMITATION) SUCH DAMAGE CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF: THE ASSOCIATION, JDS RR LLC, A TEXAS LIMITED LIABILITY COMPANY, MEMBERS (OF AN LLC), COMMITTEE MEMBERS, EMPLOYEES, PARTNERS, AGENTS, SUCCESSORS, ASSIGNS, AFFILIATES, CONTRACTORS, SUBCONTRACTORS OF ANY TIER, SISTER AND PARENT COMPANIES, SUBSIDIARIES, AND INTERRELATED COMPANIES (COLLECTIVELY, THE "**INDEMNIFIED PARTIES**"). USER ACKNOWLEDGES THAT INDEMNIFIED PARTIES ARE NOT INSURERS AND THAT USER ASSUMES ALL RISKS FOR PERSONAL INJURY, LOSS, DAMAGE, OR DEATH, INCLUDING PERSONAL PROPERTY LOSS OR DAMAGE, AND USER FURTHER ACKNOWLEDGES THAT INDEMNIFIED PARTIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS USER RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE SAFETY OF THE FITNESS CENTER.

EACH USER ACKNOWLEDGES THAT IT IS USER'S (AND USER'S GUESTS', INVITEES', AND LICENSEES') RESPONSIBILITY TO CONSULT WITH A PHYSICIAN BEFORE USING THE FITNESS CENTER. USER REPRESENTS AND WARRANTS TO THE INDEMNIFIED PARTIES THAT USER AND ANY OF USER'S GUESTS, INVITEES, AND LICENSEES ARE SUFFICIENTLY HEALTHY AND PHYSICALLY ABLE TO USE THE FITNESS CENTER AND TO ENGAGE IN PHYSICAL ACTIVITIES IN THE FITNESS CENTER.

EACH USER SHALL INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE INDEMNIFIED PARTIES FROM AND AGAINST ALL CLAIMS (INCLUDING, WITHOUT LIMITATION, CLAIMS BROUGHT BY USER OR BY ANY GUESTS, INVITEES, OR LICENSEES OF USER) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO USER'S OR ANY OF SUCH THIRD PARTIES' PRESENCE IN OR USE OF THE FITNESS CENTER (THE "CLAIMS**"). THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES' OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE OR CONTRIBUTORY CAUSE OF ANY CLAIM.**

ON BEHALF OF USER AND USER'S SUCCESSORS, HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, AND ASSIGNS, EACH USER WAIVES, RELEASES, ACQUITS, AND FOREVER DISCHARGES THE INDEMNIFIED PARTIES FROM ALL CLAIMS (AS DEFINED ABOVE), THE COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT, AND THE COST OF PURSUING ANY INSURANCE PROVIDERS, IN EACH CASE ARISING OUT OF OR RELATING TO USER'S PRESENCE IN OR NEAR THE FITNESS CENTER AND USER'S USE OF THE FITNESS CENTER (COLLECTIVELY, THE "RELEASED CLAIMS**").**

SUCH WAIVER, RELEASE, ACQUITTAL, AND DISCHARGE INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES' OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH ACTUAL OR ALLEGED NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE OR CONTRIBUTORY CAUSE OF ANY CLAIM. USER MAY NOT COMMENCE OR MAINTAIN ANY SUCH RELEASED CLAIM AGAINST ANY OF THE INDEMNIFIED PARTIES, AND USER FOREVER RELEASES AND DISCHARGES THE INDEMNIFIED PARTIES FROM LIABILITY UNDER THE RELEASED CLAIMS.

[SIGNATURE PAGE FOLLOWS]

CERTIFICATION

I certify that, as President of Nolina Residential Association, Inc., the foregoing Fitness Center Rules were approved on the 11th day of November, 2024, at a meeting of the Board of Directors at which a quorum was present.

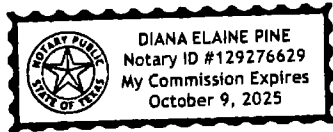
DATED, this the 11 day of November, 2024.

By: *Matt Banks*
Print Name: Matt Banks
Title: President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, on this day personally appeared Matt Banks, the President of Nolina Residential Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes and in the capacity stated in this instrument, and as the act and deed of said corporation.

Given under my hand and seal this the 11th day of November, 2024.



Diana Elaine Pine
Notary Public – State of Texas

After Recording Return To:
Lisa L. Gambrell
Lindsey N. McFadden
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Blvd., 57th Floor
Houston, Texas 77056

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2025019326

Pages: 8 Fee: \$49.00

03/17/2025 01:21 PM

VDONNELLY



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas



NOLINA RESIDENTIAL ASSOCIATION, INC.
FACILITY RENTAL POLICY

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

I. PURPOSE

The purpose of this Facility Rental Policy (this “*Policy*”) is to provide guidance regarding the use and enjoyment of the Nolina amenity center located at 610 Golden Sage Avenue, Georgetown, Texas 78633 (the “*Facility*”) by Owners and Occupants of the Nolina residential development. The Board of Directors (the “*Board*”) of Nolina Residential Association, Inc. (the “*Association*”) has determined that it is in the best interest of the Association to establish this Policy concerning the use and enjoyment of the Facility.

II. APPLICABILITY AND AUTHORITY

The property encumbered by this Policy is that property restricted by the Declaration of Covenants, Conditions, and Restrictions for Nolina (Residential Property), recorded under Clerk’s File No. 2023077234 in the Official Public Records of Williamson County, Texas, as same has been and may be amended from time to time (the “*Declaration*”), and any other property which has been or may be subsequently annexed into Nolina and made subject to the authority of the Association.

Reference is made to the Declaration for all purposes. Unless otherwise specified in this Policy, the capitalized terms used in this Policy have the meanings set forth in the Declaration and the interpretation provision set forth in the Declaration applies to this Policy, which definitions and interpretation provision are included in this Policy by this reference.

Pursuant to Article IX, Section A of the Declaration, the Board has the authority to promulgate rules and policies concerning the administration of the Property, including the use of the Common Area.

The Board adopts this Policy, which runs with the land and is binding on all Owners and Lots within Nolina. This Policy is effective upon the recording of same. After the effective date, this Policy replaces any previously recorded or implemented policy that addresses the subjects contained in this Policy.

Invalidation of any one or more of the covenants, conditions, restrictions, or provisions contained in this Policy will in no way affect any one or the other covenants, conditions, restrictions, or provisions of this Policy, which remain in full force and effect.

III. AMENITY CENTER RENTAL POLICY

The Association is pleased to offer use and enjoyment of the Facility to Members and guests through community group reservations and rentals for private events. Activities and the use of the Facility must comply with the Community Wide Standard established and existing throughout Nolina.

In consideration of the privileges of reservation and rental use of the Facility, Applicants (defined below) agree on their own behalf, and on behalf of their agents, contractors, licensees, invitees, participants, and guests (collectively, "*Attendees*"), to be bound by this Policy.

IV. ELIGIBILITY

Reservations and rentals of the Facility are limited to individuals residing in Nolina and are for social use only. No events that produce revenue for personal gain are permitted. Only 1 rental event per quarter will be accepted for each Nolina household. An eligible individual applying to rent the Facility ("*Applicant*") may not reserve additional dates until the individual's current reservation is complete.

Applicants must (i) be 21 years of age or older, (ii) be a legal Owner or lessee of a Dwelling in Nolina, and (iii) show acceptable proof of residence in Nolina. All Applicants are required to be Members in Good Standing with the Association (for Applicants who are leasing a Nolina property, the property Owner must be a Member in Good Standing).

V. PROCEDURES FOR RESERVING THE FACILITY

To rent the Facility, an Applicant must submit a completed Facility Rental Application and Agreement ("*Rental Application*") to the Association c/o Capital Consultants Management Corporation by dropping off the Rental Application at the amenity center or submitting the Rental Application through the Nolina community app. The Rental Application is available on the Association's website. The Facility is available to Applicants on a first-come, first-served basis; provided, however, all reservation requests must be received at least 7 business days prior to the rental event and no more than 90 business days prior to the rental event.

All Rental Applications are administered, reviewed, and approved or disapproved by the Association or its designated representative. Within 10 business days of its receipt of a Rental Application, the Association will advise the Applicant of whether the Facility is available for rent on the requested date and times and, therefore, whether the rental event has been approved. In the event the Association fails to notify an Applicant to confirm the availability of the Facility, the Facility is deemed unavailable. The submission of a Rental Application prior to notification of approval from the Association does not reserve the Facility.

2

Rental Applications for the rental of the Facility and payment related to same will only be accepted from an eligible Applicant. The person signing the Rental Application must handle all transactions, inquiries, and changes related to the rental of the Facility. The Applicant is required to be present at the rental event and available to the Association during the entire course of the rental event for which the Applicant made a reservation. The Applicant must provide the name and contact information for at least one alternate individual who may serve as a contact for the rental event.

The privilege of rental and use of the Facility is exclusive to the Applicant. The Applicant may not sublease or assign the Applicant's reservation to any other individual, group, or organization, nor may the use of the Facility be for any other purpose other than that which is stated on the Rental Application. Rental events are for the specific areas selected in the Rental Application and no other areas of the Nolina amenities may be used for rentals. The Facility does not include the fitness center or pool access. The Applicant is responsible for ensuring that all Attendees remain in the area reserved during the rental event.

The Association reserves the right to deny a Rental Application based on the Applicant's or the Attendees' previous rental history at the Facility. In addition, the Association reserves the right to deny Rental Applications that are deemed political, divisive, illegal, or immoral, in the sole discretion of the Board.

All Rental Applications are revocable by the Association at any time.

VI. RENTAL GUIDELINES

A. Rental Dates and Times

1. Available Rental Dates and Times. The Facility is available for rent on the following dates and times:

Sunday – Saturday
8:00am – 10:00pm

There is a maximum of 4 hours (including set-up and clean-up) per reservation. Applicants understand that rental events that occur during business hours (Monday – Friday, 8am – 5pm) are subject to business traffic. Only one rental event is allowed per location per day.

2. Completion of Rental Event. The Facility, including parking lots, must be promptly cleared and vacated within 30 minutes after the end of the rental event. Failure of Applicant and any Attendees to vacate the Facility at the designated time may result in Applicant's forfeiture of the security deposit.
3. Unavailable Rental Dates: Holiday Rentals. The Association, in its sole and absolute discretion, reserves the right to restrict dates that the Facility is available

3

for rentals, which restrictions may include limitations on rentals on major federal holidays. Rental events taking place on major federal holidays may be subject to additional rental fees.

B. Conduct and Compliance with Applicable Laws and Deed Restrictions

Applicant and all Attendees using the Facility must comply with (i) the laws of the United States and the State of Texas, (ii) all rules, regulations, laws, and ordinances adopted by Williamson County, Texas, and (iii) Association rules, regulations, and deed restrictions. Applicant and all Attendees will be subject to all applicable law enforcement penalties while on Association premises.

Applicant and all Attendees must conduct themselves in a manner which will not interfere with Association staff or with residents of Nolina, or the residents' enjoyment of Nolina. Obnoxious, abusive, destructive, reckless, rude, or boisterous behavior will not be tolerated.

Applicant assumes full responsibility for the character, acts, and omissions of all the Attendees attending the rental event which might result in a violation of any of the terms and conditions set forth in this Policy.

The Association has the right, but not the obligation, to remove from the Facility, any objectionable person or persons. Persons visibly under the influence of drugs or alcohol will be required to leave the Facility and surrounding areas.

C. Rental Occupancy Limits

No more than 50 persons are permitted to occupy the Facility at any one time.

D. Parking

Applicant and Attendees must drive and park motor vehicles in accordance with applicable laws and posted regulations. Parking is available on a first-come, first served basis and may not be reserved in advance. Parking is permitted only in designated areas. There is no guarantee that all parking spaces located at the Facility will be available for a rental event. No street parking or parking along the turn into the Facility is permitted. Attendee and vendor parking is not permitted on Golden Sage Avenue in front of the model homes.

Applicant and Attendees are required to remain inside the Facility or within the confines of the outside patio serving the Facility throughout the duration of the rental event. Attendees are not permitted to remain in their cars, in the parking lot, or on the streets or sidewalks adjacent to the Facility except upon arrival and departure. Attendees may not cause excessive vehicle noise or vehicle audio system noise, cause undue traffic congestion, or drive recklessly when arriving or departing the rental event.

E. Poster and Signs

No signs of any sort may be posted throughout the Property or at the Facility and no advertising leaflets, papers, or written materials may be distributed within the Property or at the Facility without the consent of the Board.

F. Equipment

No outside equipment, including personal cooking devices, portable grills, smoker pits, barbeque trailers, smoke machines, inflatable units, and special lighting, is permitted within the Facility or on the premises without the prior written consent of the Association. The Association reserves the right to prohibit outside equipment or rental services from being brought into the Facility if, in the Association's sole discretion, such outside equipment or rental services will potentially create additional risk to the Facility or its furnishings or if such outside equipment or rental services will necessitate additional custodial or staffing services. The Association reserves the right to require additional insurance requirements for any equipment or rental services that are brought into the Facility.

Catering services are allowed to arrive at the Facility 1 hour prior to the rental event. **No heating equipment is allowed inside the Facility except for caterer's heating devices.** Only caterers are permitted to access the Facility one hour prior to the rental event; neither Applicant nor any Attendee may access the Facility prior to the rental event for general set up purposes.

Equipment located in the Facility includes a refrigerator, microwave, coffee machine, dishwasher, and television. At the termination of the rental event, all food must be removed from the refrigerator, all dishes must be removed from the dishwasher, and all equipment must be left in a clean condition. Furniture in the Facility may not be rearranged.

The storage of any supplies or equipment prior to or following a rental event is not permitted.

G. Chairs and Tables

Applicant may reserve tables and chairs from the Association at no additional cost to the Applicant. Applicant must request how many tables and chairs Applicant needs based on the number of Attendees anticipated to attend the rental event. The Applicant must make the reservation request on the Rental Application.

The Applicant is responsible for the assembly, set up, and breakdown of all tables and chairs used during the rental event.

Tables, chairs, and other objects may not block or impede the flow of traffic in or out of any exits to or from the building. Doors may not be propped open during the rental event. All Attendees must enter the building through the main Facility entrance.

H. Music and Sound Levels

The Association may monitor the sound level of musical or sound equipment, and the Association reserves the right to require an Applicant to reduce sound levels if, in the discretion of the Association, such reduction is deemed necessary. Failure to reduce sound levels upon request by the Association may result in immediate termination of the rental event and the forfeiture of the security deposit.

I. Smoking; Glass Containers

Smoking is prohibited at the Facility. Glass containers are permitted inside the Facility; however, glass containers are prohibited on the Facility's exterior grounds and parking lot.

J. Alcohol

To the extent applicable, Applicant is responsible for obtaining all licenses that the Texas Alcohol Beverage Commission (TABC) may require for the service of alcoholic beverages at the Facility. The Applicant must obey all state alcohol regulations and is responsible for fines should those regulations be violated.

Applicant assumes responsibility for ensuring that (i) no Attendee under the age of 21 is served or consumes alcoholic beverages at the Facility, (ii) no Attendee who is intoxicated is served alcoholic beverages at the facility, and (iii) no Attendee who is intoxicated is permitted to drive when leaving the Facility. If any Attendees under the age of 21 or any uninvited persons under the age of 21 attend the rental event and bring alcohol into the Facility, the Applicant must notify the Georgetown Police Department to seek assistance.

Alcoholic beverages may only be consumed inside the Facility. No alcohol may be consumed in the parking lot or in areas adjacent to the Facility. Any rental event that includes alcohol will require a security officer, as provided in this Policy. Alcohol service must end at least 30 minutes prior to the end of the rental event or at the time when the professional bartending service leaves the rental event.

Alcohol may not be sold at the Facility.

K. Animals

No animals (other than assistance animals) are permitted at the Facility.

L. Decorations

Only freestanding decorations may be used during rental events. No decorations of any type may be attached to the structures, ceilings, walls, or furnishings within the Facility. No tape, pins, staples, glitter, confetti, rice, birdseed, silly string, pinatas, or candles (except cake candles) are permitted inside the Facility or anywhere on the premises or grounds adjacent to the Facility.

String lighting, decorations, and wires are not allowed in the outdoor plants, trees, or light poles. No helium balloons are permitted inside the Facility or the back patio. Non-helium balloons (i.e., balloon arches) are permitted in the Facility. No fireworks are permitted anywhere on Nolina property.

All table centerpieces and other decorations must meet fire and safety codes and regulations (i.e., no open flames, except for cake candles).

During any given month, including during the holiday season, seasonal decorations may be displayed at the Facility and such decorations will not be able to be moved or taken down during any rental event.

M. Table Coverings

Table coverings must be used on any table where food, beverages, paints, markers, crayons, or any other liquids will be stored, used, or consumed. Plastic, paper, or cloth covering varieties are permitted and must be provided by the Applicant. No tape or staples may be used to attach table coverings to the tables within the Facility.

N. Clean Up

The Applicant must return the Facility and its furnishings, equipment, and property in substantially the same condition as received. Before leaving the Facility, the Applicant must (i) clear all tables and remove all decorations and personal belongings, and (ii) clean the kitchenette and restrooms, if used during the rental event. Applicant is responsible for disposing of all trash after the termination of the rental event. Garbage cans with bags will be provided at the start of the rental event. No trash may be stored or left behind at the Facility at the conclusion of the rental event. Applicant must remove all trash from the Facility upon termination of the rental event and place the trash in the garbage cans at the backside of the pool house.

O. Non-Conforming Events

Rental events that do not conform to the Community Wide Standard (as determined in the sole discretion of the Board), the requirements and standards stated in this Policy, and any violations by Applicant and any Attendees may result in immediate cancellation or termination of the rental event and forfeiture of the security deposit.

P. Event Security

The Association has the right to require uniformed security officers for any rental event. In general, any rental event at which alcohol will be served will be required to have a minimum of 1 uniformed security officer.

The Association reserves the right to require additional security officers, paid for by the Applicant, if, in the sole discretion of the Association, it is deemed there is an additional security

7

need based on factors such as, by way of illustration and not in limitation, the number of Attendees, the average age of the Attendees, the nature of the rental event and activities conducted at the rental event, the hours and duration of the rental event, the presence of live entertainment at the rental event, and past experience with a group.

Cost for security, as determined by the Association, will be included or added to the Facility rental cost. All fees are due least 10 days prior to the rental event. Failure to make payment at least 10 days prior to the rental event may result in termination of the rental event and forfeiture of the security deposit.

Security officers will be scheduled by the Association; Applicants are not permitted to provide their own security officers. Security officers scheduled by the Association will be in attendance for the full duration of the rental event at the Facility, beginning a minimum of 30 minutes prior to commencement of the rental event and ending a minimum of 30 minutes after the conclusion of the rental event. This requirement may be modified at the discretion of the Board. Security officers must be booked for a minimum of 4 hours, including 30 minutes prior to the rental event and 30 minutes after the rental event.

Security officers have full authority to enforce the provisions of this Policy and all laws, rules, regulations, and deed restrictions applicable to the Facility.

If uniformed law enforcement officers are called to the Facility due to a disturbance, the Applicant will be charged for the extra officers at a law enforcement officer rate equal to 1 ½ times their hourly rate.

Q. Additional Requirements for Youth

Rental events for individuals under 18 years of age require at least 2 individuals aged 18 years of age or older for every 5 individuals under 18 years of age present at the rental event. Such individuals aged 18 years of age or older must be present throughout the duration of the rental event, including set up and clean up. Failure to comply with this provision may result in termination of the rental event and forfeiture of the security deposit.

R. Personal Property

The Association is not responsible for any loss of or damage to personal property placed in or at the Facility or on the Facility grounds by the Applicant or any Attendee. Furthermore, the Association is released and discharged from any liability for loss, injury, or damage to persons or property that may be sustained arising out of the use of the Facility and its grounds or by security services.

After expiration of the rental time set forth in the Rental Application, or upon termination or cancellation of the rental event by the Association or the Applicant, the Association may remove from the Facility all personal property remaining thereon and store or dispose of the personal property where and however it sees fit at the cost of the Applicant. The Association is not liable in

8

any way to the Applicant or any Attendee on account of the removal, storage, or disposal of such personal property.

S. **Cancellations, Damages, and Security Deposits**

1. Payment for Rental Fee and Security Deposit

Payments of both rental fees and security deposits may be made by check payable to “Nolina Residential Association, Inc.” or by money order. **NO CASH OR CREDIT CARD PAYMENTS WILL BE ACCEPTED.** All applicable fees will be charged for all returned checks. Payments of the rental fee and the security deposit must be made separately. The Applicant must pay the rental fees and the security deposit, in full, at the time of the reservation. The reservation is not confirmed until the rental fees and security deposit have been paid in full to the Association. **Any rental fees charged for hours that the Facility was not used are non-refundable.**

The amount of the rental fees and security deposit are set forth on the Facility Rental Price Sheet adopted by the Board from time to time (the “*Price Sheet*”). The Board may increase or decrease all fees set forth on the Price Sheet at any time as it, in its sole discretion, deems necessary. In addition, if the proposed rental event is to include activities which, in the discretion of the Association, create additional risk to the Facility or to the Facility’s furnishings, or which necessitate additional custodial services, the Association is authorized to require additional amounts for the security deposit as the Association deems commensurate with the additional risk or services required.

2. Purpose and Use of Security Deposits

The security deposit may be used (i) to repair, replace, or compensate for any property of the Association which is damaged or missing as a result of use of the Facility by the Applicant and the Attendees, and (ii) to compensate for the minimum number of hours of rental and personnel costs established on the Price Sheet if the Applicant does not show or the rental event is terminated due to violations of this Policy or any applicable laws, ordinances, rules, regulations, or deed restrictions. An additional charge may be billed to the Applicant if damages or staff emergency response exceed the security deposit.

The Applicant must arrive at the Facility 30 minutes prior to the rental event to complete the initial section of the Facility Pre/Post Rental Inspection Checklist (the “*Checklist*”) with an Association representative. The Applicant must also complete the Checklist at the conclusion of the rental event. The Checklist is used to ensure clarity regarding the condition of the Facility before and after the rental event. Any issues with the Facility found by the Applicant while completing the initial section of the Checklist must be reported to the Association prior to the commencement of the rental event. Failure to report issues with the Facility or portions of the Facility listed on the Checklist prior to the commencement of the rental event may result in the Applicant being held responsible

for the issues at the conclusion of the rental event.

The Applicant must leave the Facility in substantially the same condition as found upon arrival. Applicant assumes liability for the cost of repairing damage or loss to Association property caused by Applicant and the Attendees and agrees to reimburse the Association for all costs which may be incurred in excess of the security deposit for the repair, replacement, or payment for any property of the Association which is damaged, destroyed, misplaced, or stolen by Applicant or the Attendees.

3. Return of Security Deposit; Rental Event Cancellations

If Applicant gives written notice of cancellation of a reservation no later than 48 hours prior to the scheduled rental event, the Association will return the security deposit to the Applicant. If the Applicant cancels the reservation less than 48 hours prior to the scheduled rental event, the Applicant will forfeit the security deposit. The date of notice of cancellation is the date the notice was received by the Association rather than the date the Applicant sent any such notice.

The Association may hold the security deposit for such period of time as is necessary, but not to exceed 30 days, to determine the full extent of damages and to make all repairs or to secure any replacements necessary. Security deposit refunds for completed rental events will be returned to the Applicant by mail in the form of a check issued by the Association approximately 30 business days following the rental event. In the event the security deposit is not used by the Association following the rental event, the Association may return the check or money order issued by the Applicant to the Applicant.

VII. LIABILITY INSURANCE AND INDEMNIFICATION

A. Insurance

Applicant must carry a homeowner's insurance policy and provide proof of such policy upon request by the Association. Applicant understands and agrees that the Applicant's insurance policy will be primary in the event of a loss or claim related to the use of the Facility. The Board reserves the right to require the Applicant to obtain event insurance and liquor liability insurance as set forth on the Rental Application.

B. Indemnification

1. Indemnification

Applicant acknowledges the inherent risks involved in the use of the Facility (including the serving of food and alcohol, as applicable per this Policy), including, but not limited to, bodily injury, sickness, disease, and death. Applicant also acknowledges that use of the Facility is potentially dangerous and that the type of injury or damage described above can occur when using the Facility. Applicant acknowledges that the Applicant's use of the Facility is done with full

10

knowledge and disclosure of the risks and dangers associated with such use. Applicant must comply (and must cause any guests, invitees, or licensees of Applicant to comply) with the Association's rules, regulations, guidelines, policies, and restrictions and any local or federal guidance or rules governing Applicant's (and Applicant's guests', invitees', and licensees') use of the Facility.

APPLICANT ASSUMES ALL RESPONSIBILITY FOR AND ALL RISK OF DAMAGE OR LOSS OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, BODILY INJURY, SICKNESS, DISEASE, DEATH, AND DAMAGES OF ANY KIND (COLLECTIVELY, "**DAMAGE**"), SUSTAINED BY APPLICANT OR ANY OTHER PARTY ARISING OUT OF OR RELATING TO APPLICANT'S (OR APPLICANT'S GUESTS', INVITEES', OR LICENSEES') PRESENCE IN OR USE OF THE FACILITY. THIS ASSUMPTION OF RESPONSIBILITY AND RISK INCLUDES (WITHOUT LIMITATION) SUCH DAMAGE CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF: THE ASSOCIATION, JDS RR LLC, A TEXAS LIMITED LIABILITY COMPANY, AND ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, MEMBERS (OF AN LLC), COMMITTEE MEMBERS, EMPLOYEES, PARTNERS, AGENTS, SUCCESSORS, ASSIGNS, AFFILIATES, CONTRACTORS, SUBCONTRACTORS OF ANY TIER, SISTER AND PARENT COMPANIES, SUBSIDIARIES, AND INTERRELATED COMPANIES (COLLECTIVELY, THE "**INDEMNIFIED PARTIES**"). APPLICANT ACKNOWLEDGES THAT THE INDEMNIFIED PARTIES ARE NOT INSURERS AND THAT APPLICANT ASSUMES ALL RISKS FOR PERSONAL INJURY, LOSS, DAMAGE, OR DEATH, INCLUDING PERSONAL PROPERTY LOSS OR DAMAGE, AND APPLICANT FURTHER ACKNOWLEDGES THAT THE INDEMNIFIED PARTIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS THE APPLICANT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE SAFETY OF THE FACILITY.

APPLICANT MUST INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE INDEMNIFIED PARTIES FROM AND AGAINST ALL CLAIMS (INCLUDING, WITHOUT LIMITATION, CLAIMS BROUGHT BY APPLICANT OR BY ANY GUESTS, INVITEES, OR LICENSEES OF APPLICANT) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO APPLICANT'S OR ANY OF SUCH THIRD PARTIES' PRESENCE IN OR USE OF THE FACILITY. THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES' OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE OR CONTRIBUTORY CAUSE OF ANY CLAIM.

2. Third-Party Claims

If any action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or other matter is asserted or instituted, or any other event occurs, in each case by a person or entity not a party to the Rental Application (each, a ***“Third-Party Claim”***) relating to any matter as to which any Indemnified Party is entitled to indemnification pursuant to this Policy or the Rental Application, then the Indemnified Party shall promptly notify Applicant of such Third-Party Claim, provided that the failure to so notify Applicant shall not relieve Applicant of its obligations hereunder. Applicant’s duty to defend applies immediately, regardless of whether an Indemnified Party has paid any sums or incurred any detriment arising out of or relating, directly or indirectly, to any third-party claim. An Indemnified Party may select its own legal counsel to represent its interests, and Applicant shall (i) reimburse such Indemnified Party for its costs and attorneys’ fees immediately and upon request as they are incurred; and (ii) remain responsible to such Indemnified Party for any damage or losses indemnified hereunder. Applicant shall not, without the applicable Indemnified Parties’ prior written consent, settle or compromise any claim or consent to the entry of any judgment regarding which indemnification is being sought hereunder. Further, in the event Third-Party Claims are or have been asserted or instituted against Applicant and one or more Indemnified Parties, and such Third-Party Claims relate to or arise out of the same event, occurrence, or transaction (or a series of events, occurrences, or transactions), then Applicant shall cause any settlement of such Third-Party Claims asserted or instituted against Applicant to also include, without limitation, a comprehensive settlement and release of claims against such Indemnified Parties. Before any use of the Facility, Applicant shall (A) cause its insurance policies (if insurance is required by this Agreement) to be endorsed so that the policies comply with this Section; (B) cause its insurance carriers to comply with this Section; and (C) not permit its insurance carriers to settle any such Third-Party Claims asserted or instituted against Applicant without also obtaining a comprehensive settlement and release of claims against the Indemnified Parties.

3. Other Claims

Any Indemnified Party may make a claim for indemnification pursuant to this Policy or Rental Application that does not involve a Third-Party Claim by providing notice to Applicant.

4. Third-Party Beneficiaries

The Applicant designates the Indemnified Parties (other than the Association) as third-party beneficiaries of this Policy, having the right to enforce this Policy and any corresponding Rental Application.

VIII. CONTACT INFORMATION

For further information or clarification regarding this Policy, please contact the Association at 3800 N. Lamar Blvd. Suite 200, Austin, Texas 78756, by telephone at 512-975-2349, or by email to the Association's community manager at tperry@ccmcnet.com. In the event of an after-hours emergency, please call the CCMC emergency line at 800-274-3165 or 737-367-9605.

[SIGNATURE PAGE FOLLOWS]

CERTIFICATION

I certify that, as President of Nolina Residential Association, Inc., the foregoing Facility Rental Policy was approved on the 11 day of November, 2024, at a meeting of the Board of Directors at which a quorum was present.

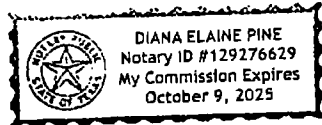
DATED, this the 11 day of November, 2024.

By: [Signature]
Print Name: Matt Banks
Title: President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, on this day personally appeared Matt Banks, the President of Nolina Residential Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes and in the capacity stated in this instrument, and as the act and deed of said corporation.

Given under my hand and seal this the 11 day of November, 2024.



[Signature]
Notary Public – State of Texas

After Recording, Return To:
Lisa L. Gambrell
Lindsey N. McFadden
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Blvd 5th Floor
Houston, Texas 77056

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2025019327

Pages: 15 Fee: \$77.00

03/17/2025 01:21 PM

VDONNELLY



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas



CERTIFICATION
NOLINA RESIDENTIAL ASSOCIATION, INC.

Facility Rental Application And Agreement

I, the undersigned, pursuant to Texas Property Code §202.006, certify:

That I am the President of Nolina Residential Association, Inc., a Texas nonprofit corporation (the "*Association*");

That the attached document is a document that applies to the operation and utilization of property within Nolina, a development in Williamson County, Texas;

That the property affected by the attached document is the property restricted by that certain Declaration of Covenants, Conditions, and Restrictions for Nolina (Residential Property), recorded under Clerk's File No. 2023077234 in the Official Public Records of Williamson County, Texas, as same has been or may be amended from time to time (the "*Declaration*"), and any other property which has been or may be annexed thereto and made subject to the authority of the Association; and

That the document which affects the use and operation of the above-referenced property is attached as Exhibit A; and

That the document attached hereto as Exhibit A was adopted by and is filed of record by the Association pursuant to Texas Property Code §202.006.

[SIGNATURE PAGE FOLLOWS]

SIGNED this the 11 day of November, 2024.

NOLINA RESIDENTIAL ASSOCIATION, INC.

By: [Signature]
Print Name: Matt Banks
Title: President

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Matt Banks, the President of Nolina Residential Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes and in the capacity stated in this instrument, and as the act and deed of said corporation.

Given under my hand and seal of office this the 11 day of November 2024.

[Signature]
Notary Public – State of Texas

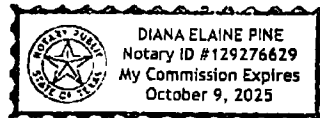


EXHIBIT A

1. FACILITY RENTAL APPLICATION AND AGREEMENT



NOLINA RESIDENTIAL ASSOCIATION, INC.
FACILITY RENTAL APPLICATION AND AGREEMENT

SECTION 1: FACILITY RENTAL APPLICATION AND AGREEMENT DETAILS

Date Application Received: _____

Applicant Information

Applicant Name: _____
**Applicant must be (i) 21 years of age or older, (ii) be a legal owner or lessee of residential property in Nolina, and (iii) show proof of residence in Nolina (amenity access cards welcome).*

Nolina Address: _____

Home Telephone: _____ Work Telephone: _____

Mobile Telephone: _____ Email: _____

Alternate Contact Person: _____ Telephone: _____

Facility Reservation Information

Requested Date of Rental Event: _____ Alternate Date: _____

Start Time: _____ AM/PM End Time: _____ AM/PM
*(*Setup by caterers can begin 1hour prior. Only caterers may access the Facility one hour prior to start time and only security officers may access the Facility 30 minutes prior to start time.)*

Total Event Duration: _____ (not including the setup time)

Check Area Reserved:

- Wildflower House
- Bistro Lawn (Front Patio)
- Back Patio

For Wildflower House reservations, the front door will remain unlocked during the entire rental event.

Event Information

Type of Event/Purpose: _____

Number of Guests: _____ Range/Average Age of Guests: _____

Food & Beverage Service: Yes / No If yes: _____ Catered _____ Not Catered (Private)

Will alcohol be served or present? Yes / No

Will there be entertainment? Yes / No If yes, describe type: _____

Will Applicant be reserving tables and chairs for the event? Yes / No If yes, number of tables: ____ chairs: ____

Please list and describe any equipment you plan to bring into the Facility: _____

**Please note that equipment may not be delivered to the Facility prior to the 1-hour setup timeframe for caterers and must be removed at the end of the rental period. Equipment may not be brought into the Facility without advance notice to the Association.*

Please list and describe any special requests for the rental event: _____

SECURITY:

All rental events that include alcohol are required to have one or more uniformed security officers on duty during the entire rental event, including 30 minutes prior to the beginning time and 30 minutes following the ending time. Specifically, any rental event at which alcohol will be served must have a minimum of 1 uniformed security officer. There may be additional security requirements depending on the size of the group and type of the rental event. Cost of the basic security needs is included in Facility rental rates for those rental events during which alcohol will be served. Applicants are responsible for any additional security needs and cost required by the Association.

ASSOCIATION TO FILL OUT:

Number of Security Officers Required: _____ Security Hours: Start: _____ End: _____

Applicant Initials: _____

FACILITY RENTAL POLICY:

Applicant agrees to comply, and cause all his or her agents, contractors, licensees, invitees, participants, and guests to comply, with the terms of the Nolina Residential Association, Inc. Facility Rental Policy (the “**Policy**”) that is recorded in the Official Public Records of Williamson County, Texas.

INSURANCE:

The Applicant must carry a homeowner's insurance policy and provide proof of such policy upon request by the Nolina Residential Association, Inc. The Applicant understands and agrees that the Applicant's insurance policy will be primary in the event of a loss or claim related to the use of the Facility.

ASSOCIATION TO FILL OUT:

During the term of this Agreement, Applicant (check each option that applies):

- must carry event insurance specified on **Exhibit A**, attached to and incorporated in this Agreement for all purposes.
- must carry Liquor Liability Insurance as follows:
 - i. **Generally**. The Applicant must procure and maintain commercial liquor liability insurance in accordance with this provision, covering liability imposed by law or assumed by written contract, including liability for loss; loss of use, damage, or destruction of the Association's property; and personal or bodily injury, sickness, or death. On the liquor liability policy, additional insured (must include the Nolina Entities, as defined in this Agreement), primary and non-contributory and waiver of subrogation endorsements must be provided with along copies of these endorsements attached to the certificate of insurance.
 - ii. **Coverage Limits**. The Applicant's commercial liquor liability insurance must at all times have at least the following minimum limits of liability:

EACH INCIDENT / OCCURRENCE: \$1,000,000

AGGREGATE: \$2,000,000

Per Location Aggregate Extension. The Applicant's commercial general liability insurance policy must at all times have an amendment or extension amending the general aggregate limit to apply in full to the activities provided by the named insured(s) pursuant to this Agreement, regardless of any other activities or services provided by the named insured outside the scope of this Agreement.

Disallowed limiting endorsements. At all times, the Applicant's commercial general liability insurance policy must not have any of the following limiting endorsements: (a) contractual liability limitation; (b) any punitive, exemplary or multiple damages exclusion or similar exclusion; or (d) any insured versus insured exclusion.

Applicant Initials: _____

SECTION 2: INDEMNIFICATION

1. Indemnification

Applicant acknowledges the inherent risks involved in the use of the Facility (including the serving of food and alcohol, as applicable per this Agreement, including, but not limited to, bodily injury, sickness, disease, and death. Applicant also acknowledges that use of the Facility is potentially dangerous and that the type of injury or damage described above can occur when using the Facility. Applicant acknowledges that the Applicant's use of the Facility is done with full knowledge and disclosure of the risks and dangers associated with such use. Applicant must comply (and must cause any guests, invitees, or licensees of Applicant to comply) with the Association's rules, regulations, guidelines, policies, and restrictions and any local or federal guidance or rules governing Applicant's (and Applicant's guests', invitees', and licensees') use of the Facility.

APPLICANT ASSUMES ALL RESPONSIBILITY FOR AND ALL RISK OF DAMAGE OR LOSS OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, BODILY INJURY, SICKNESS, DISEASE, DEATH, AND DAMAGES OF ANY KIND (COLLECTIVELY, "**DAMAGE**"), SUSTAINED BY APPLICANT OR ANY OTHER PARTY ARISING OUT OF OR RELATING TO APPLICANT'S (OR APPLICANT'S GUESTS', INVITEES', OR LICENSEES') PRESENCE IN OR USE OF THE FACILITY. THIS ASSUMPTION OF RESPONSIBILITY AND RISK INCLUDES (WITHOUT LIMITATION) SUCH DAMAGE CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF: THE ASSOCIATION, JDS RR LLC, A TEXAS LIMITED LIABILITY COMPANY, AND ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, MEMBERS (OF AN LLC), COMMITTEE MEMBERS, EMPLOYEES, PARTNERS, AGENTS, SUCCESSORS, ASSIGNS, AFFILIATES, CONTRACTORS, SUBCONTRACTORS OF ANY TIER, SISTER AND PARENT COMPANIES, SUBSIDIARIES, AND INTERRELATED COMPANIES (COLLECTIVELY, THE "**INDEMNIFIED PARTIES**"). APPLICANT ACKNOWLEDGES THAT THE INDEMNIFIED PARTIES ARE NOT INSURERS AND THAT APPLICANT ASSUMES ALL RISKS FOR PERSONAL INJURY, LOSS, DAMAGE, OR DEATH, INCLUDING PERSONAL PROPERTY LOSS OR DAMAGE, AND APPLICANT FURTHER ACKNOWLEDGES THAT THE INDEMNIFIED PARTIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS THE APPLICANT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE SAFETY OF THE FACILITY.

APPLICANT MUST INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE INDEMNIFIED PARTIES FROM AND AGAINST ALL CLAIMS (INCLUDING, WITHOUT LIMITATION, CLAIMS BROUGHT BY APPLICANT OR BY ANY GUESTS, INVITEES, OR LICENSEES OF APPLICANT) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO APPLICANT'S OR ANY OF SUCH THIRD PARTIES' PRESENCE IN OR USE OF THE FACILITY. THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES' OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE OR CONTRIBUTORY CAUSE OF ANY CLAIM.

2. Third-Party Claims

If any action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or other matter is asserted or instituted, or any other event occurs, in each case by a person or entity not a party to this Agreement (each, a "**Third-Party Claim**") relating to any matter as to which any Indemnified Party is entitled to indemnification pursuant to this Agreement or the Policy, then the Indemnified Party shall promptly notify Applicant of such Third-Party Claim, provided that the failure to so notify Applicant shall not relieve Applicant of its obligations hereunder. Applicant's duty to defend applies immediately, regardless of whether an Indemnified Party has paid any sums or incurred any detriment arising out of or relating, directly or indirectly, to any third-party claim. An Indemnified Party may select its own legal counsel to represent its interests, and Applicant shall (i) reimburse such Indemnified Party for its costs and attorneys' fees immediately and upon request as they are incurred; and (ii) remain responsible to such Indemnified Party for any damage or losses indemnified hereunder. Applicant shall not, without the applicable Indemnified Parties' prior written consent, settle or compromise any claim or consent to the entry of any judgment regarding which indemnification is being sought hereunder. Further, in the event Third-Party Claims are or have been asserted or instituted against Applicant and one or more Indemnified Parties, and such Third-Party Claims relate to or arise out

of the same event, occurrence, or transaction (or a series of events, occurrences, or transactions), then Applicant shall cause any settlement of such Third-Party Claims asserted or instituted against Applicant to also include, without limitation, a comprehensive settlement and release of claims against such Indemnified Parties. Before any use of the Facility, Applicant shall (A) cause its insurance policies (if insurance is required by this Agreement) to be endorsed so that the policies comply with this Section; (B) cause its insurance carriers to comply with this Section; and (C) not permit its insurance carriers to settle any such Third-Party Claims asserted or instituted against Applicant without also obtaining a comprehensive settlement and release of claims against the Indemnified Parties.

3. Other Claims

Any Indemnified Party may make a claim for indemnification pursuant to this Agreement or the Policy that does not involve a Third-Party Claim by providing notice to Applicant.

4. Third-Party Beneficiaries

The parties hereby designate the Indemnified Parties (other than the Association) as third-party beneficiaries of this Section 2, having the right to enforce this Section 2.

Applicant Initials: _____

Rental events that do not conform to the requirements and standards stated in the Policy and any violations by Applicant and Applicant’s agents, contractors, licensees, invitees, participants, and guests, may result in immediate cancellation or termination of the rental event and the forfeiture of the security deposit.

If you have any questions about this Facility Rental Application and Agreement or about the Policy, please contact the Association at 3103800 N. Lamar Blvd. Suite 200, Austin, Texas 78756, by telephone at 512-975-2349, or by email to tperry@ccmcnet.com.

It is agreed by and between the parties hereto that (a) the Policy, (b) the Facility Rental Price Sheet adopted and amended by the Board from time to time, and (c) the Facility Pre/Post Rental Inspection Checklist are made a part of this Agreement and are specifically incorporated in this Agreement by reference for all purposes. Further, Applicant (i) acknowledges receipt of same, (ii) agrees and covenants to be bound by the terms thereof, and (iii) acknowledges that the terms of this Facility Rental Application and Agreement, collectively with above-described documents, represents the complete and integrated Agreement between Nolina Residential Association, Inc. and Applicant.

Applicant Signature: _____
**To be signed at the time Agreement is submitted.*

Date: _____

Association Representative Signature: _____

Date: _____

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2025019328

Pages: 9 Fee: \$53.00

03/17/2025 01:21 PM

VDONNELLY



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas



**FIRST AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
NOLINA
(RESIDENTIAL PROPERTY)**

After Recording Return To:

Lisa L. Gambrell
Isabella L. Vickers
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Blvd., 57th Floor
Houston, Texas 77056

Copyright © 2025 by Roberts Markel Weinberg Butler Hailey PC, all rights reserved. This Declaration may be used only in connection with the Nolina residential development and the operation of Nolina Residential Association, Inc.

TABLE OF CONTENTS

ARTICLE I. DEFINITION OF TERMS2

ARTICLE II. PURPOSE AND INTENT7

ARTICLE III. PROPERTY SUBJECT TO RESTRICTIONS7

A. PROPERTY ENCUMBERED7

B. ANNEXATION OF ADDITIONAL PROPERTY7

C. DEANNEXATION OF PROPERTY8

ARTICLE IV. ASSOCIATION MEMBERSHIP, VOTING RIGHTS, AND BOARD OF DIRECTORS 8

A. ELIGIBILITY8

B. MEMBERSHIP8

C. VOTING RIGHTS9

D. VOTING PROCEDURES10

E. RIGHT TO APPOINT AND ELECT BOARD OF DIRECTORS10

ARTICLE V. EFFECTIVE DATE OF DECLARATION.....11

ARTICLE VI. USE RESTRICTIONS11

A. SINGLE FAMILY RESIDENTIAL Use PERMITTED; LEASING11

B. NON-PERMITTED USES12

C. ANIMALS AND PETS13

D. ANTENNAS14

E. BASKETBALL GOALS AND BACKBOARDS14

F. DRILLING15

G. EXTERIOR SEASONAL DECORATIONS15

H. FLAGS AND FLAGPOLES15

I. GENERAL NUISANCES15

J. GENERATORS16

K. MONUMENTS AND FENCES16

L. OUTBUILDINGS19

M. OUTSIDE STORAGE AND TRASH COLLECTION19

N. PARKING20

O. PLAY STRUCTURES21

P. RETAINING WALLS22

Q. SCREENING22

R. SIGNS22

S. SWIMMING POOLS AND SPAS25

T. TREE REMOVAL25

U. WINDOW AIR CONDITIONING UNITS25

V. WIND TURBINES25

W. WINDOW TREATMENTS25

ARTICLE VII. COMMON AREA AND AREA OF COMMON AUTHORITY.....26

ARTICLE VIII. SERVICE AREAS28

A. DESIGNATION OF SERVICE AREAS28

B. SERVICE AREA EXPENSES28

ARTICLE IX. NOTICES AND EASEMENTS.....29

- A. EASEMENTS FOR GREEN BELT, POND MAINTENANCE, FLOOD WATER, AND OTHER LANDSCAPE RESERVE AREAS.....29
- B. EASEMENTS TO SERVE ADDITIONAL PROPERTY29
- C. UTILITIES AND GENERAL.....30
- D. CONDITIONS.....31
- E. RECLAIMED WATER33

ARTICLE X. DEED RESTRICTION ENFORCEMENT.....33

- A. AUTHORITY TO PROMULGATE RULES, POLICIES, AND GUIDELINES33
- B. ATTORNEY’S FEES AND FINES.....33
- C. REMEDIES34
- D. ENFORCEMENT BY OWNERS34
- E. SELF HELP34

ARTICLE XI. ARCHITECTURAL RESTRICTIONS35

- A. ARCHITECTURAL REVIEW COMMITTEE – “ARC”36
- B. ARC APPROVAL REQUIRED; GUIDELINES.....37
- C. BUILDING SETBACKS.....40
- D. LANDSCAPING40
- E. GRADING AND DRAINAGE41
- F. TEMPORARY STRUCTURES41
- G. GARAGES41
- H. SQUARE FOOTAGE REQUIREMENTS.....41

ARTICLE XII. MAINTENANCE41

- A. GENERAL MAINTENANCE.....41
- B. LANDSCAPING42
- C. DWELLING AND IMPROVEMENT EXTERIORS42
- D. OTHER HAZARDS42
- E. LIABILITY, COST, AND APPROVAL42
- F. CASUALTY LOSSES43

ARTICLE XIII. VARIANCES43

ARTICLE XIV. LIMITATION OF LIABILITY44

ARTICLE XV. ASSESSMENTS44

- A. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.....44
- B. ANNUAL ASSESSMENTS.....45
 - 1. Purpose45
 - 2. Creation46
 - 3. Rate46
 - 4. Commencement, Proration, and Due Dates46
 - 5. Declarant’s Obligation regarding Annual Assessments47
 - 6. Levying of the Annual Assessment48
- C. SPECIAL ASSESSMENT48
- D. SERVICE AREA ASSESSMENT.....48
- E. TRASH ASSESSMENT.....49
- F. CAPITALIZATION FEE49
- G. COLLECTION AND REMEDIES FOR ASSESSMENTS50

H.	SUBORDINATION OF THE LIEN TO PURCHASE MONEY MORTGAGES	52
I.	NOTICE OF DELINQUENCY	52
ARTICLE XVI. MODIFICATION AND TERMINATION OF COVENANTS		52
A.	AMENDMENT BY DECLARANT	52
B.	AMENDMENT BY OWNERS	53
C.	AMENDMENT BY THE BOARD	54
ARTICLE XVII. ALTERNATE DISPUTE RESOLUTION		54
A.	DISPUTE RESOLUTION	55
B.	OUTSIDE MEDIATOR	55
C.	MEDIATION IS NOT A WAIVER	55
D.	FAILURE TO PURSUE ALTERNATIVE DISPUTE RESOLUTION	55
E.	ASSESSMENT COLLECTION AND LIEN FORECLOSURE	56
F.	TERM	56
ARTICLE XVIII. GENERAL PROVISIONS		56
A.	SEVERABILITY	56
B.	COMPLIANCE WITH LAWS	56
C.	GENDER AND NUMBER	56
D.	INTERPRETATION	56
E.	HEADLINES	56
F.	GOVERNING LAW	57
G.	FINES FOR VIOLATIONS	57
H.	BOOKS AND RECORDS	57
I.	NOTICES	57
J.	MERGERS	57
K.	CURRENT ADDRESS AND OCCUPANTS	57
L.	SECURITY	58
M.	VIEW IMPAIRMENT	58
N.	VIDEO, DATA AND COMMUNICATION SERVICE AGREEMENTS	59
O.	OCCUPANTS BOUND	59
P.	TRANSFER OF TITLE AND RESALE CERTIFICATE	60
Q.	WATER MANAGEMENT	60
R.	MASTER PLAN	61

**FIRST AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
NOLINA (RESIDENTIAL PROPERTY)**

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This First Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Nolina (Residential Property) is made by JDS RR LLC, a Texas limited liability company (“*Declarant*”).

RECITALS:

Declarant filed that certain Declaration of Covenants, Conditions, and Restrictions for Nolina (Residential Property) under Clerk’s File Number 2023077234 in the Official Public Records of Williamson County, Texas, as same has been amended and supplemented from time to time (the “*Original Declaration*”).

Declarant is the owner of certain real property situated in Williamson County, Texas, which property is more particularly described by metes and bounds on **Exhibit A**, attached to and made a part of this Declaration for all purposes by this reference, and which real property was originally encumbered by the Original Declaration (the “*Anchor Tract*”).

The Anchor Tract, collectively with all other land that has been and may be annexed into Nolina and made subject to the Declaration, is referred to as the “*Property*” or “*Nolina*”.

Declarant desires to develop the Property as a single family, residential use subdivision, and to provide and adopt a general plan of development including Assessments, conditions, covenants, easements, reservations, and restrictions designed to govern the Property, as applicable.

Declarant has deemed it desirable, for the efficient administration of the amenities in the Property and the enforcement of the Dedicatory Instruments, to create an Association to which has been or will be delegated and assigned the authority to administer and enforce these Assessments, conditions, covenants, easements, reservations, and restrictions, including levying, collecting, and disbursing the Assessments.

There has been or will be incorporated one or more nonprofit corporations created under the laws of the State of Texas, including the first being the Nolina Residential Association, Inc. Declarant is authorized to incorporate one or more entities to provide the functions of the Association. The directors of the Association either have or will establish certain Bylaws by which the Association will be governed through its Board of Directors, for the purpose of exercising the functions of the Association and any other duties as set out in the Bylaws or in other Dedicatory Instruments.

Declarant desires to amend and restate the Original Declaration and to replace it in its entirety with this Declaration pursuant to the authority reserved to it in Article XV, Section A. of the Original Declaration.

DECLARATION:

The Property will be held, transferred, sold, conveyed, used, and occupied subject to the covenants, Assessments, restrictions, easements, charges, and liens set forth in the Dedicatory Instruments, including, but not limited to, this Declaration. The Property is subject to the jurisdiction of the Association, and will be developed, improved, sold, used, and enjoyed in accordance with, and subject to the following plan of development, including the applicable Assessments, conditions, covenants, easements, reservations, and restrictions set forth in this Declaration, all of which are adopted for, and placed upon the Property and are covenants running with the land and are binding on all parties, now and at any time having or claiming any right, title, or interest in the Property or any part thereof, their heirs, executors, administrators, successors, and assigns, regardless of the source of, or the manner in which any such right, title, or interest is or may be acquired, and will inure to the benefit of each Owner of any part of the Property.

The Property is subject to this Declaration, which may be amended or supplemented from time to time. Additionally, the Property is subject to the Dedicatory Instruments. If any conflict exists between any portion of the Declaration and any Dedicatory Instrument, the more restrictive provision will control. Notwithstanding the foregoing, in the event of a conflict between a Dedicatory Instrument and any amendment thereto, the amendment will control.

The provisions of the Original Declaration that are not being amended by this Declaration, are being restated in this Declaration for ease of reference and the purpose of completeness. The lien created in the Original Declaration is not disturbed by this Declaration and continues to be in full force and effect from the date the Original Declaration was recorded.

ARTICLE I. DEFINITION OF TERMS

The following words when used in this Declaration have the following meanings when capitalized (unless the context requires otherwise and then the term is not capitalized):

- A. “**ARC**” means the Architectural Review Committee established for the Property as set forth in this Declaration.
- B. “**Area of Common Authority**” means all the properties and facilities for which the Association (i) has enforcement authority, (ii) may have responsibility under the Dedicatory Instruments, or (iii) otherwise elects to maintain or contribute to the cost of maintenance, repair, or replacement for the benefit of its Members, regardless of who owns such properties and facilities. The Area of Common Authority includes all of the Common Area and may, by way of illustration and not limitation, also include Reserve Areas, Lots or portions of Lots, and property dedicated to the public, such as rights of way. Portions of Lots affected by easements held by the Association as set forth in this Declaration are considered Area of Common Authority.

- C. “**Assessments**” means the assessments levied against all Lots pursuant to this Declaration, a Supplemental Amendment, or another Dedicatory Instrument, for the purposes set out in the applicable Dedicatory Instrument, or any other charge authorized by this Declaration or other Dedicatory Instrument.
- D. “**Association**” means one or more nonprofit corporations, including its successors, assigns, or replacements, created under the laws of the State of Texas, with the first being the Nolina Residential Association, Inc. Declarant is authorized to incorporate one or more entities to provide the functions of the Association. No more than one such nonprofit corporation will be in existence at any one time, provided, however, the formation of one or more sub-associations is permitted, subject to the terms set forth in this Declaration. The Association is a Texas nonprofit corporation that has jurisdiction over all properties located within Nolina, as same may be amended from time to time as additional property is annexed into Nolina as allowed under this Declaration. For purposes of clarity, when “Association” is used in this Declaration, that term includes the authority, rights, remedies, and obligations of the nonprofit corporation, and the authority of the Board, as defined in this Declaration, to carry out the authority, rights, remedies, and obligations of the Association.
- E. “**Board**” means the Board of Directors of the Association, as provided in the Bylaws.
- F. “**Builder**” means an individual or entity that purchases a single or multiple Lots from Declarant or its affiliates for the purpose of constructing Dwellings thereon, which Dwellings will be offered for sale to purchasers. “Builder” does not include an individual or entity constructing additions onto a Dwelling already in existence, performing repairs or maintenance, or reconstructing or replacing a Dwelling after demolition or destruction, either partial or complete.
- G. “**Bylaws**” means the Bylaws of the Association, as they may be amended from time to time.
- H. “**Common Area**” means all real property owned in fee or held in easement, lease, or license by the Association and all improvements thereon, including real property in which it otherwise holds possessory or use rights, for the common use and enjoyment of the Owners and Reserve Areas for the benefit of the Membership. Portions of Lots affected by easements held by the Association as set forth in this Declaration are not considered Common Area.
- I. “**Community Wide Standard**” means the standard of development, improvements, use, conduct, architecture, landscaping, maintenance, or aesthetic matters generally prevailing throughout the Property. Such standards may but are not required to be set out in the Dedicatory Instruments and Board resolutions. The Community Wide Standard may contain objective elements, such as specific maintenance requirements, and subjective elements, such as matters subject to the discretion of the Board or ARC. Such standards may be specifically determined, and modified, by the Board, with the approval of Declarant during the Development Period. The Community Wide Standard may evolve as development progresses and as Nolina matures.

- J. “**Declarant**” means JDS RR LLC, a Texas limited liability company, its successors, and assigns as same is required to be evidenced by a written instrument recorded in the Official Public Records of Williamson County, Texas.
- K. “**Declaration**” means this First Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Nolina (Residential Property), which encumbers the Property, and any other property brought under the control of this Declaration, any Supplemental Amendment, any Annexation Agreement, and any amendments thereto.
- L. “**Dedicator Instrument**” means each governing instrument covering the establishment, maintenance, and operation of the Property. The term includes this Declaration, any Annexation Agreement or Supplemental Amendment to the Declaration, any instrument (including the Guidelines) subjecting the Property to covenants, conditions, restrictions, or Assessments, any Certificate of Formation, Bylaws, or other instruments governing the administration or operation of the Association, all properly adopted policies, rules, and regulations of the Association, and any lawful amendments or modifications to the Dedicatory Instruments.
- M. “**Deed Restriction Violation**” means and includes (i) any damage that an Owner or Occupant has caused to the Common Area, (ii) a condition on a Lot or an improvement located upon a Lot that does not comply with the terms and conditions of the Dedicatory Instruments encumbering the Property, (iii) failure to pay all amounts due and owing on a Lot, (iv) failure to construct improvements or modifications on a Lot in accordance with plans approved by the ARC, and (v) failure to comply with any terms and conditions of a Dedicatory Instrument.
- N. “**Development Period**” means the period of time during which Declarant reserves the right to facilitate the development, construction, and marketing of the Property and the right to direct the size, shape, and composition of the Property, which retained rights specifically include the right of Declarant to appoint and remove all members of the ARC, as set forth in this Declaration, and which rights are vested in Declarant until the earlier of (i) such time as Declarant no longer owns any portion of the Property, or (ii) such time as Declarant assigns or relinquishes all of its retained rights created in this Declaration or in any other Dedicatory Instrument. During the Development Period, Declarant has the exclusive right to disapprove any action, policy, or program of the Association, the Board, or any committee which, in the sole judgement of Declarant, would tend to impair the rights of Declarant or interfere with the development, construction, or marketing of any portion of the Property, or diminish the level of services being provided by the Association. In the event the Development Period terminates pursuant to the above provisions, and thereafter Declarant becomes record owner of any portion of the Property, the Development Period will be restored until it again terminates as specified above.
- O. “**Dwelling**” means a main residential structure constructed on a Lot or Homesite intended for single family residential use.
- P. “**Grantee**” means a person or entity acquiring title to a Lot within the Property.

- Q. “**Guidelines**” means general, architectural, or builder guidelines, and application and review procedures, if any, that may set forth various standards relating to the exterior harmony of any improvements placed upon or constructed on any Lot or construction types and aesthetics. There is no limitation on the scope of amendments to the Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Guidelines less restrictive. Guidelines are enforceable by the Board.
- R. “**Hardscape**” means and includes items such as rocks, landscape timbers, railroad ties, fountains, statuary, sculptures, terracing materials, lawn swings, and yard art.
- S. “**Homesite**” means one or more Lots upon which a single family Dwelling may be erected subject to this Declaration.
- T. “**Lienholder**” means that certain entity that (i) has executed the Lienholder Consent and Subordination attached to this Declaration, which Lienholder Consent and Subordination is incorporated in this Declaration for all purposes, and (ii) is the sole beneficiary of a purchase money mortgage lien (as set forth in this Declaration) and other liens, assignments, and security interests encumbering all or a portion of the Property owned by Declarant.
- U. “**Limited Common Area**” means (i) portions of the Common Area which, by plat or otherwise, are restricted to the exclusive use or primary benefit of less than all Homesites within the Property, and (ii) those portions of the Common Area that are considered part of a Service Area. Limited Common Area may include, among other things, entry features, private streets, recreational facilities, lakes, landscaped medians, and cul-de-sacs.
- V. “**Lot**” means a parcel of Property defined as one Lot by the applicable plat or any replat thereof recorded in the Official Public Records of Williamson County, Texas, encumbered by this Declaration and restricted to single family residential use. Homesites may be comprised of more than one Lot; each such Lot will be subject to the rights and duties of Membership in the Association. No Lot may be further subdivided and separated into smaller Lots, and no portion less than all of any Lot may be transferred or conveyed. Notwithstanding anything contained in this Declaration to the contrary, this definition does not include any Lot for so long as it is being used by Declarant as a model home Lot, a sales information center, or for any other purpose.
- W. “**Member**” or “**Membership**” means an Owner, as defined in this Article, subject to the provisions set forth in this Declaration.
- X. “**Member in Good Standing**” means Declarant, as well as a Member (i) who is not delinquent in the payment of any Assessment against the Member’s Lot or any interest, late charges, costs, or reasonable attorney’s fees added to such Assessment under the provisions of the Dedicatory Instruments or as provided by law, (ii) who is not delinquent in payments made pursuant to a payment plan for Assessments, (iii)

who has not failed to pay any fine levied against the Member or the Member's Lot pursuant to the Dedicatory Instruments, (iv) who has not caused any Deed Restriction Violation which has progressed to the stage of a written notice to the Owner of the Owner's right to request a hearing to be held by the Association, or beyond, and which remains unresolved as of the date of determination of the Member's standing, (v) who has not failed to comply with all terms of a judgment obtained against the Member by the Association, including the payment of all sums due the Association by virtue of such judgment, and (vi) who is in compliance with all state and federal mandated requirements for directors, if the Member is elected by the Class A Members to serve on the Board, including, but not limited to, the requirements of the Corporate Transparency Act, if applicable, as set forth in the Bylaws. If one Occupant of a particular Dwelling does not qualify as a Member in Good Standing, then no Occupant of such Dwelling will be considered a Member in Good Standing. Additionally, if an Owner of multiple Lots does not qualify as a Member in Good Standing as to one Lot, then such Owner will not qualify as a Member in Good Standing as to any Lot owned by the Owner.

- Y. "**Occupant**" means an Owner, resident, tenant, lessee, guest, or invitee of any Lot or Dwelling within the Property for any period of time.
- Z. "**Outbuilding**" means a structure such as (by way of example and not limitation) a storage building, shed, greenhouse, gazebo, or shade trellis.
- AA. "**Owner**" means the record Owner, whether one or more persons or entities, of fee simple title to any portion of the Property. Special purpose districts (by way of example and not limitation, special purpose districts owning one or more Reserve Areas within the Property) and persons or entities holding title only as a lienholder are not considered Owners for purposes of this Declaration.
- BB. "**Property**" or "**Nolina**" means the Nolina subdivision located in Williamson County, Texas. As of the date of this Declaration, the Property is comprised of (i) the Anchor Tract, as more particularly described on **Exhibit A**, and (ii) any additional property which has been subjected to this Declaration by Annexation Agreement or Supplemental Amendment. The Property may be supplemented as additional land is annexed into the Property by the recording of an Annexation Agreement or Supplemental Amendment.
- CC. "**Public View**" means a condition, structure, item, or improvement located on a Lot that is openly visible from or by an individual standing at ground level of (i) at least one neighboring Lot (such neighboring Lot need not be adjoining the Lot with any such condition, structure, item, or improvement), (ii) a Common Area, or (iii) a street.
- DD. "**Reserve Area**", "**Reserve**", or "**Restricted Reserve**" means those areas existing throughout Nolina that may be used for, by way of illustration and not limitation, landscape, open space, drill site, recreation, drainage, detention, or utility purposes. Such Reserve Areas may constitute Common Area, Limited Common Area, or Area of Common Authority.

- EE. “*Service Area*” means a designated area in which the Lots share Limited Common Areas or receive special benefits or services from the Association that the Association does not provide to all Lots within the Property.
- FF. “*Supplemental Amendment*” or “*Annexation Agreement*” means an amendment or supplement to this Declaration that subjects additional property to this Declaration or imposes, expressly or by reference, additional or different restrictions, Assessments, or obligations on the land described therein. The term also refers to the instrument recorded by Declarant or the Association pursuant to the provisions of this Declaration to subject additional property to this Declaration.

ARTICLE II. PURPOSE AND INTENT

The Property, as initially planned, is intended to be a single family, residential development that is planned to feature residential uses. While residential in nature, the Property exists within what will be a larger development project which currently is planned to include mixed uses, such as by way of illustration and not limitation, commercial uses, places of worship, schools, and multifamily uses. This Declaration serves as the means by which design, maintenance, and use of the residential Property, and additional property made a part of Nolina, will be established. No Owner, save and except Declarant and its designees, may create a condominium regime within the Property.

ARTICLE III. PROPERTY SUBJECT TO RESTRICTIONS

A. Property Encumbered

The Property that is encumbered by this Declaration and is therefore a part of Nolina consists of (i) the Anchor Tract, as more particularly described on **Exhibit A**, and (ii) any additional property that has previously been annexed into the Property and made subject to the Declaration and to the jurisdiction of the Association by way of Annexation Agreement or Supplemental Amendment.

B. Annexation of Additional Property

Without the joinder of any other Owners or Members, Declarant reserves the exclusive right during the Development Period to annex any additional property into the Property. Such annexation will be accomplished by the execution and filing for record of a Supplemental Amendment or Annexation Agreement setting forth the land being annexed or the specific restrictions relating to such property, if different. Any Supplemental Amendment or Annexation Agreement may contain Assessments, covenants, conditions, restrictions, and easements which apply only to the real property annexed or may create exceptions to, or otherwise modify, the terms of this Declaration as they may apply to the real property being annexed in order to reflect the different or unique character or intended use of such real property.

The right of Declarant to annex land under this Section will automatically pass to the Association upon the expiration of the Development Period.

C. Deannexation of Property

During the Development Period, Declarant, without the joinder of any other Owners or Members, may deannex from Nolina any property owned by Declarant. During the Development Period, property not owned by Declarant may be deannexed with the prior written consent of Declarant and the Owner thereof.

ARTICLE IV. ASSOCIATION MEMBERSHIP, VOTING RIGHTS, AND BOARD OF DIRECTORS

A. Eligibility

Eligibility to vote or serve as a director or officer of the Board after the expiration of the term(s) of the Declarant-appointed directors is predicated upon a person being a Member of the Association. Nothing contained in this Declaration creates a fiduciary duty owed by the Board to the Members of the Association.

B. Membership

Declarant and every record Owner will be a Member of the Association, excluding therefrom special purpose districts (by way of example and not limitation, special purpose districts owning one or more Reserve Areas within the Property) and persons or entities holding an interest in the land merely as security for the performance of an obligation (such as a mortgagee, or holder of any other lien against property), unless the holder of the security interest foreclosed and thereby became the Owner of the Lot(s).

Membership is appurtenant to and runs with the land. Membership is not severable as an individual right and cannot be separately conveyed to any party or entity. Each Owner has only one Membership in the Association. All duties and obligations set forth in this Declaration are the responsibility of each Member. No waiver of use of rights of enjoyment created by this Declaration relieves Members or their successors or assigns of such duties or obligations. Mandatory membership begins with the execution of this Declaration and passes with title to the land (regardless of any method of conveyance) to any subsequent grantee, successor, or assignee of a Member. Members in Good Standing have the right to the use and enjoyment of the Common Area in the Property. Owners who are not Members in Good Standing may be prohibited from utilizing Common Areas in the Property.

The creation of one or more sub-associations may take place as the Property is developed over time. Members of any such sub-association will also be Members of the Association. During the Development Period, the merger of a sub-association with another association, the creation or termination of a sub-association, and the amendment to a sub-association's certificate of formation must have the approval of Declarant. After the expiration of the Development Period, the merger of a sub-association with another association, the creation or termination of a sub-association, and the amendment to a sub-association's certificate of formation must have the approval of the Association.

C. Voting Rights

The Association will initially have 2 classes of Members, being Class A Members and the Class B Member, as follows:

1. Class A Membership

Class A Members will be all Members with the exception of the Class B Member, if any. Each Class A Member's voting rights are based on the number of Lots owned by such Class A Member and are determined as follows:

One vote is granted to Class A Members for each Lot owned. Notwithstanding anything contained in this Declaration to the contrary, in the event 2 Lots are combined to create 1 Homesite and the Homesite is replatted into 1 Lot, the Owner of the Homesite will have 1 vote for each Lot in existence prior to such replat.

Multiple Owners of any single Lot must vote in agreement (under any method they devise among themselves), but in no case will such multiple Owners cast portions of votes. The vote attributable to any single Lot must be voted in the same manner (i.e., all Owners of the Lot for, or all Owners of the Lot against a particular issue), but in no event may there be more than 1 Class A vote cast per Lot.

2. Class B Membership

The Class B Member is Declarant. Declarant is entitled to 3 times the total number of votes allocated to Class A Members. Declarant's Class B Membership will terminate upon the earliest to occur of the following:

- a. When Declarant no longer owns any real property within the Nolina development; or
- b. Such time as Declarant, in its sole discretion, so determines; provided, however, that Declarant may assign its rights, in whole or in part, permanent or temporary, at any time.

3. Membership Conferral

Declarant has the continuing right, at any time prior to the termination of Declarant's Class B Membership, without the joinder or consent of any other Owner, entity, lender, or other person, to create one or more Membership class in addition to Class A Membership and Class B Membership ("***Additional Membership Class***"), and to confer Additional Membership Class status in the Association on any Owner (with such Owner's consent), solely with respect to voting rights or Assessments (the "***Conferral***"). Provided, however, any such Conferral of Additional Membership Class status need not be uniform as to all members of the Additional Membership Class. Declarant will evidence such Conferral by filing in the Official Public Records of Williamson County, Texas, an instrument specifying the name and address of the party upon which Additional Membership Class status has been conferred, setting forth a legal description for all of the

real property to which such Conferral applies, and setting forth the terms of such Conferral. Unless otherwise set forth in the Conferral, the Additional Membership Class status so conferred by Declarant will terminate and such Owner will become a Class A Member of the Association upon the earliest to occur of the following:

- a. Termination of Declarant's Class B status in the Association, as provided in this Declaration;
- b. A material violation by the member of the Additional Membership Class of any terms and conditions of the Conferral, which violation has not been cured after the member has received notice of such violation and has failed to cure such violation; or
- c. Expiration of the term of the Conferral, if any, provided in the Conferral.

D. Voting Procedures

Members will exercise their votes as set out in the Dedicatory Instruments.

E. Right to Appoint and Elect Board of Directors

Declarant retains the authority to appoint all members of the Board until not later than the 10th anniversary of the date the Original Declaration was recorded in the Official Public Records of Williamson County, Texas, at which time 1/3 of the Board members (who must be Members of the Association) must be elected by Owners other than Declarant, as set forth in the Bylaws. After such anniversary, Declarant will retain the authority to appoint the remaining 2/3 of the members of the Board until (i) the termination of the Development Period, or (ii) Declarant releases its status as a Class B Member and its authority to appoint members of the Board, as evidenced by an instrument recorded in the Official Public Records of Williamson County, Texas, whichever occurs first. Declarant may assign to the Association its authority to appoint some or all (as applicable) members of the Board, with such assignment evidenced by an instrument recorded in the Official Public Records of Williamson County, Texas.

Upon termination of Declarant's authority to appoint 2/3 of the members of the Board, any remaining members of any Additional Membership Class will be converted to Class A Members and elections will be held to elect the members of the Board (who must be Members of the Association) pursuant to the provisions of the Certificate of Formation and the Bylaws of the Association. In the event Class B Membership terminates pursuant to the above provisions, and thereafter additional property is annexed into the jurisdiction of the Association, which results in Declarant owning property in Nolana, only Declarant's Class B Membership will be restored (no other previously designated Additional Membership Class will be restored), until it again terminates as specified above. Notwithstanding anything contained in this Declaration to the contrary, Declarant may assign, temporarily or permanently, all or a portion of its rights as Declarant to any person(s).

ARTICLE V. EFFECTIVE DATE OF DECLARATION

This Declaration will be effective as of the date it is recorded in the Official Public Records of Williamson County, Texas.

ARTICLE VI. USE RESTRICTIONS

Notwithstanding anything contained in this Declaration to the contrary, the provisions of this Article apply only to Homesites unless other portions of the Property are specifically included in these provisions.

A. Single Family Residential Use Permitted; Leasing

Homesites within the Property may only be used for single family residential use. The term “single family residential use”, as used in this Declaration, refers not only to the architectural design of the Dwelling, but also to the permitted number of inhabitants, which is limited to a single family, as set forth below. Furthermore, “single family residential use” means the use of and improvement to a Homesite with no more than one building designed and used for living, sleeping, cooking, and eating therein. As used in this Declaration, the term “single family residential use” specifically prohibits, without limitation, the use of a Homesite for a duplex, apartment, multi-family dwelling, accessory dwelling unit, garage apartment or any other apartment or for any multi-family use, vacation rental by Owner, boarding house, “Airbnb” or similar short term rental use, bed and breakfast, any business or activity requiring a Federal Firearms License or for any business, professional or other commercial activity. In no case may a Homesite contain more than one Dwelling. No building, improvement, Outbuilding or portion thereof may be constructed for income property or such that Occupants would occupy less than the entire Homesite.

No Dwelling may be occupied by more than one single family. By way of illustration, the following is an example of an approved single family:

RESIDENT 1 AND RESIDENT 2 RESIDE IN DWELLING.

Additional approved residents are:

- a) children of either or both residents;
- b) no more than a total of 2 parents of the residents;
- c) 1 unrelated person; and
- d) 1 household employee.

Leasing a Homesite for single family residential use will not be considered a prohibited “business” use as set forth in Section B, below, provided that the Owner and any other Owner(s) with whom such Owner is affiliated do not collectively (i) lease or offer for lease more than one Homesite within the Property at any time; or (ii) lease or offer for lease a Homesite within one year of taking title to such Homesite. For purposes of this provision and by way of illustration and not limitation, “affiliated” means Owners who are: (i) reflected on the deed for the Homesite, (ii) reflected on a deed of trust related to the Homesite, (iii) related by blood or marriage within the second degree of relationship, (iv) shareholders, partners, or members of an entity that owns a Homesite, or (v) associated with each other for other business purposes. The

Board has the sole and absolute discretion to determine who is affiliated with an Owner. This provision does not preclude the Association or an institutional lender from leasing one or more Homesites upon taking title following foreclosure of its security interest in the Homesites or upon acceptance of a deed in lieu of foreclosure.

The Occupants of a leased Dwelling must lease the entire land and improvements comprising the Homesite. No fraction or portion of any Homesite may be leased or rented or offered for lease or rent. "Leasing", for purposes of this Declaration, is defined as occupancy of a Dwelling and the Homesite on which the Dwelling is located for single family residential use by any person other than the Owner, for which the Owner receives any consideration or benefit, including a fee, service, gratuity, or emolument. Provided, however, "leasing", for purposes of this Declaration, does not include leases such as, by way of illustration and not limitation, "VRBO", boarding house rentals, backyard rentals, swimming pool rentals, "Swimply", "Airbnb", "Vacasa", party venue rentals, bed and breakfasts or other short-term rental uses, and such uses are strictly prohibited and are considered to be a prohibited business use.

All leases must be in writing and will contain such terms as the Board may prescribe from time to time. All leases will provide that they may be terminated in the event of a violation of the Declaration or the Dedicatory Instruments by an Occupant or Occupant's family, and the Board, in its sole discretion, may require termination by the Owner and eviction of the Occupant in such event. Rental or lease of the Homesite will not relieve the Owner from compliance with this Declaration or the Dedicatory Instruments. No Homesite may be leased for a term of less than 6 full consecutive calendar months to the same lessee, nor may any lease be for less than the entire Homesite; provided, however, the Board may adopt rules that require a longer minimum lease term than that set forth in this Declaration, and any such term will control over the minimum term set forth in this Declaration and will not be considered a conflict with this Declaration. Single family residential use does not include a lease to tenants temporarily (less than 6 months) or a lease in which the tenants do not intend to make the Homesite their primary residence. An Owner who leases his or her Homesite assigns to the lessee for the period of the lease all the Owner's rights to use the Common Areas and amenities located thereon.

The provisions in this section regarding leasing do not prohibit Declarant or its designees from developing a portion of the Property for build-to-rent purposes, and Declarant is expressly authorized to develop the Property as it deems appropriate.

It is not the intent of this provision to exclude from a Homesite any individual who is authorized to so remain by any state or federal law. If it is found that this provision is in violation of any law, then this provision must be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

B. Non-Permitted Uses

1. No trade or business may be conducted in or from any Dwelling, Lot, or Homesite, except such use within a Dwelling where (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Dwelling; (ii) the business activity conforms to all governmental requirements and other Dedicatory Instruments applicable to the Property; (iii) the business activity does not

involve visitation to the Dwelling or Homesite by clients, customers, suppliers, or other business invitees or door-to-door solicitation of Occupants of the Property; and (iv) the business activity is consistent with the residential character and use of the Property, does not constitute a nuisance or a hazardous or offensive use, and does not threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board. The uses set out in this Section 1 (i) through (iv) are referred to singularly or collectively as an “*Incidental Business Use*”. At no time may an Incidental Business Use cause increased parking or traffic within the Property. Any increased parking or traffic within the Property as a result of an Incidental Business Use will be deemed to be a Deed Restriction Violation. By way of illustration and not limitation, a day-care facility, home day-care facility, church, nursery, pre-school, beauty parlor, barber shop, spa service, “VRBO”, boarding house, “Airbnb”, “Vacasa”, backyard rental, swimming pool rental, “Swimply”, party venue rental, pet boarding service, bed and breakfast, or any business or activity requiring a Federal Firearms License are expressly prohibited and are not considered to be an Incidental Business Use.

The terms “business” and “trade”, as used in this provision, are construed to have their ordinary, generally accepted meanings and include any occupation, work, or activity undertaken on an ongoing basis that involves the manufacture or provision of goods or services for or to persons other than the Occupant’s family, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does not generate a profit; or (iii) a license is required therefor. This Section does not apply to any activity conducted by Declarant, or by a Builder with the approval of Declarant, with respect to its development and sale of the Property. Garage sales, attic sales, moving sales, and yard sales (or any similar vending of merchandise) conducted on any Homesite separate from an Association-directed community wide garage sale will be considered business activity and are therefore prohibited. Owners are advised that gated entries, if any, may be set to their open positions during any such community wide garage sale at the discretion of the Board. The Association may, but is not required to, adopt rules and regulations regarding such community wide garage sales. Notwithstanding anything contained in this Declaration to the contrary, estate sales are expressly prohibited.

2. No livestock, domestic or wild animals, or plants or crops may be raised on any Homesite, Lot, or any portion of the Property for the purpose of breeding or selling same, whether for profit or not. Exchange of such animals, plants, or produce for anything of value to the seller will constitute a sale of merchandise and is therefore prohibited under this provision.

C. Animals and Pets

No animals (including swine, poultry, and livestock) may be raised, bred, or kept on any portion of the Property, except that dogs, cats, and other common household pets, not to exceed a total of 2 pets, may be permitted on a Homesite or in a Dwelling. The foregoing limitation on number of pets does not apply to constantly caged small pets such as hamsters, small birds, fish, or other similar common household pets kept inside the Dwelling, nor does it apply to require the removal of any litter born to a permitted pet prior to the time that the animals in such litter are 3 months old. No animals or pets may be kept, bred, or maintained for any commercial purpose.

No pets are permitted to roam freely outside the fenced portion of a Lot. Whenever they are outside the fenced portion of a Lot, dogs and cats must at all times be confined on a leash or in a carrier, which must be held or controlled by a responsible person. Provided, however, in the event an enclosed dog park is developed within the Property, dogs are permitted to roam freely within the confines of the dog park.

This provision is not intended to exclude from the Property any animal that is authorized to so remain by any state or federal law. If it is found that this provision is in violation of any law, then this provision must be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

D. Antennas

No exterior antenna, aerial, satellite dish, or other apparatus for the reception of television, radio, satellite, or other signals of any kind may be placed, erected, or maintained on a Lot if visible from Public View, unless it is impossible to receive an acceptable quality signal from any other location. In that event, the receiving device may be placed in the least visible location where reception of an acceptable quality signal may be received. The Board may require painting or screening of the receiving device if painting or screening does not substantially interfere with an acceptable quality signal. In no event are the following devices permitted: (i) satellite dishes which are larger than 1 meter in diameter; (ii) broadcast antenna masts which exceed the height of the center ridge of the roofline; and (iii) MMDS antenna masts which exceed the height of 12 feet above the center ridge of the roofline. No exterior antenna, aerial, satellite dish, or other apparatus which transmits television, radio, satellite, or other signals of any kind is permitted on a Lot. This section is intended to comply with the Telecommunications Act of 1996 (the "*Act*"), as the Act may be amended from time to time, and FCC regulations promulgated under the Act. This section must be interpreted to be as restrictive as possible while not violating the Act or FCC regulations. The Board may promulgate Guidelines which further define, restrict, or address the placement and screening of receiving devices and masts, provided such Guidelines comply with the Act and applicable FCC regulations.

Declarant and the Association have the right, without the obligation, to erect an aerial, satellite dish, or other apparatus (of any size) for a master antenna, cable, or other communication system for the benefit of all or any portion of the Property, should any master system or systems require such exterior apparatus.

E. Basketball Goals and Backboards

No basketball goal, net, or backboard may be kept, placed, or mounted upon any Lot or kept, placed, attached, or mounted to any fence or Dwelling without prior written approval by the ARC. Basketball goals and backboards are subject to Guidelines as to type, location, and hours of use. Basketball goals and backboards must at all times be maintained and kept in good condition.

F. Drilling

No drilling or related operations of any kind are permitted upon, under, on, or in any Lot. No wells, tanks, tunnels, mineral excavations, or shafts are permitted upon or in any Lot, including water wells for potable or non-potable uses. Provided, however, Declarant, the Association, or the special purpose district (or other entity owning such land) has the right to drill water wells for non-potable uses upon the Common Area and Area of Common Authority (with any such landowner's approval) for purposes including irrigation of recreational fields, parks, and other open areas.

G. Exterior Seasonal Decorations

The Board may promulgate rules regarding the display of exterior seasonal decorations, including lights, banners, flags, and wreaths. Such rules may address the appearance and length of time of such display. Any display of exterior seasonal decorations must be maintained and kept in good condition at all times.

H. Flags and Flagpoles

The size, number, and placement of flagpoles, and the display of flags within the Property, are subject to Guidelines, rules, and policies. It is not intended for this Section to violate any local, state, or federal law. This Section must be interpreted to be as restrictive as possible while not violating any laws of the State of Texas or the United States of America.

I. General Nuisances

No portion of the Property may be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor may any substance, thing, animal, or material be kept upon any portion of the Property that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, comfort, or serenity of the Owners or Occupants of surrounding Homesites and users of the Common Areas.

No noxious, illegal, or offensive activity may take place or exist upon any portion of the Property, nor may anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Property. No plant, animal, device, or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property may be kept within the Property. Outside burning of wood (except for wood burned in approved outdoor fire pits and fireplaces), leaves, trash, garbage, or household refuse is prohibited within the Property. No speaker, horn, whistle, bell, or other sound device, except alarm devices used exclusively for residential monitoring purposes, may be installed or operated on the Property, unless required by federal, state, or local regulation. The use and discharge of firecrackers and other fireworks is prohibited within the Property.

Each Owner has the obligation to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot or Homesite. The pursuit of hobbies or other visible activities, including specifically, without limiting the generality of the foregoing, the

assembly and disassembly of motor vehicles and other mechanical devices that might tend to cause disorderly, unsightly, or unkempt conditions, may not be pursued or undertaken on any part of the Property. Notwithstanding the above, the disassembly and assembly of motor vehicles to perform repair work may be permitted provided such activities are not conducted on a regular or frequent basis and are either conducted entirely within an enclosed garage or, if conducted outside, are begun and completed within 12 hours.

Notwithstanding anything contained in this Declaration to the contrary, the Association has the right, but not the obligation, to enter upon any Common Area, Area of Common Authority, or street right of way to remove signs not authorized by the Board in advance, and to regulate (including the prohibition of) street vending and similar non-approved activities that are not in compliance with Texas law.

No portion of the Property may be used, in whole or in part, in a way that creates a nuisance within the Property. Activities or conditions constituting a nuisance are incapable of exhaustive definition which will fit all cases, but they may include those activities and conditions that endanger life or health, give unreasonable offense to senses, or obstruct reasonable use of property. Those activities or conditions that cause minor or infrequent disturbances resulting from ordinary life activities within a deed restricted community are not intended to constitute a nuisance. Whether such activity or condition constitutes a nuisance will be determined by the Board. The Board may adopt rules or policies to further define what constitutes a nuisance, as warranted.

J. Generators

The size, number, placement, and other characteristics of standby electric generators within the Property are subject to any applicable Guidelines, rules, or policies adopted by the Board.

K. Monuments and Fences

1. Monuments and Shared Fencing

Declarant and the Association, including their respective designees, are granted an easement to place, maintain, and repair a monument or marker within the Property.

Fencing requirements for Lots within the Property are set forth in the Guidelines or other Dedicatory Instrument and fencing is subject to prior written approval by the ARC. Unless otherwise set forth in this Declaration or in another Dedicatory Instrument, Owners are responsible for the ongoing maintenance, repair, and replacement of all fences in existence at the time of their purchase of the Lot. Replacement fences must be of a similar material and design as originally constructed unless otherwise approved in writing by the ARC prior to construction of the replacement fence. The maintenance of any portion of a fence which lies between Lots ("**Shared Fencing**") is the joint responsibility of the Lot Owners on whose property the fence lies between. Owners are advised that, while Shared Fencing is typically installed directly on the shared Lot line, there may be minimal deviations in the location of the Shared Fencing that cause some or

all of the Shared Fencing to be located within the platted boundaries of only one Lot. Regardless of these possible deviations, the Shared Fencing will remain the joint responsibility of the Lot Owners on whose Lots the Shared Fencing lies between. In the event an Owner fails to repair, replace, or maintain any fence in a manner consistent with the Community Wide Standard in the sole discretion of the Board, the Board may exercise its Self Help remedy pursuant to the terms set forth in this Declaration, and has the right, but not the obligation, through its agents, contractors, or employees to enter such Lot for the repair or replacement of such fence after notice to the Owner. Any expense incurred by the Association in effectuating such repair or replacement is the responsibility of the Owner(s) having such obligation to maintain or will be split evenly between adjoining Lot Owners if Shared Fencing is involved, and such expense is secured by the continuing lien on the Lot.

2. Location of Fencing in Relation to Front Building Line

The installation of fencing closer to a street than the building setback line of the appurtenant Dwelling is prohibited unless (i) the address of the Dwelling is exempt from public disclosure under state or federal law, (ii) the Dwelling Owner provides to the Association documentation of the Owner's need for enhanced security measures from a law enforcement agency, or (iii) state or federal law allows for such fencing.

3. Community Fences

Owners are advised that there may be "**Community Fences**" located upon land adjacent to Lots, including within various Reserve Areas throughout the Property. In some instances, a Community Fence may be located within the platted boundary of a particular Lot. During the Development Period (and with the joinder of the Owner, if not Declarant, as applicable), the Community Fences may be designated by Declarant in this Declaration, in a Supplemental Amendment, or in another Dedicatory Instrument, including, by way of illustration and not limitation, a "**Designation of Community Fences**", which Designation of Community Fences must be recorded in the Official Public Records of Williamson County, Texas. After the expiration of the Development Period, the Association may designate Community Fences, with the joinder of the Owner of the Adjacent Lot, in a Designation of Community Fences or another Dedicatory Instrument. The Community Fences may serve as side or rear fencing to various Lots that are adjacent to such Community Fences ("**Adjacent Lots**"). The Community Fences will not be owned by Adjacent Lot Owners and may be owned by the Association or another entity. In instances where a Reserve Area containing a Community Fence is owned by an entity other than the Association, the Community Fence located therein may be maintained by such entity or the Association. In instances where a Reserve Area containing a Community Fence is owned by the Association, the Community Fence located therein will be owned and maintained by the Association, with such maintenance to be at the Board's sole discretion. There is no requirement that a Community Fence be replaced with the materials as originally constructed, and the replacement Community Fence materials will be determined at the discretion of the ARC.

Where applicable, Adjacent Lot Owners may abut (but not mechanically attach) their fencing to the adjacent Community Fence. Portions of the Reserve Areas located within the fenced area of an Adjacent Lot (the “*Community Fence Reserve Area*”), if any, are made available by the Association or an entity owning such Reserve Area for the benefit and use of the Adjacent Lot Owners, but such Adjacent Lot Owners are not vested with title to the Community Fence Reserve Area. Adjacent Lot Owners are not permitted to place or construct, either temporarily or permanently, any structures or improvements within the Community Fence Reserve Area unless the Adjacent Lot Owners have first obtained approval in writing from the ARC. Adjacent Lot Owners have the right to use their respective Community Fence Reserve Area subject to the following:

- Adjacent Lot Owners may not attach anything, temporarily or permanently, to the Community Fence, including any fencing abutting the Community Fence.
- Adjacent Lot Owners must maintain any landscaping located in the Community Fence Reserve Area, including trimming, and spraying for insects.
- Adjacent Lot Owners may not alter the drainage pattern that has been established for the Community Fence or Community Fence Reserve Area.
- Adjacent Lot Owners may not place or construct, either temporarily or permanently, any structures or improvements within the Community Fence Reserve Area unless the Adjacent Lot Owners have first obtained approval in writing from the Association.
- Adjacent Lot Owners must maintain the Community Fence Reserve Area in a clean and neat condition and in compliance with the Dedicatory Instruments of the Property at all times.

The Adjacent Lot Owners and Declarant grant an easement to the Association and to the Community Fence owner, as applicable, over and across each Adjacent Lot to the extent necessary for the construction, maintenance, reconstruction, and inspection of the Community Fence and inspection of the Community Fence Reserve Area. Declarant reserves unto itself an easement over and across each Adjacent Lot to the extent necessary for the construction, maintenance, reconstruction, and inspection of the Community Fence and inspection of the Community Fence Reserve Area. Declarant, the Association, or the Community Fence owner, as applicable, must give the Adjacent Lot Owners at least 24 hours written notice prior to exercising its right of entry as set out in this Declaration. Notwithstanding anything contained in this Declaration to the contrary, written notice of Declarant’s, the Association’s, or the Community Fence owner’s (as applicable) intent to enter upon the Adjacent Lot is not required in the event of an emergency. Adjacent Lot Owners agree to hold harmless Declarant and the Association, including their respective directors and officers, and release them from any liability for the placement, construction, design, repair, maintenance, and replacement of Community Fences and Community Fence Reserve Areas, and agree to indemnify the parties released

from any damages they may sustain. Owners further grant an easement to Declarant and the Association for any incidental noise, lighting, odors, parking, and traffic which may occur due to the existence, installation, maintenance, repair, or replacement of Community Fences and Community Fence Reserve Areas.

The Association's maintenance obligation of the Community Fences extends only to normal wear and tear of such fencing. Any damage caused to a Community Fence by an Owner or Occupant that is beyond normal wear and tear will be repaired by the Association or the Community Fence owner, as applicable, at the Lot Owner's expense. The Board has the sole discretion to determine what constitutes normal wear and tear. In exercising its obligations set forth in this Declaration, the Association is not subject to any liability for trespass, other tort, or damages in connection with or arising from such exercise of its obligations set forth in this Declaration, nor in any way is the Association or the ARC, or their agents, liable for any accounting or other claim for such action. Further, in exercising its obligations set forth in this Declaration, the Association is not liable for any loss or damage to landscaping (soft or Hardscape) that encroaches upon a Community Fence or any existing materials that are affixed to the Community Fence in violation of this provision, including any Owner fencing that is connected to a Community Fence and any Owner's decorations or other personal items.

L. Outbuildings

Outbuildings may not be constructed or placed on a Lot within the Property without the prior written approval of the ARC. Guidelines may be established from time to time addressing factors including the appearance, type, size, quality, and location of Outbuildings on a Lot.

M. Outside Storage and Trash Collection

No equipment, machinery, or materials of any kind or nature may be stored on any Homesite forward of the fence at the front wall of the Dwelling situated thereon, unless the equipment, machinery, or materials are being used temporarily (not more than 1 week) and are incident to repair or construction of the Dwelling or Homesite. Equipment, machinery, and materials must be stored out of sight of every other Homesite immediately after use of such item, and all trash, debris, excess, or unused materials or supplies must be disposed of immediately off of the Homesite or stored out of view until trash collection occurs.

Trash may only be placed outside for collection the evening before collection. Trash must be contained in trashcans to protect from animals or spillage and trashcans must be removed from Public View the same evening of collection. No outdoor incinerators may be kept or maintained on any Lot.

Notwithstanding the foregoing, the outside storage of equipment, machinery, materials, and trash receptacles on a Lot that is associated with the construction of a Dwelling by a Builder is permitted during the time of construction of the Dwelling.

N. Parking

Parking restrictions specific to certain sections of the Property that are serviced by private streets may be set forth in the applicable Supplemental Amendments for such sections or another Dedicatory Instrument. The following provisions apply to all Lots located within the Property that are serviced by public streets:

1. Permitted Vehicles:

“*Permitted Vehicles*” may include passenger automobiles, passenger vans, pick-up trucks (each of the foregoing having no more than 2 axles) and motorcycles that: (i) are in operating condition; (ii) are qualified by current vehicle registration and inspection stickers; and (iii) are in regular use as motor vehicles on the streets and highways of the State of Texas. The Board has the sole discretion to determine whether a particular vehicle is a Permitted Vehicle.

Permitted Vehicles may be parked on the driveway of a Lot or inside a garage or enclosure approved by the ARC. Any vehicle that does not satisfy the foregoing requirements must be completely concealed from Public View inside a garage or enclosure approved by the ARC, with the exception of temporary parking of Commercial Vehicles and Recreational Vehicles.

2. Commercial Vehicles:

“*Commercial Vehicles*” may include vehicles and any associated machinery, trailers, and equipment that are used in a business enterprise and may be identified as being affiliated with a business (for example, by way of signage on the vehicle, design of the vehicle, or equipment on the vehicle). For illustrative purposes only, Commercial Vehicles may include cars, vans, or pick-up trucks with commercial signage on the vehicle, tow trucks, dump trucks, cement-mixer trucks, oil or gas trucks, delivery trucks, tractors, or tractor trailers. The Board has the sole discretion to determine whether a particular vehicle, associated machinery, or any signage related thereto is a Commercial Vehicle.

Commercial Vehicles may be temporarily parked on the driveway of a Lot for the purposes of construction, repair, or maintenance related to a Dwelling or Lot, or for delivery services, but only for the time necessary for such purpose, unless a prior written request is received by the Board and a temporary parking permit has been issued by the Board.

The parking of any other Commercial Vehicle on a Lot will be permitted only if such Commercial Vehicle is completely concealed from Public View inside a garage or enclosure approved by the ARC.

3. Recreational Vehicles:

“*Recreational Vehicles*” may include trailers, side-by-sides, all-terrain vehicles, utility terrain vehicles, motor homes, campers, golf carts, four-wheelers, mini-bikes, go-carts, buses, dirt motorcycles, neighborhood electric vehicles, jet skis, and boats. The Board has the sole discretion to determine whether a particular vehicle is a Recreational Vehicle.

One Recreational Vehicle with not more than 2 axles may be temporarily parked on the driveway of a Lot for up to 48 consecutive hours for loading and unloading purposes only, unless a prior written request is received by the Board and a temporary parking permit has been issued by the Board. A Recreational Vehicle may be stored on a Lot as long as the Recreational Vehicle is completely concealed from Public View inside a garage or enclosure approved by the ARC.

4. Vehicles in General:

This subsection applies to all vehicles, including Permitted Vehicles, Commercial Vehicles, and Recreational Vehicles, as same are described in this Section. No vehicle may be parked on a grassy area or landscaped area on a Lot or a Common Area that has not been designated for parking. Provided, however, this provision does not apply to vehicles that may be parked on a landscaped Common Area at the direction of the Association, Declarant, or their designees. Driveways may not be used to rebuild or repaint vehicles.

5. Enforcement:

The Board has sole discretion to enforce the foregoing parking provisions. The Association has the right without the obligation to enforce the limitations on parking set forth in this Declaration or in another Dedicatory Instrument.

Notwithstanding anything contained in this Declaration to the contrary, the Board may promulgate additional parking rules regarding items including the use, maintenance, and parking of vehicles on Lots, private streets, and Common Areas restricted to parking purposes. The Board has discretion to determine the various types of vehicles that fall within the scope of any such rules. If there is a conflict between this Section and parking rules promulgated by the Board, the parking rules control.

O. Play Structures

Play Structures may not be constructed or placed on a Lot within the Property without the prior written approval of the ARC. Guidelines may be established from time to time regarding play forts, playhouses, swing sets, and other recreational equipment (collectively referred to as “*Play Structures*”), considering such factors including the overall height, size, location, and number of Play Structures placed on a Lot. In setting the Guidelines, factors including the size and configuration of the Lot, the location of the Lot in the Property, the location of the Play Structure on the Lot, the type of fencing on the Lot, and the visibility of the Play Structure from streets, other Lots, or the Common Areas may be considered.

P. Retaining Walls

Owners are advised that there may be “**Retaining Walls**” located throughout the Property as part of the community grading design. Unless otherwise set forth in another Dedicatory Instrument, Owners are responsible for the ongoing maintenance, repair, and replacement of all Retaining Walls located within the platted boundaries of their Lot. The maintenance of any portion of a Retaining Wall which lies between Lots (“**Shared Retaining Wall**”) is the joint responsibility of the Lot Owners on whose property the Shared Retaining Wall lies between. Owners are advised that, while a Shared Retaining Wall is typically installed directly on the shared Lot line, there may be minimal deviations in the location of the Shared Retaining Wall that causes some or all of the Shared Retaining Wall to be located within the platted boundaries of only one Lot. Regardless of these possible deviations, the Shared Retaining Wall will remain the joint responsibility of the Lot Owners on whose Lots the Shared Retaining Wall lies between.

In the event an Owner fails to repair, replace, or maintain any Retaining Wall or Shared Retaining Wall in a manner consistent with the Community Wide Standard in the sole discretion of the Board, the Board may exercise its Self Help remedy pursuant to the terms set forth in this Declaration, and has the right, but not the obligation, through its agents, contractors, or employees to enter such Lot for the repair or replacement of such Retaining Wall or Shared Retaining Wall after notice to the Owner. Any expense incurred by the Association in effectuating such repair or replacement is the responsibility of the Owner(s) having such obligation to maintain or will be split evenly between adjoining Lot Owners if a Shared Retaining Wall is involved, and such expense is secured by the continuing lien on the Lot.

Q. Screening

No Owner or Occupant of any portion of the Property may permit the keeping of articles, goods, materials, utility boxes, refuse, trash, storage tanks, or like equipment on the Property which may be considered a nuisance or hazard in the sole discretion of the Board. Air conditioners, utility boxes, garbage containers, antennas to the extent reasonably possible and pursuant to the terms set forth in this Declaration, or like equipment, may not be kept in Public View and must be placed in a location first approved in writing by the ARC. Added screening must also be provided to shield such stored materials and equipment from grade view from adjacent Dwellings or the Common Area. Utility boxes must be screened so that they are not visible from the street and as may be set out in the Guidelines. Such screens must be of a height at least equal to that of the materials or equipment being stored, but in no event may such screen be more than 6 feet in height. A combination of trees, hedges, shrubs, or fences should be used as screening material, as may be set out in the Guidelines. All screening designs, locations, and materials are subject to prior written ARC approval. Any such screening installed must be maintained in a clean and neat manner at all times and may not detract from the appearance of the Property.

R. Signs

The following signs and emblems may be kept or placed upon a Homesite without the prior written approval of the ARC:

1. **For Sale and For Lease Signs.** An Owner may erect 1 “For Sale” or “For Lease” sign on his Homesite. The overall dimensions for the sign, including posts, may not exceed 3 feet wide by 5 feet tall (overall height is measured from the ground level of the Homesite). The sign may have a maximum of 2 ground-mounted posts.

2. **Political Signs.** Political signs are prohibited on any Common Area, Area of Common Authority, or facility owned by the Association or by Declarant, including any public or private street right of way or utility easement. Pursuant to Texas Election Code §259.002 or its successor statute, political signs are approved as temporary signage on Homesites for all local, state, or federal election purposes, provided that they meet the following criteria:

- a. Only 1 sign per candidate or measure is allowed.
- b. Maximum sign size may not exceed 4 feet by 6 feet.
- c. Signs must be ground-mounted. No sign may be mounted on any exterior part of the Dwelling, garages, patios, fences, or walls.
- d. Signs may be posted not more than 90 days prior to the election date and must be removed within 10 days after the election date.
- e. Signs may not contain roofing material, siding, paving material, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component.
- f. No sign may be attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object.
- g. No sign may involve the painting of architectural surfaces.
- h. No sign may threaten public health or safety or violate a law.
- i. No sign may contain language, graphics, or any display that would be offensive to the ordinary person.
- j. No sign may be accompanied by music or other sounds or by streamers or be otherwise distracting to motorists.

3. **School Spirit and Activity Signs.** Signs containing information about one or more students residing in a Dwelling and the school they attend are permitted on Homesites so long as the sign is not larger than 36 inches by 36 inches and is fastened only to a stake in the ground. By way of illustration and not limitation, these signs may contain information such as the name of the school attended by the student residing in the Dwelling or a sport or activity in which the student participates in connection with their attendance at their school. There may be no more than 1 sign on a Homesite for each student residing in the Dwelling.

4. Security Signs and Stickers. Signs or stickers provided to an Owner by a commercial security or alarm company providing service to the Dwelling are permitted on a Homesite so long as the sign is no larger than 8 inches by 8 inches, or the sticker is no larger than 4 inches by 4 inches. Stickers are permitted upon windows and doors for pet notification purposes, a “Child Find” program or a similar program sponsored by a local police or fire department. There may be no more than 1 sign on a Homesite and no more than 6 stickers located on the windows or doors of a Dwelling.

Save and except the signs and emblems noted above, all other signs, emblems, decorative flags, or other decorative embellishments displayed on a Homesite must have the prior written approval of the ARC. Any sign or emblem placed or kept within the Property must be kept in good condition and must be removed if it becomes faded, cracked, chipped, or otherwise is no longer in keeping with the Community Wide Standard. The Board has the discretion to determine whether a displayed item constitutes a sign or emblem, and whether such sign or emblem falls within one of the above-permitted categories. It is recognized that trends change over time. As such, Guidelines may be established from time to time addressing the display of signs, emblems, decorative flags, and other decorative embellishments on Homesites and other portions of the Property. In the event of a conflict between the provisions in this section of the Declaration and the Guidelines, the Guidelines will control.

Save and except Declarant and the Association, no Owner or Occupant may place any type of sign within the Common Area or Area of Common Authority without the prior written approval of the Board or Declarant (as addressed below). The Board and Declarant have the discretion to determine if an item placed by an Owner or Occupant in a Common Area or Area of Common Authority constitutes a sign under this provision.

If any sign is placed within the Property, including Areas of Common Authority, the streets, street rights of way, and Common Areas, in violation of this Declaration or the Dedicatory Instruments, the Board or its agents have the right, but not the obligation, to enter upon any Lot, Homesite, street, street right of way, Common Area, or Area of Common Authority, to remove or dispose of any such sign violation, and, in doing so, are not subject to any liability for trespass, other tort, or damages in connection with or arising from such entry, removal, or disposal, nor in any way is the Association or its agent liable for any accounting or other claim for such action.

A Builder or Declarant may place certain information and advertising signs on Homesites without the prior permission of the ARC, so long as (i) such signs are similar to those listed as acceptable for Builder use in the Guidelines, and (ii) such signs do not otherwise violate this Declaration. Additionally, Declarant (and Builders, with the permission of Declarant) may construct and maintain signs and other advertising devices on land owned by Declarant and on the Common Area as is customary in connection with the sale of developed tracts and newly constructed residential Dwellings. In addition, Declarant and the Association have the right to erect and maintain directional and informational signs along the streets within the Property and identification signs and monuments at entrances to the Property.

S. Swimming Pools and Spas

No above ground swimming pools are permitted. All swimming pools and spas require prior written approval by the ARC.

T. Tree Removal

No trees greater than 3 inches caliper to be measured at a point 6 inches above grade may be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved in writing by the ARC. In the event of an intentional or unintentional violation of this Section, the violator may be required to replace the removed tree with 1 or more comparable trees of such size and number and in such locations as the Board, in its sole discretion, may determine necessary to mitigate the damage.

U. Window Air Conditioning Units

No window or wall type air conditioners may be used, placed, or maintained on or in any building on the Lots, with the exception that a window or wall type air conditioner may be permitted for the benefit of a garage if such air conditioning unit is located at the rear of the garage unit and is screened from Public View. Window and wall type air conditioning units require prior written ARC approval.

All living areas within the Dwelling, including any room additions, must be centrally air-conditioned, unless otherwise approved by the ARC. Units that are alternatives to centrally air-conditioned units must be screened from Public View and will require prior written ARC approval.

V. Wind Turbines

No device used to convert wind into energy, including wind turbines, wind pumps, wind chargers, and windmills, is permitted to be used, placed, or maintained in any location within the Property; provided, however, this provision does not apply to Common Areas within the Property. The Board has the sole discretion to determine what devices are prohibited pursuant to this provision.

W. Window Treatments

An Owner may install window treatments on the windows of the Owner's Dwelling provided that such window treatments are in keeping with the Community Wide Standard as determined in the discretion of the Board and approved by Declarant during the Development Period. Appropriate permanent window treatments may include curtains and draperies with backing material of white, light beige, cream, light tan, or light gray; blinds or miniblinds of the same colors or natural wood; or shutters of the same colors or natural wood. No other window treatment color may be visible from the exterior of the Dwelling. Temporary or disposable window coverings may be installed on a Dwelling provided that the temporary or disposable window covering (i) is white, light beige, cream, light tan, or light gray in color, (ii) is in keeping with the Community Wide Standard, and (iii) is only used on a temporary basis (generally, no longer than 3 months), as determined in the sole discretion of the Board. Reflective materials,

newspapers, shower curtains, fabric not sewn into finished curtains or draperies, other paper, plastic, cardboard, or other materials not expressly made for or commonly used for window coverings in a residential subdivision of the same caliber as the Property are not considered to be window coverings in keeping with the Community Wide Standard and may not be installed on any Dwelling.

The Community Wide Standard may change with the latest products and trends in design, and, in some circumstances, no window treatments may be called for. The Board has the discretion to determine what type of and under what circumstances window treatments are appropriate. In making its determination, the Board may consider factors including the configuration of the Lot, the location of the Lot in the Property, the location of the Dwelling on the Lot, and the visibility of the window covering from streets, other Lots, or the Common Areas. Declarant or the Board may opt to address window treatments in Guidelines. In the event of any conflict between the Guidelines and this provision addressing window treatments, the Guidelines will control.

ARTICLE VII. COMMON AREA AND AREA OF COMMON AUTHORITY

The Association, subject to the rights of the Members set forth in this Declaration and any amendments or Supplemental Amendments thereto, is responsible for the exclusive management and control of the Common Area and all improvements thereon and will keep it in good, clean, attractive, and sanitary condition. No Owner or Occupant may appropriate any portion of the Common Area or any improvement thereon for his or her own exclusive use. Any Owner or Occupant that causes damage to the Common Area is financially responsible for the damage. The cost of repair, if not timely paid by the Owner (subject to any notice that may be required by law), will be assessed against the Owner's Lot and secured by the continuing lien set forth in this Declaration. The Association may permit use of Common Area facilities by persons other than Owners and Occupants of Lots and may charge use fees in such amounts as the Board may establish from time to time for such use. The Association may charge use, consumption, and activity fees to any person using Association services or facilities or participating in Association-sponsored activities. The Board may determine the amount and method of determining such fees. Different fees may be charged to different classes of users (e.g., Owners and non-Owners).

Declarant, and its designees, may transfer or convey interests in real or personal property within or for the benefit of the Property at any time to the Association, and the Association must accept such transfers and conveyances, even if such transfer or conveyance occurs after the termination of the Development Period. Such property may be improved or unimproved and may consist of fee simple title, easements, leases, licenses, or other real or personal property interests. Real property transferred to the Association by Declarant, or its designees, may be transferred via a deed without warranty; provided, however, the property must be transferred free and clear of all liens and mortgages at the time of such transfer. Upon Declarant's written request, the Association must reconvey to Declarant any real property that Declarant originally conveyed to the Association for no payment, to the extent conveyed in error or needed to make minor adjustments in property lines or to accommodate changes in the development plan.

Declarant (during the Development Period) or the Association (after the expiration of the Development Period) reserves the sole and exclusive right to amend existing Common Areas, add new Common Areas, and amend any permissible activities within or rights to access the Common Areas. Declarant and Association make no representations, guarantees, or warranties of any nature as to the longevity and mortality of habitats found throughout the Property.

During the Development Period, Declarant may convey record title or easements to some or all of the Common Areas to the Association if, as, and when deemed appropriate by Declarant or as may be required by governmental officials, and Declarant has at all times during the Development Period the right (i) to effect redesigns or reconfigurations of the Common Areas (particularly along the edges), (ii) to execute any rules or restrictions applicable to the Common Areas which may be permitted in order to reduce property taxes, and (iii) to take whatever steps may be appropriate to lawfully avoid or minimize the imposition of federal and state ad valorem or income taxes.

Owners covenant (i) not to possess any Common Area in any manner adverse to the Association, and (ii) not to claim or assert any interest or title in any Common Area. Owners waive their right to adversely possess any Common Area and acknowledge and agree that any claim of adverse possession by an Owner of any Common Area is void.

Subject to (i) anything to the contrary in a Dedicatory Instrument, (ii) an agreement with the owner of the relevant Area of Common Authority, or (iii) any covenant set forth in the deed or other instrument transferring the property to the Association, the Association may manage, operate, and control the Area of Common Authority. The Association may adopt rules and policies and enter into leases, licenses, and operating agreements with respect to portions of the Area of Common Authority and Common Area, for payment or no payment, as the Board deems appropriate. For purposes of clarity, the Area of Common Authority may include areas that are subject to the Association's rule making authority and enforcement rights set forth in the Dedicatory Instruments, such as the sidewalks within rights of way, even though persons or entities other than the Association may have the obligation to maintain such areas. The Area of Common Authority may include:

- (a) the Common Area;
- (b) any sidewalks, walking paths or trail systems located within or in proximity to Nolina;
- (c) landscaping within rights of way within or in proximity to Nolina (save and except those rights of way abutting Lots within the Property) to the extent that governmental authorities do not maintain it to the Community Wide Standard;
- (d) such portions of any additional property as set forth by Declarant, this Declaration, any Dedicatory Instrument, or any covenants or agreements for maintenance entered into by, or otherwise binding on the Association; and

- (e) any property and facilities that Declarant owns and makes available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members. Declarant must identify any such property and facilities by written notice to the Association, and such property and facilities will remain part of the Area of Common Authority until Declarant revokes such privilege of use and enjoyment by written notice to the Association.

The Association may maintain other property it does not own, including Lots, property dedicated to the public, and property owned or maintained by another association, if the Board determines that such maintenance is necessary or desirable to maintain the Community Wide Standard. To the extent permitted by Texas law, the Association is not liable for any damage or injury occurring on or arising out of the condition of, property it does not own.

ARTICLE VIII. SERVICE AREAS

Lots may be part of one or more Service Areas in which the Lots share Limited Common Areas or receive special benefits or services from the Association that the Association does not provide to all Lots within the Property. A Lot may be assigned to more than one Service Area, depending on the number and types of special benefits or services it receives. A Service Area may be comprised of Lots of more than one housing type and may include Lots that are not contiguous.

A. Designation of Service Areas

During the Development Period, Declarant may designate Service Areas (by name or other identifying designation) and assign Lots to a new Service Area or to a prior-existing Service Area via a Supplemental Amendment or other Dedicatory Instrument. After the expiration of the Development Period, the Board may, by written resolution, designate new Service Areas and assign Lots to new Service Areas with the written approval of at least 67% of the Lots affected by the proposed designation.

During the Development Period, Declarant may unilaterally amend this Declaration, any Supplemental Amendment, or any other Dedicatory Instrument to terminate a Service Area or revise the Service Area's services or boundaries. Additionally, both during and after the expiration of the Development Period, the Board may, by written resolution and with the written approval of at least 67% of the Lots located within the Service Area affected by the proposed termination or revision, terminate an existing Service Area or revise the Service Area's services or boundaries.

The Association is responsible for providing services to Lots within any Service Area designated by Declarant or the Board as required by the terms of any Supplemental Amendment, Board resolution, or other Dedicatory Instrument applicable to the Service Area.

B. Service Area Expenses

All expenses that the Association incurs or expects to incur in connection with the ownership, maintenance, and operation of Limited Common Areas within a Service Area, or in providing other benefits and services to a Service Area, including any operating reserve or

reserve for repair and replacement of capital items maintained for the benefit of the Service Area, are considered “*Service Area Expenses*”. Service Area Expenses may include a reasonable administrative charge in such amount as the Board deems appropriate, provided that any such administrative charge is applied as a uniform rate per Lot among all Service Areas receiving the same service. Service Area Expenses will be covered by Service Area Assessments in accordance with this Declaration and any applicable Board resolution or Dedicatory Instrument.

ARTICLE IX. NOTICES AND EASEMENTS

A. Easements for Green Belt, Pond Maintenance, Flood Water, and Other Landscape Reserve Areas

Declarant and the Association reserve for themselves and their designees the non-exclusive right and easement, but not the obligation, to enter upon the green belts, landscape Reserve Areas, ponds, and other bodies of water located within the Property (i) to install, keep, maintain, and replace pumps in order to obtain water for the irrigation of any of the Common Area, (ii) to construct, maintain, and repair any fountain, wall, dam, hardedge, canal, or other structure retaining water therein, and (iii) to remove trash and other debris and to fulfill their maintenance responsibilities as provided in this Declaration. Declarant’s rights and easements set forth in this provision automatically terminate at such time as Declarant ceases to own any portion of the Property subject to the Declaration. Declarant, the Association, and their designees have an access easement over and across any portion of the Property abutting or containing any portion of any of the green belts and landscape Reserve Areas to the extent reasonably necessary to exercise their rights and responsibilities under this Declaration.

There is further reserved, for the benefit of Declarant, the Association, and their designees, a perpetual, non-exclusive right and easement of access and encroachment over the Common Areas in order to enter upon and across such portions of the Property for the purpose of exercising rights and performing obligations under this Declaration. Each person entitled to exercise these easements must use care in, and repair any damage resulting from, the intentional exercise of such easements. Nothing in this Declaration may be construed to make Declarant, the Association, or any other person or entity liable for damage resulting from flood due to hurricanes, heavy rainfall, or other natural disasters.

There is further reserved for Declarant, the Association, and their designees an easement for the overspray of herbicides, fungicides, pesticides, fertilizers, and water over portions of the Property located in proximity to the Common Area, any landscape or open space Reserve Areas, greenbelts, canals, ponds, or other bodies of water.

B. Easements to Serve Additional Property

Declarant and the Association, including their duly authorized agents, representatives, employees, designees, successors, assignees, licensees, and mortgagees, have and there is reserved an easement over the Common Areas for the purposes of enjoyment, use, access, and development of any annexed Property made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Areas for construction of roads and for tying in and installation of utilities on any annexed Property.

Declarant and the Association may enter into an agreement with regard to adjacent land owned by Declarant that has not been annexed into this Declaration for the purposes of providing access to any such adjacent land and sharing the cost of maintenance to any access roadway serving the property. During the Development Period, Declarant may enter into an agreement with an adjacent owner of land not annexed into this Declaration for the purposes of providing access to any such adjacent land and sharing the cost of maintenance to any access roadway serving the property. After the expiration of the Development Period, the Association may enter into an agreement with an adjacent owner of land not annexed into this Declaration for the purposes of providing access to any such adjacent land and sharing the cost of maintenance to any access roadway serving the property. Any such agreement must provide for sharing of costs based on the ratio that the number of Dwellings or buildings on that portion of the property that is served by the easement and is not made subject to this Declaration bears to the total number of Dwellings and buildings within the Property.

C. Utilities and General

There are reserved in favor of Declarant, so long as Declarant owns any Property, the Association, and the designees of each (which may include Williamson County, special purpose districts, and any utility companies) access and maintenance easements (collectively referred to as the “*Access Easements*”) upon, across, over, and under the Property to the extent reasonably necessary for the purpose of replacing, repairing, and maintaining any of the following which may exist now or in the future: cable television systems, Wi-Fi systems, master television antenna systems, monitoring and similar systems, roads, walkways, bicycle pathways, trail systems, wetlands, drainage systems, street lights, signage, and all utilities, including water, sewers, meter boxes, telephone, gas, and electricity (collectively, the “*Systems*”). There is additionally reserved unto Declarant, so long as Declarant owns any Property, the Association, and the designees of each (which may include Williamson County, special purpose districts and any utility companies) an easement for the installation of the foregoing Systems (referred to as the “*Installation Easements*”). Such Installation Easements are restricted in location to the Property that Declarant and the Association own or within easements designated for such purposes on applicable recorded plats of the Property or in other Dedicatory Instruments.

Notwithstanding anything contained in this Declaration to the contrary, driveways and sidewalks are not an encroachment into the Access Easements or Installation Easements; however, Owners, including Builders, must verify all easements affecting their Lot and obtain any necessary approval from the easement holder prior to submission of plans to the ARC. Upon the transfer of title of a Lot from Declarant to an Owner, including Builders, the Access Easement covering the entirety of such Lot automatically reduces in size to the width of the Installation Easements on the Lot.

Notwithstanding anything to the contrary in this Declaration, the Access Easements and Installation Easements do not entitle the holders of such easements to access, construct, or install any of the foregoing Systems over, under, or through any existing Dwelling. Any damage to a Homesite resulting from the exercise of the Access Easements or Installation Easements must be promptly repaired by, and at the expense of, the person or entity exercising the Access Easements or Installation Easements. The exercise of the Access Easements and Installation Easements may not unreasonably interfere with the use of any Homesite.

Without limiting the generality of the foregoing, there are reserved for the local water supplier, electric company, internet provider, cable company, fiber company, and natural gas supplier (collectively, “*Utility Provider*”) easements across all the Common Areas for ingress, egress, installation, reading, replacing, repairing, and maintaining all utilities, including utility meters boxes, installation equipment, water, sewers, telephone, gas, electricity, internet, fiber, service equipment, and any other device, machinery, or equipment necessary for the proper functioning of the utility; provided, however, the Utility Provider must obtain the written consent of the Board prior to exercising this easement, and the Board may withhold its consent in its sole discretion. No Utility Provider may access the Common Area for any of the foregoing purposes unless and until such consent is granted to the Utility Provider by the Board. In the event the Board consents to the exercise of this easement by a Utility Provider, the exercise of this easement does not extend to the unauthorized entry by the Utility Provider into the Dwelling on any Homesite, except in an emergency. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Property, except as may be approved by the Board or Declarant.

D. Conditions

Owners and Occupants of Lots within the Property are advised that various conditions exist or may exist within or in proximity to the Property, which include the following (collectively, the “*Conditions*”):

1. A number of manmade, natural, and environmentally sensitive areas that may serve as habitats for a variety of native plants and wildlife, including insects, alligators, bobcats, coyotes, wild hogs, venomous and non-venomous snakes and other reptiles, deer, armadillos, nutria, and other animals, some of which may pose hazards to persons or pets coming in contact with them;
2. Several lakes, drainage areas, and existing floodplain areas. Owners and Occupants are advised that one or more fountains have been or may be installed in the lakes;
3. Reserve Areas that may be restricted to uses such as, by way of illustration and not limitation, landscape, open space, drainage, or utility purposes;
4. One or more parks and a recreation center (collectively, the “*Recreational Facilities*”);
5. A community trail system which may extend through Reserve Areas owned by the Association, by a special purpose district, or by another entity, and which may be maintained by the Association or another entity; and
6. Surrounding uses and conditions, including drill sites, residential subdivisions, elevated powerlines, and commercial uses (which may include, but are not limited to, schools, fire stations, police stations, hotels, conference centers, restaurants, urban shopping centers and markets, medical and institutional facilities, large

corporate campuses, and multifamily uses), as well as land that is not owned by Declarant or the Association).

Owners and Occupants are advised that there may be potentially dangerous conditions that exist within or near portions of the Property, such as, by way of illustration and not limitation, the following: holes, streams, roots, stumps, ditches, gullies, flooding, standing water, murky water, erosion, instability of natural topography, insects, reptiles, and animals. It is possible for some or all of these conditions to extend into the Lots within the Property. Each Owner and Occupant of any Lot, and every person entering the Property (i) acknowledges that there are plants and wildlife that are indigenous to the area and are not restrained or restricted in their movements within or throughout the Property; and (ii) assumes all risk of personal injury arising from the presence of such plants and wildlife within the Property. Neither the Association, Declarant, any successor declarant, nor the partners, affiliates, officers, directors, agents, or employees of any of the foregoing, have any duty to take action to control, remove, or eradicate any plant or wildlife in the Property, nor do they have any liability for any injury resulting from the presence, movement, or propagation of any plant or wildlife within or throughout the Property.

Each Owner and Occupant of a Lot within the Property acknowledges and understands that the Association, its Board, and Declarant are not insurers and that each Owner and Occupant assumes any risks for loss or damage to persons and property. Each Owner and Occupant of a Lot within the Property further acknowledges that the Association, its directors, officers, managers, agents, and employees, Declarant, and any successor declarant have made no representations or warranties, nor has any Owner or Occupant relied upon any representations or warranties, expressed or implied, relative to water levels, water clarity, safety, any use, or any future change in use of the Conditions. Declarant and the Association are not responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of the Conditions within the Property.

Owners of Lots within the Property grant an easement to Declarant and the Association, including their respective designees, for any incidental noise, water, lighting, odors, parking, overspray from fountains, and visibility of the Conditions, as well as traffic that may occur due to the Conditions. There is further reserved for Declarant, the Association, and their designees an easement to the extent necessary over portions of Lots located in proximity to the Conditions for water and overspray of any products used to control vegetation within the Conditions.

Each Owner and Occupant of a Lot that is in proximity to the Conditions must take care and may not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards, or any other foreign matters to infiltrate the Conditions. **ANY OWNER OR OCCUPANT PERMITTING OR CAUSING SUCH INFILTRATION IS RESPONSIBLE FOR ALL COSTS OF CLEAN UP AND REMEDIATION NECESSARY TO RESTORE THE CONDITIONS TO THEIR CONDITION IMMEDIATELY PRIOR TO ANY SUCH INFILTRATION.**

Owners of Lots located in proximity to the Recreational Facilities (the “*Recreational Facilities Lots*”) are subject to the risk of damage or injury due to errant sports balls and the use of improvements (if any) existing within the Recreational Facilities. Owners of Recreational

Facilities Lots, their successors, and assigns, assume the risk of damage and injury and release the Association and Declarant, their agents, employees, officers, directors, successors, and assigns, from any liability for damage or injury caused by errant sports balls in, on, or around the Recreational Facilities and the use and improvements (if any) of the Recreational Facilities. There is reserved and granted to Declarant and the Association, as to the Recreational Facilities Lots, along with Declarant's and the Association's independent contractors, agents, members, guests, and invitees, a nonexclusive easement over and across the Recreational Facilities Lots, or portions thereof as provided below, for the following purposes:

- (i) Flight of sports balls over, across, and upon the Recreational Facilities Lots;
- (ii) Doing of every act necessary and incident to the use of and playing of recreational activities on or within the Recreational Facilities, including, lighting of parking facilities and lighting within the Recreational Facilities; and
- (iii) Creation of noise related to the normal maintenance, operation, use, and recreational activities of the Recreational Facilities, including, but not limited to, the operation of mowing and spraying equipment. Such noise may occur from early morning until late evening.

E. Reclaimed Water

Declarant discloses to each Owner, and each Owner, by acceptance of title to his or her Lot, acknowledges, that Declarant or the Association may use: (i) water from water wells drilled on the Common Area, or (ii) reclaimed water for irrigation of the Common Areas. THIS WATER IS NOT INTENDED FOR HUMAN CONSUMPTION AND SHOULD NOT BE CONSUMED BY HUMANS.

ARTICLE X. DEED RESTRICTION ENFORCEMENT

A. Authority to Promulgate Rules, Policies, and Guidelines

The Board has the authority, without the obligation, to promulgate, amend, cancel, limit, create exceptions to, and enforce rules, policies, and Guidelines, including rules and policies concerning the administration of the Property, the enforcement of the Dedicatory Instruments, the use and enjoyment of the Property, limitations on the use of the Common Area, and establishing and setting the amount of fines for violations of the Dedicatory Instruments and all fees and costs generated in the enforcement of the Dedicatory Instruments. Such rules, policies, and Guidelines are binding upon all Owners and Occupants. The rights and remedies contained in this Article are cumulative and supplement all other rights of enforcement under applicable law.

B. Attorney's Fees and Fines

In addition to all other remedies that may be available, after giving notice and an opportunity to be heard as may be required by §209 of the Texas Property Code, as same may be amended, the Association has the right to collect attorney's fees and fines as set by the Board from any Owner that is in violation of the Dedicatory Instruments, any applicable Supplemental

Amendment or amendments, any Guidelines, or any other rule or regulation promulgated by the Board pursuant to the provisions set forth in this Declaration. The attorney's fees and fines will be added to the violating Owner's Assessment account and are secured by the continuing lien on the Lot.

C. Remedies

Each Owner must comply with all provisions of the Dedicatory Instruments. Failure to comply is grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association. In addition, the Board has the authority, but not the obligation, to enforce the covenants, conditions, and restrictions contained in the Dedicatory Instruments, and to regulate the use, maintenance, repair replacement, modification, and appearance of the Property, and may avail itself of any remedy provided in the Dedicatory Instruments and local, state, and federal law. Notwithstanding anything contained in this Declaration to the contrary, the Board has no duty to institute legal or other proceedings on behalf of or in the name of an Owner.

The Board has the sole discretion to determine whether to pursue enforcement action in any particular case. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

- (i) the Association's position is not strong enough to justify taking any or further action;
- (ii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or
- (iii) that it is not in the Association's best interests, based upon hardship, expense, or other criteria, to pursue enforcement action.

Such a decision is not a waiver of the Association's right to enforce such provision at a later time under other circumstances and does not preclude the Association from enforcing any Dedicatory Instrument.

D. Enforcement by Owners

Each Lot Owner, at his or her own expense, is empowered to enforce the covenants, conditions and restrictions contained in this Declaration, any amendment to this Declaration, any Supplemental Amendment to this Declaration, and any amendment to any Supplemental Amendment; provided, however, no Owner has the right to enforce the lien rights retained in this Declaration or any Supplemental Amendment in favor of the Association or other rights, regarding Assessments, fines, or other charges retained by the Association.

E. Self Help

"Self Help" means the authority, but not the obligation, of the Association, upon approval of not less than a majority of the Board members, to enter upon a Lot, Homesite or other area

that is an Owner's responsibility to maintain (such as sidewalks that may be adjacent to an Owner's Lot) and to cause to be performed any of the Owner's maintenance and repair obligations, or acts required by that Owner to bring his/her Lot, Homesite, or other area into compliance with the Dedicatory Instruments, if the Owner fails to perform same after written demand from the Board. Except in the case of emergency situations, the Association must give the violating Owner a minimum of 5 days written notice (calculated using the date reflected on such notice) of its intent to exercise Self Help. The Board has the sole discretion to determine whether any given situation constitutes an emergency.

Self Help also includes the authority, but not the obligation, of the Association, upon approval of not less than a majority of the Board members, to cause the removal of any unapproved item placed upon the Common Area or Area of Common Authority by an Owner or Occupant, including by way of illustration and not limitation, storage pods, trailers, recreational vehicles, boats, or construction materials. Notwithstanding the 5 day written notice provision set forth above, the Association may, but is not required to, provide written notice to a violating Owner or Occupant prior to the exercise of Self Help to remove an unapproved item placed upon the Common Area or Area of Common Authority by an Owner or an Occupant.

In exercising its Self Help remedy, the Association is not subject to any liability for trespass, other tort, or damages in connection with or arising from such exercise of Self Help, nor in any way is the Association or its agent liable for any accounting or other claim for such action. The Association has the right, but not the obligation, to enter into any Lot, Homesite, or other area for emergency, security, and safety reasons, and to inspect for the purpose of ensuring compliance with the Dedicatory Instruments, which right may be exercised by the Board, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties.

Any costs incurred by the Association in connection with its Self Help remedy are the personal obligation of the person or entity who was the Owner of the Lot at the time when the Self Help costs were incurred. Regardless of whether the Association ultimately takes any Self Help action, all costs and fees incurred by the Association in connection with its Self Help remedy, including any costs and fees related to sending letters to the violating Owner and an administrative fee set by the Board, may be charged to the subject Owner's Assessment account and are supported by the continuing lien created in this Declaration.

ARTICLE XI. ARCHITECTURAL RESTRICTIONS

NOTE WELL: The provisions of this Article are broad and sweeping and regulate an extremely wide range of activities. Owners are advised to review this Article and the Guidelines carefully before commencing any work or engaging in any activity on or in connection with their Lot or Dwelling to ensure they comply with all of the provisions set forth in this Declaration and in the Guidelines. Work commenced, performed, or completed without prior approval as required in this Declaration, in the Guidelines, or otherwise in violation of plans approved by the ARC, the terms of the Dedicatory Instruments or applicable law may subject the Owner of the Lot to substantial costs, expenses, fees, and penalties, which may be in addition to a requirement that the Lot or

Dwelling be restored to its original condition. References in this Declaration to ARC approval mean the prior written approval of the ARC.

A. Architectural Review Committee – “ARC”

The ARC is a committee of the Board. In the absence of a designation by Declarant, the initial ARC is composed of the individuals designated as the initial members of the Board as set forth in the Association’s Certificate of Formation; provided, however, Declarant has the sole authority to designate all members of the ARC prior to the ARC Turnover, which members need not be members of the Board. One member of the ARC may be designated as the representative to act on behalf of the ARC. During the Development Period, Declarant reserves the right to appoint replacements as necessary by reason of resignation, removal, or incapacity. At any time prior to the happening of the ARC Turnover (defined below), Declarant may, without obligation, assign to the Board, or to such other person Declarant deems appropriate, all or a portion of Declarant’s ARC rights or the responsibility for review and approval of modifications to existing Dwellings.

Declarant has the right of ARC appointment and removal until the first to occur of the following (the “*ARC Turnover*”):

1. The termination of the Development Period, or
2. Declarant relinquishes its authority over ARC appointment by a written instrument recorded in the Official Public Records of Williamson County, Texas.

Upon ARC Turnover, the Board has the right to replace the Declarant-appointed ARC members by duly appointing Owners who are Members in Good Standing. Thereafter, the Board has the continuing right to remove and appoint the ARC members (who must be Members in Good Standing) as deemed necessary in the sole and absolute discretion of the Board. Any removal or appointment of an ARC member must be made in accordance with Texas law and the Dedicatory Instruments.

The Board has the right to review any action or non-action taken by the ARC and is the final authority as to all ARC matters, including aesthetics and determination of the Community Wide Standard. Notwithstanding the foregoing, in the event that Class B Membership terminates prior to the ARC Turnover, the ARC (at the discretion of Declarant) is the final authority as to all ARC matters, including aesthetics and determination of the Community Wide Standard, until the ARC Turnover occurs.

The ARC has the authority, but not the obligation, to delegate review and approval or denial of plans for modifications of existing improvements within the Property to a Modifications Committee. The members of the Modifications Committee may be appointed and removed by Declarant during the Development Period, and thereafter by the Board. A denial by the Modifications Committee, if it is created, may be appealed to the ARC.

The provisions in this Section pertaining to Declarant's authority regarding the ARC during the Development Period control over any other provision in a Dedicatory Instrument to the contrary. Notwithstanding anything contained in this Declaration to the contrary, this Section may not be amended by the Members or by the Board during the Development Period without the consent and joinder of Declarant.

B. ARC Approval Required: Guidelines

No building, Hardscape, addition, modification (including tree removal) or improvement may be erected, placed, or performed on any Lot or Homesite until the construction plans and specifications, including the site plan, design development plan, and exterior plan have been submitted to and approved in writing by the ARC. Further, the ARC may review, approve, or deny applications for improvements within right of way areas that are adjacent to a Lot; provided, however, the Association, the Board and the ARC are not liable for any injuries or damages that may arise from or may be related to any approved improvements located within a right of way area adjacent to a Lot.

The failure of the ARC to approve submitted applications for the construction of improvements within 30 days after the receipt thereof will be deemed to be a decision by the ARC denying the application. After the ARC Turnover, a decision by the ARC to deny an application by an Owner for the construction of improvements may be appealed to the Board. The ARC will provide written notice of the denial to the Owner and the Board will hold a hearing in accordance with the Dedicatory Instruments and Texas law.

In no case may construction begin prior to approval of plans by the ARC. If plans are disapproved, no construction may commence until revised plans are submitted and approved by the ARC. The Board has the right to establish and charge fees related to ARC review. Additionally, the Board has the right to establish payment methods and timing for payment of such fees. Any such fees and payment methods, along with any other information related to the ARC review process, may be established by the Board via Board resolution. If a fee is set and not paid, the 30-day time period set out in this Declaration will not begin to run until the fee is paid.

Guidelines may be promulgated and amended by Declarant during the Development Period. After the expiration of the Development Period, Guidelines may be promulgated and amended by the Board; provided, however, any such amendments may not be applied retroactively to reverse a prior approval granted by the ARC or the Board to any Owner. Guidelines may be modified or amended as deemed necessary and appropriate for the orderly development of the Property, including those portions of the Guidelines regarding workmanship, materials, building methods, observance of requirements concerning installation and maintenance of public utility facilities and services, and compliance with governmental regulations. Subject to the provisions in this Declaration, there is no limitation on the scope of amendments to the Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Guidelines less restrictive. The rules, standards, and procedures set forth in the Guidelines, as same may be amended from time to time, are binding and enforceable against each Owner in the same manner as any Dedicatory Instrument. Further,

different Guidelines for additional property that may be annexed into the Property may be promulgated.

Each Owner acknowledges and agrees that the Guidelines serve as a minimum set of standards for the Lots within the Property and are intended to provide a general framework to illustrate common design objectives for a harmonious setting within the Property. Each Owner acknowledges and agrees that the Guidelines are incapable of providing exhaustive parameters and specifications for every improvement or modification that may be submitted to the ARC for review, and, in some cases, there may be no parameters or specifications in the Guidelines addressing a particular improvement or modification submitted to the ARC for review. Each Owner acknowledges and agrees that the ARC has the discretion to make conclusive determinations as to improvements and modifications submitted to it for review, regardless of whether a particular improvement or modification is specifically addressed in the Guidelines.

In reviewing each application, the ARC may consider any factors it deems relevant, including harmony of the proposed external design with surrounding structures and the environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that such determinations are purely subjective and that opinions may vary as to the desirability or attractiveness of particular improvements. Subject to the Board's authority in this Declaration, the ARC has the discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment, and such determinations are not subject to the alternative dispute resolution procedures set forth in this Declaration or to judicial review so long as they are made in good faith and in accordance with required procedures.

The ARC is vested with the right, but not the obligation, to refuse to review a request for an improvement or modification, or to deny such a request, if the Owner requesting same is not a Member in Good Standing. The Board, on behalf of the ARC, may retain or delegate review of plans and specifications to a designated AIA architect or to such other person or firm as may be designated by the Board, experienced and qualified to review same, who may then render an opinion to the ARC or the Board. Approval of plans and specifications does not cover or include approval for any other purpose and specifically, but without limitation, may not be construed as any representation as to or responsibility for the structural design or engineering of the improvement or the ultimate construction thereof.

The Board has the authority to require any Owner or an Owner's agents or contractors to cease and desist in constructing or altering any improvements on any Homesite where such improvements have not first been reviewed and approved by the ARC or constitute a violation of plans previously approved by the ARC, the Dedicatory Instruments, or any other documents promulgated by the Board pursuant to the provisions set forth in this Declaration. Written notice may be delivered to an Owner or any agent or contractor with apparent authority to accept same, and such notice is binding on the Owner as if actually delivered to the Owner. The violating Owner must remove such violating improvements or sitework at its sole expense and without delay, returning same to its original condition or bringing the Homesite into compliance with the Dedicatory Instruments and any plans and specifications approved by the ARC for construction on that Homesite. If an Owner proceeds with construction that is not approved by the ARC, or that is a variance of the approved plans, the Association may assess fines as provided for in this Declaration and may continue to assess such fines until ARC approval is granted or the violation

is removed. This Declaration is notice of such liability for a violation, and Owners agree to bear the cost and expense to cure any violations according to this provision, regardless of the substantial cost, time, or loss of business involved. Each Owner acknowledges that it might not always be possible to identify objectionable features of proposed construction or alteration of improvements until such construction or alteration is completed, in which case it may be unreasonable to require changes to the improvements involved; however, the ARC may refuse to approve similar proposals in the future.

The Board (or its agents or assigns) has the right, but not the obligation, to enter any Lot or Homesite to determine if violations of this Declaration, the Guidelines, or any other Dedicatory Instrument exist. In so doing, the Board, its agents, or assigns are not subject to any liability for trespass, other tort, or damages in connection with or arising from such entry, nor in any way is the Association or its agents liable for any accounting or other claim for such action.

The ARC has the right to set time constraints for both the “*Commencement of Construction*” and “*Completion of Construction*” of an improvement on a Homesite. For purposes of the construction of a Dwelling on a Homesite, Commencement of Construction means the issuance of a slab permit and Completion of Construction means the issuance of a certificate of occupancy. Plans for a Dwelling to be constructed on a Lot must be submitted by the Lot Owner to the ARC for review and approval within 90 days from the date that the Owner acquires title to the Lot, or other later date as determined by the ARC. Thereafter, the Commencement of Construction of the Dwelling must occur within 180 days from the date of plan approval, or other later date as determined by the ARC, and the Completion of Construction of the Dwelling must occur no later than 2 years from the Commencement of Construction, or other later date as determined by the ARC. For purposes of the construction or installation of improvements other than the Dwelling on the Homesite, the ARC has the discretion to determine, on a case by case basis, the time at which Commencement of Construction and Completion of Construction must occur. In addition, the ARC has the discretion to extend previously approved deadlines for Commencement of Construction and Completion of Construction. If Commencement of Construction fails to occur by the time frame established in this Declaration (or otherwise set by the ARC pursuant to this provision) or is not completed by the Completion of Construction time frame established in this Declaration (or otherwise set by the ARC pursuant to this provision), the plans will be deemed not approved and must be re-submitted for ARC review and approval. In the event of any such re-submission of plans, the ARC has the discretion to determine the time constraints for the Commencement of Construction and Completion of Construction, which may be set on an expedited basis as determined by the ARC.

Notwithstanding the foregoing, during the Development Period, Builders may submit their design plans for ARC review as master design plans, which plans must include all specifications, including specifications as to brick color and paint color, that may be used when building each design. Upon ARC approval of a Builder’s master design plans, the time frames for Commencement of Construction and Completion of Construction as set forth in the applicable purchase agreement between Declarant and the Builder (the “*Contract*”) control. If construction fails to commence by the designated date set forth in the Contract or is not completed by the designated completion date set forth in the Contract, the plans will be deemed not approved and must be re-submitted for ARC review and approval. In the event of any such

re-submission of plans, the ARC has the discretion to determine the time constraints for the Commencement of Construction and Completion of Construction, which may be set on an expedited basis as determined by the ARC.

C. Building Setbacks

Minimum front, side, and rear setbacks for each Lot may be set forth in this Declaration, in a Supplemental Amendment, in the Guidelines, on the applicable plat, or in another Dedicatory Instrument. In the absence of a different setback requirement set forth in a Supplemental Amendment, in the Guidelines, on the applicable plat, or in another Dedicatory Instrument, all Lots have a minimum side setback of 5 feet from the side Lot line and a minimum rear setback of the greater of 10 feet from the rear Lot line or the width of any easement. In the event a Supplemental Amendment, the Guidelines, the applicable plat, or another Dedicatory Instrument applicable to a specific portion of the Property contains a setback requirement that differs from the setback requirement contained in this Declaration, the setback requirement set forth in the applicable Supplemental Amendment, Guidelines, plat, or other Dedicatory Instrument will control. Notwithstanding anything to the contrary in this Declaration, in no case may any setback on a Lot be less than the width of any easement existing on the Lot, as shown on the applicable plat. No Dwelling, garage, Outbuilding, or other structure may be constructed within the established setbacks on the Lot; provided, however, equipment including generators, air conditioning equipment, and pool equipment may be installed within the side setbacks on a Lot so long as such equipment is not located within an easement on the Lot and the ARC has issued prior written approval for such equipment and its location. All Dwellings must be oriented to the front of the Lot, and the ARC has discretion to designate the “front” of a Lot.

The combining of no more than 2 Lots to create 1 Homesite may be permitted subject to prior written approval of the ARC and partial release(s) by Declarant, to the extent necessary, of easements created in this Declaration. All governmental requirements must be complied with as to combining 1 Lot with another Lot. If Lots are combined, the side set back lines must be measured from resulting side property lines rather than from the Lot lines as indicated on the applicable plat. The combining of 2 Lots does not forgive the obligation to pay Assessments on all Lots so combined. By way of example and not limitation, if 2 Lots are combined to create 1 Homesite, the Homesite is obligated to pay 2 Assessments.

D. Landscaping

All open, unpaved space on a Homesite must be planted and landscaped. Landscaping in accordance with the plans approved by the ARC must be installed prior to occupancy of any Dwelling constructed on the Property. Where applicable, Owners are responsible for maintaining and irrigating the landscaping within the adjacent right of way located between the boundary of their Lot and the street. Any significant changes in the existing landscaping on any Homesite must have prior written approval from the ARC.

Notwithstanding anything contained in this Declaration to the contrary, landscaping minimum standards may be established in the Guidelines. The ARC has the discretion to determine if the landscaping on a Lot does not meet the minimum standards established in this Declaration or in the Guidelines.

E. Grading and Drainage

Topography of each Homesite must be maintained with proper grading and drainage systems such that runoff of water (rain or other precipitation, or manmade irrigation) does not cause undue erosion of the subject Homesite itself or any other Homesites, whether adjacent to the subject Homesite or not, or to the Common Areas. Owners causing (either directly or indirectly) erosion or other incidental damage to personal or real property due to inadequate or defective grading or drainage measures on their own Homesite or due to excess runoff are liable to all such damaged parties for the replacement, repair, and restoration of such damaged real or personal property. Each Owner is responsible for ensuring that his Lot meets all local, state, and federal rules and regulations regarding drainage and run-off.

F. Temporary Structures

Temporary structures may only be erected on the Property by (i) Declarant, (ii) the Association, or (iii) Builders with the prior written approval of the ARC. By way of illustration and not limitation, temporary structures may include construction trailers and temporary construction debris receptacles. All temporary structures must be maintained in good condition and all construction debris must be contained to the site. Time limitations for such structures are limited to the period of active and exclusive construction and sales within the Property.

G. Garages

Dwellings must at all times have either attached or detached garages. Garages are required to maintain fully operational overhead doors which are in good condition at all times. No garages may be used for or converted to a living area.

H. Square Footage Requirements

The minimum square footage of living area for Dwellings will be designated in a Dedicatory Instrument as the Property is developed over time. Care should be taken to verify the required minimum and maximum square footage before submitting any application to the ARC.

Notwithstanding anything contained in this Declaration to the contrary, Declarant reserves the unilateral right to develop the Property, and any additional property which may be subjected to this Declaration, in any manner consistent with residential use, including Dwellings which may contain higher or lower square footage in other portions of the Property.

ARTICLE XII. MAINTENANCE

A. General Maintenance

Each Owner must maintain and keep in good repair his or her Dwelling and all structures, parking areas and other improvements, including the driveway and its apron portion forward of the building line, comprising the Homesite. All structures and other improvements designed to be painted must be kept painted and the paint may not be allowed to become faded, cracked, flaked, or damaged in any manner. Grass, shrubs, trees, and other landscaping on each Homesite must be trimmed as often as necessary to maintain the same in a neat and attractive condition.

Grass growing onto or over sidewalks, driveways, and curbs is presumed to be unattractive. Each Owner must ensure that weeds on his or her Lot are treated or removed.

Sidewalks, curbs, and driveways servicing a particular Lot, whether constructed within the boundaries of such Lot or within the street right of way adjacent to such Lot, must be maintained, repaired, and replaced, as needed, by the Owner of such Lot, subject to prior written approval of the ARC. Where applicable, each Owner is also responsible for maintaining and irrigating the landscaping within the adjacent right of way located between the boundary of their Lot and the street. Owners may not remove grass, trees, shrubs, or similar vegetation from this area without prior written approval from the ARC.

B. Landscaping

In the event an Owner fails to maintain the landscaping, grass, or vegetation on his Homesite in a manner consistent with the Community Wide Standard established within the Property and satisfactory to the Board, the Board, after providing notice as may be required by law setting forth the action intended to be taken by the Association and after approval by a majority vote of the Board, has the right, but not the obligation, through its agents, contractors, or employees, to exercise its Self Help remedy to bring the Owner's Homesite into compliance with this provision.

C. Dwelling and Improvement Exteriors

In the event an Owner fails to maintain the exterior of his Dwelling or other improvement on the Homesite (including the exterior of the Dwelling, other structures on the Homesite, and the parking areas) in a manner consistent with the Community Wide Standard established within the Property as solely determined by the Board, the Board, after providing notice as may be required by law setting forth the action intended to be taken by the Association and after approval by a majority vote of the Board, has the right, but not the obligation, through its agents, contractors, or employees, to enter upon the Homesite and exercise its Self Help remedy to bring the Owner's Homesite into compliance with this provision.

D. Other Hazards

To the extent necessary to prevent pest infestation, diminish fire hazards, or diminish hazards caused by structural damage, the Association has the right, but not the obligation, through its agents, contractors, or employees, to enter any unoccupied Dwelling or other improvement located upon the Homesite, without notice to take the action necessary to prevent such pest infestation, diminish such fire hazards, or diminish hazards caused by structural damage at the Owner's expense. Any such expenses, including administrative fees set by the Board, incurred by the Association are secured by the continuing lien created in this Declaration.

E. Liability, Cost, and Approval

Neither the Association nor its agents, contractors, or employees are liable, and are expressly relieved from any liability, for trespass or other tort in connection with the exercise of its Self Help remedy, including the performance of the exterior maintenance, landscaping, or other work authorized in this Declaration. The cost, including administrative fees set by the

Board, of such exterior maintenance, interior hazard diminution, and other work is the personal obligation of the Owner of the Homesite on which it was performed and is part of the Assessment payable by the Owner and secured by the lien retained in the Declaration. Alternatively, the Association or any Owner of a Homesite may bring an action at law or in equity to cause the Owner to bring the Homesite into compliance with these restrictions.

All Owners' replacement, repair, and restoration practices as to the improvements on Property within Nolina are subject to the prior written approval of the ARC and must comply with all Guidelines which may change from time to time, as found necessary and appropriate in the discretion of the Board.

F. Casualty Losses

It is the Owner's obligation to have repaired or reconstructed any damage or destruction to his or her Dwelling or Lot.

If a Dwelling, landscaping, Outbuilding, or any other improvement located on a Lot is damaged by fire, storm, or any other casualty, the Owner must bring the affected Lot and all improvements thereon, as applicable, into compliance with the Dedicatory Instruments within the time period established by the Association on a case-by-case basis, pursuant to the architectural requirements and approval process set forth in the Dedicatory Instruments. Regarding a Dwelling that is totally destroyed due to casualty, the Owner(s) of the Dwelling must have the Dwelling or damaged portions of the Dwelling razed within the time period established by the Association on a case-by-case basis and replaced within the time period established by the Association on a case-by-case basis, with such replacement subject to ARC prior written approval.

ARTICLE XIII. VARIANCES

The Board, or its duly authorized representative, may authorize a variance from compliance with any of the architectural provisions of this Declaration or the Dedicatory Instruments, unless specifically prohibited, including restrictions upon height, size, placement of structures, or similar restrictions, when circumstances such as topography, natural obstruction, hardship, aesthetic, or environmental considerations may require. Any such variance must be evidenced in writing, must be approved by at least a majority of the Board, and is effective upon recording. The variance must be signed by a member of the Board and recorded in the Official Public Records of Williamson County, Texas. If such variance is granted, no violation of the covenants, conditions, or restrictions contained in this Declaration or the Dedicatory Instruments may be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance does not operate to waive any of the terms and provisions of this Declaration or the Dedicatory Instruments for any purpose except as to the particular provision covered by the variance, nor does it affect in any way the Owner's obligation to comply with all applicable governmental laws and regulations.

No granting of a variance may be relied on by any Member or Owner, or any other person or entity (whether privy or party to the subject variance or not), as a precedent in requesting or assuming a variance as to any other matter of potential or actual enforcement of

any provision of this Declaration or the Dedicatory Instruments. The action of the Board in granting or denying a variance is a decision based expressly on one unique set of circumstances and need not be duplicated for any other request by any party or the same party for any reason whatsoever.

Notwithstanding anything contained in this Declaration to the contrary, during the Development Period, Declarant has the unilateral right to grant a variance of any of the covenants, conditions, and restrictions contained in the Dedicatory Instruments so long as the variance is in keeping with the aesthetics of the Property.

ARTICLE XIV. LIMITATION OF LIABILITY

Declarant, the Association, the ARC, the Board, the Association's management company, and their respective past, present, and future directors, committee members, agents, members (of a for-profit entity), employees, managers, partners, and affiliated entities of the foregoing (the "*Indemnified Parties*"), are not liable in damages or otherwise arising out of or in connection with (i) the approval, disapproval, or failure to approve or disapprove any matters requiring approval per the Dedicatory Instruments, (ii) the existence, placement, construction, modification, design, operation, repair, replacement, or maintenance related to any improvements or conditions (including the "Conditions" as defined in this Declaration) within or in proximity to the Property, or (iii) the enforcement or nonenforcement of any Dedicatory Instrument (the "*Released Matters*"). Approval by the Indemnified Parties is not intended as any kind of representation, warranty, or guarantee as to compliance with local or state laws as to the integrity or workability of the plans or as to the contractors used.

EACH OWNER AND OCCUPANT WITHIN THE PROPERTY AGREES TO DEFEND (IMMEDIATELY UPON DEMAND), INDEMNIFY, HOLD HARMLESS, AND RELEASE THE INDEMNIFIED PARTIES FROM ALL LIABILITY, CLAIMS, AND CAUSES OF ACTION OF ANY KIND WHATSOEVER, AT COMMON LAW, STATUTORY, OR OTHERWISE, IN CONNECTION WITH THE RELEASED MATTERS. THE OBLIGATION TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES IS OWED EVEN FOR CLAIMS ALLEGED OR PROVEN TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE INDEMNIFIED PARTIES.

ARTICLE XV. ASSESSMENTS

A. Creation of the Lien and Personal Obligation of Assessments

The Owners of any Lot, by virtue of ownership of a Lot within the Property, covenant and agree to pay to the Association all applicable assessments and any fines, penalties, interest, and costs as more particularly set forth in this Declaration and in any Dedicatory Instrument, including the following:

1. Annual Assessment
2. Special Assessment
3. Service Area Assessment

4. Trash Assessment
5. Capitalization Fee

The Annual Assessment, Special Assessment, Service Area Assessment, Trash Assessment, Capitalization Fee, and any other assessment or charge set forth in this Declaration or in a Dedicatory Instrument (individually sometimes referred to as an “*Assessment*” and collectively, the “*Assessments*”), together with attorney’s fees, late fees, interest, and costs, are a charge and continuing lien in favor of the Association upon the Lot against which each such Assessment is made. Each such Assessment, together with attorney’s fees, late fees, interest, and costs, is also the personal obligation of the person or entity who was the Owner of the Lot at the time when the Assessment became due. No diminution or abatement of Assessments or set-off may be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or to perform some function required to be taken or performed by the Association or the Board under this Declaration or another Dedicatory Instrument, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association. The obligation to pay Assessments is a separate covenant on the part of each Owner of a Lot.

Declarant and the Association, without the joinder of any Owner or mortgagee, have the authority, without the obligation, to assign the right to collect the Assessments created in this Declaration to a Texas nonprofit corporation which may hereafter be formed, and which has jurisdiction within the Property.

The combining of 2 or more Lots does not forgive the obligation of the Owner of such combined Lots to pay Assessments on all Lots so combined. By way of example and not limitation, if 2 Lots are combined to create 1 Homesite, the Owner of the Homesite is obligated to pay Assessments on 2 Lots. Notwithstanding anything contained in this Declaration to the contrary, in the event 2 Lots are combined to create 1 Homesite and the Homesite is replatted into 1 Lot, the Owner of the Homesite is obligated to pay Assessments on the 2 Lots in existence prior to the replat.

B. Annual Assessments

1. Purpose

The Lots within the Property are subject to the “*Annual Assessment*” levied pursuant to the terms set forth in this Declaration. Annual Assessments levied by the Association may be used for any legal purpose for the benefit of the Property as determined by the Board, which purposes may include installation, maintenance, repair, or improvement of any Common Area, Area of Common Authority, sidewalks, trail systems, pathways, fountains, parkways, private streets and roads, entry gates installed as a controlled access system, boulevards, esplanades, setbacks, entryways, street lighting, landscape architecture, greenbelts, fences, walls, regulatory signage, directional signage, signalization, special pavement markings, entrances and entrance monuments, public or private art or sculptures; patrol service, street cleaning, mosquito control, and other services as may be in the Property’s and Owners’ interest; all buildings, services, improvements and facilities deemed necessary or desirable by the Board in connection

with the administration, management, control, or operation of the Property; and one or more reserve funds.

The Association may, in its sole discretion, give one or more of the purposes set forth in this provision preference over other purposes, and it is agreed that all expenses incurred, and expenditures and decisions made by the Association in good faith are binding and conclusive on all Members. Parkways, fountains, private streets, roads, esplanades, setbacks, and entryways that are not contained in any Common Area may be included in the Association's maintenance if, in the sole discretion of the Board, the maintenance of such areas benefits the Members. Such share agreements for maintenance and improvement require the consent of a majority of the total number of directors of the Association. Additionally, Annual Assessments levied by the Association may be used, in the sole discretion of the Board, to pay the Association's fair allocation of costs related to its participation in any agreement with other property owners associations or with owners or operators of nearby property for the benefit of the Members, such as to consolidate services, reduce costs, and provide consistency and economy of scale. Approval to enter such agreements requires a majority vote of the Board, and the Board may act unilaterally to negotiate, execute, modify, or terminate such contractual arrangements.

2. Creation

An Annual Assessment is due each year for each Lot within the Property in accordance with the provisions set forth in this Declaration. Payment of the Annual Assessment is the obligation of each Owner, subject to the provisions below, with such payment secured by the continuing lien created in this Declaration, binding and enforceable as provided in this Declaration.

3. Rate

The current Annual Assessment rate established for each Lot within the Property payable by Owners other than Declarant is \$660.00. The Board may adjust the Annual Assessment rate in future years in accordance with this Declaration.

Notwithstanding anything contained in this Declaration to the contrary, in the event property tax rates increase as to one or more Lots in the Property (the "*Affected Lots*") as a result of (i) a portion of the Property being annexed into the jurisdiction of a city or municipality, or (ii) one or more special purpose districts serving the Property ceasing to exist, the Board has the authority, without the obligation, to reduce the Annual Assessment rate for the Affected Lots in an amount commensurate with the increase in the property tax rate for the Affected Lots.

4. Commencement, Proration, and Due Dates

Save and except Declarant, each Owner's obligation to pay the Annual Assessment for his or her Lot commences on the date of the transfer of title to the Lot to the Owner. Any Owner, other than Declarant, who becomes record Owner of a Lot after January 1st in any year is personally responsible for and obligated to pay a prorated

Annual Assessment for that year. Such prorated Annual Assessment is due on the date of the transfer of title to the Lot and is delinquent if not paid in full as of the date of transfer of title to the Lot. Thereafter, the Annual Assessment is due in advance on January 1st for each coming year and is delinquent if not paid in full as of January 31st of each year, unless another payment schedule is determined by the Board pursuant to the authority set forth in this Declaration.

Notwithstanding anything contained in this Declaration to the contrary, Annual Assessments must be paid in such manner and on such dates as the Board may establish, which may include discounts for early payment or similar time/price and method of payment differentials. The Board may require advance payment of Annual Assessments at closing of the transfer of title to a Lot and may impose special requirements for Owners with a history of delinquent payment.

5. Declarant's Obligation regarding Annual Assessments

In the event that there is a deficit between the total approved operating budget for the year and the total amount of Annual Assessments due from Class A Members (the "**Deficit**"), Declarant must elect annually to either (i) pay the Deficit and not pay Annual Assessments, or (ii) pay Annual Assessments at the rate of 50% of the Annual Assessment rate assessed Class A Members for each Lot it owns within the Property at the time of such election. Notwithstanding anything contained in this Declaration to the contrary, for ease of calculation, the Annual Assessment is not prorated as to Lots owned by Declarant. Furthermore, notwithstanding anything contained in this Declaration to the contrary, Declarant is vested with the authority, without the obligation, to elect to pay the lesser of the options set forth in this section, even if the option selected results in Declarant owing nothing. In the event that there is no Deficit, Declarant has no obligation to pay Annual Assessments as to any Lots that it owns.

Declarant is required to provide written notice to the Board each year by September 1st of its elected option. Failure to provide such notice will result in Declarant being billed in the manner of the last option taken by Declarant. If no option has ever been taken by Declarant, then Declarant will be billed for the Deficit. Declarant's obligation to fund the Deficit or pay Annual Assessments pursuant to this section automatically terminates without further action or consent by any party when Declarant's Class B Membership terminates. In the event Declarant transfers title to a Lot to an Owner or Builder after the first day of January in any year, Declarant's funding the Deficit or payment of Annual Assessments in accordance with this Declaration will not relieve such Owner or Builder from personal responsibility for a prorated Annual Assessment for that year.

Notwithstanding anything contained in this Declaration to the contrary, any Lot being used by Declarant as a model home or sales office Lot is not subject to any Assessments created in this Declaration. Upon conveyance of such model home or sales office Lot to a purchaser, the Lot is subject to all Assessments and charges provided for in this Declaration and as secured by the lien created in this Declaration.

To the extent of any conflict with a provision contained in this section and any other provision in a Dedicatory Instrument, the provision in this section will control.

6. Levying of the Annual Assessment

The Annual Assessment rate is determined at the sole discretion of the Board. The Board is responsible for determining the sufficiency or insufficiency of the then-current Annual Assessment rate to reasonably meet the expenses for providing services and capital improvements within the Property and may, at its sole discretion and without a vote by the Members, increase the Annual Assessment rate in an amount necessary to cover the Association's anticipated expenses for providing services and capital improvements within the Property. The Annual Assessment rate may not be adjusted more than once in a calendar year, nor may any increase be construed to take effect retroactively, unless otherwise approved by Owners of a majority of the Lots subject to such Annual Assessments present at a meeting called for this purpose at which a quorum is present in person or by proxy. Any increase or decrease in the Annual Assessment rate must be effectuated as to all Lots within the Property on a uniform basis.

Notwithstanding the foregoing, the annexation of land into the Property may result in the Board adjusting the Annual Assessment rate to be charged to the annexed property such that the adjusted Annual Assessment rate might not be uniform with the Annual Assessment rate being charged to other Owners within the Property. The Board has the absolute discretion to determine any such adjustment on a case-by-case basis.

C. Special Assessment

In addition to the Annual Assessment authorized above, the Association may levy a "*Special Assessment*" applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, modification, repair, or replacement of a capital improvement in the Common Area or Area of Common Authority, or any unbudgeted expenses or expenses in excess of those budgeted, or unusual, infrequent expenses benefiting the Association, provided that any such Special Assessment must have the approval of both (i) the Owners of a majority of the Lots present at a meeting duly called for this purpose at which a quorum is present in person or by proxy; and (ii) the written approval of Declarant during the Development Period. Such Special Assessments are due and payable as set forth in the resolution authorizing such Special Assessment and may be levied only against those Owners subject to the Annual Assessment as set forth above and are prorated in accordance therewith. The Association, if it so chooses, may levy a Special Assessment against only those Lots benefited by or using the capital improvement for which the Special Assessment is being levied. Special Assessments are due upon presentment of an invoice, or copy thereof, for the same to the last-known address of the Owner. Declarant is not obligated to pay Special Assessments.

D. Service Area Assessment

The total Service Area Expenses budgeted for each Service Area, less any surplus in the Service Area budget from prior years, will be allocated among all Lots in a Service Area and levied annually as a "*Service Area Assessment*". Unless otherwise specified in a Supplemental

Amendment or other Dedicatory Instrument, commencement and proration of the Service Area Assessment will occur in the same manner as set forth in this Declaration regarding Annual Assessments. Unless otherwise specified in any Supplemental Amendment or other Dedicatory Instrument applicable to a Service Area, Service Area Assessments will be set as a uniform rate for each Lot in the Service Area. All amounts the Association collects as Service Area Assessments will be expended solely for the benefit of the Service Area for which they were collected and will be accounted for separately from the Association's general funds.

In the event an Owner refuses to allow the Association or its designees to perform the services on his or her Lot pursuant to the Service Area applicable to such Lot, the Owner is not entitled to an offset from the Service Area Assessment applicable to the Lot.

E. Trash Assessment

The Association has or may enter into one or more global agreements with a service provider for the provision of trash and recycling collection services for the benefit of Owners and Dwellings located within the Property. The Association may levy upon each Lot a "**Trash Assessment**" to cover the Association's costs related to providing such services throughout the Property as may be set forth in such global service agreements. The Trash Assessment will be set as a uniform rate for each Lot in the Property and may be adjusted from time to time, at the sole discretion of the Board. Notwithstanding anything contained in this Declaration to the contrary, Declarant has no obligation to pay a Trash Assessment for any Lot that it may own within the Property.

The Trash Assessment is payable on an annual basis. Notwithstanding the foregoing, the Board, in its sole discretion, may, via Board resolution, require the payment of the Trash Assessment on a bi-annual, quarterly, or monthly basis. For purposes of calculation, the initial Trash Assessment for a Lot commences on the date of the transfer of title for the Lot to an Owner and is made for the balance of the year as determined on a pro rata basis. Any Owner who purchases a Lot or Lots after the first day of January in any year is personally responsible for a prorated Trash Assessment amount for that year. The Trash Assessment for any year after the first year the Lot is owned by an Owner is due in advance on January 1st for each coming year and is delinquent if not paid in full as of January 31st of each year, unless another payment schedule is determined by the Board pursuant to the authority set forth in this Declaration.

Owners and Occupants are advised that trash and recycling services provided pursuant to the global agreements entered into by the Association and a service provider are exclusive, and no Owner or Occupant may obtain the services of a third-party entity for trash or recycling collection services on the Owner's or Occupant's Homesite.

F. Capitalization Fee

Each Grantee acquiring title to a Lot within the Property covenants and agrees to pay to the Association a capitalization fee (the "**Capitalization Fee**") for such acquired Lot, which Capitalization Fee is an amount equal to 100% of the then-current Annual Assessment rate plus 100% of the then-current Service Area Assessment rate (if applicable), unless otherwise determined by the Board as provided below. Notwithstanding the foregoing, the Capitalization

Fee payable by a Builder acquiring title to a Lot is an amount equal to 50% of the then-current Annual Assessment rate plus 50% of the then-current Service Area Assessment rate (if applicable) which applies to Lot Owners other than Declarant, unless otherwise determined by the Board as provided below. The Board is responsible for determining the sufficiency or insufficiency of the then-current Capitalization Fee amount and may, via Board resolution and without a vote by the Members, increase or decrease the Capitalization Fee amount in an amount necessary to meet the budgetary needs of the Association, as determined in the Board's sole discretion. Any such increase or decrease in the Capitalization Fee amount must be effectuated as to all Lots within the Property on a uniform basis.

Capitalization Fees are payable to the Association on the date of the transfer of title to a Lot and are not prorated. The Capitalization Fee is in addition to, not in lieu of, the Annual Assessment and is not an advance payment of such Annual Assessment. The payment of the Capitalization Fee is secured by the continuing lien set forth in this Declaration, and the Capitalization Fee is collected in the same manner as Assessments.

A transferring Owner must notify the Association's Secretary, or managing agent, of a pending title transfer at least 7 days prior to the transfer. Such notice must include the name of the Grantee, the date of title transfer, and any other information as the Board may require. Capitalization Fees may be used by the Association for any legal purpose which, in the Association's sole discretion, is for the benefit of the Property, including the placement of Capitalization Fees in a reserve account.

1. **Exempt Transfers.** Notwithstanding the above, a Capitalization Fee will not be levied upon the transfer of title to a Lot:
 - a. to Declarant;
 - b. by a co-Owner to a person who was a co-Owner immediately prior to such transfer;
 - c. to the Owner's estate, trust, surviving spouse, or child;
 - d. to any entity wholly owned by Declarant; provided, upon any subsequent transfer of an ownership interest in such entity, the Capitalization Fee will become due;
 - e. to the Association; or
 - f. by the Association.

G. Collection and Remedies for Assessments

1. The Assessments provided for in this Declaration, together with attorney's fees, interest, late fees, and costs as necessary for collection (including payment processing costs that may be charged by the Association, which may include pay-to-pay fees), are a charge on and a continuing lien upon the land in favor of the Association against which each such Assessment is made. Each such Assessment, together with attorney's fees,

interest, late fees, and costs, is also the personal obligation of the Owner of the Lot at the time the Assessment became due.

2. Any Assessment not paid when due bears interest from the due date at a rate of 10% per annum. Per the terms of this Declaration, different Assessments may have different due dates. No Owner may waive or otherwise escape liability for the Assessments provided for in this Declaration by reason of non-use or abandonment.

3. In order to secure the payment of the Assessments hereby levied, a lien is created in favor of the Association. Such lien runs with title to each Lot within the Property and may be foreclosed upon by the Association pursuant to the laws of the State of Texas. Each Owner grants a power of sale to the Association to sell such property upon default in payment by any amount owed. Alternatively, the Association may judicially foreclose the lien or maintain an action at law to collect the amount owed.

4. The President of the Association, or his or her designee, is appointed trustee to exercise the Association's power of sale. The trustee will not incur any personal liability except for his or her own willful misconduct.

5. Although no further action is required to create or perfect the lien, the Association may, as further evidence of the lien, give notice of the lien by executing and recording a document setting forth notice (i) that delinquent sums are due the Association at the time such document is executed and (ii) the fact that a lien exists to secure the repayment thereof. The failure of the Association to execute and record any such document does not affect the validity, enforceability, or priority of the lien. If required by law, the Association will also give notice and an opportunity to cure the delinquency to any holder of a lien that is inferior or subordinate to the Association's lien, pursuant to Section 209.0091 of the Texas Property Code, or its successor statute.

6. In the event the Association has determined to foreclose its lien provided in this Declaration and to exercise the power of sale hereby granted, such foreclosure will be accomplished pursuant to the requirements of Sections 209.0091 and 209.0092 of the Texas Property Code by first obtaining a court order in an application for expedited foreclosure under the rules adopted by the Supreme Court of Texas. Notwithstanding anything contained in this Declaration to the contrary, in the event that the laws of the State of Texas are changed to no longer require a court order in an application for expedited foreclosure, the Association may pursue foreclosure of its lien via any method established in this Declaration, including nonjudicial foreclosure, as may be permitted by the then-current law, without the necessity of amending this Declaration.

7. At any foreclosure proceeding, any person or entity, including Declarant, the Association, or any Owner, has the right to bid for such Lot at the foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period such foreclosed Lot is owned by the Association following foreclosure, (i) no right to vote may be exercised on its behalf and (ii) no Assessment may be levied on it. Out of the proceeds of such sale, there will be paid first, all expenses incurred by the Association in connection with such default, including attorney's fees and trustee's fees; second, from

such proceeds there will be paid to the Association an amount equal to the amount of Assessments in default inclusive of interest, late charges, and attorney's fees; and third, the remaining balance, if any, will be paid to such Owner. Following any such foreclosure, each Occupant of any such Lot foreclosed on, and each Occupant of any improvements thereon will be deemed to be a tenant-at-sufferance and may be removed from possession by any lawful means.

H. Subordination of the Lien to Purchase Money Mortgages

The lien for Assessments, including interest, late charges, costs, and attorney's fees, provided for in this Declaration is subordinate to the lien of any purchase money mortgage (including any renewal, extension, rearrangement or refinancing thereof) on any Lot or Homesite, including the purchase money mortgage lien held by the Lienholder as to Lots and Homesites owned by Declarant. The sale or transfer of any Lot or Homesite does not affect the lien and the sale or transfer will not relieve such Lot or Homesite from lien rights for any Assessments thereafter becoming due. Where the Lienholder, other mortgagee holding a purchase money mortgage of record, or other purchaser of a Lot or Homesite obtains title pursuant to foreclosure of the mortgage, it is not liable for the share of the Assessments or other charges by the Association chargeable to such Lot or Homesite that became due prior to such acquisition of title; however, from the date of foreclosure forward, such Assessments will again accrue and be payable to the Association.

I. Notice of Delinquency

When the Association or its agent or designee gives a written notice of the Assessment to any Owner who has not paid an Assessment that is due under this Declaration, such notice will be mailed to the Owner's last known address. The address of the Lot or Homesite is presumed to be the address for proper notice unless written notice of another address has been provided by the Owner to the Association.

ARTICLE XVI. MODIFICATION AND TERMINATION OF COVENANTS

Notwithstanding anything contained in this Declaration to the contrary, in the event this Declaration, or a Supplemental Amendment is amended and restated in the future, such amendment and restatement will not affect or disturb the lien created in this Declaration or any annexation accomplished by the Supplemental Amendment, which lien and annexation will continue to be in full force and effect from the date the Declaration and Supplemental Amendment were recorded.

A. Amendment by Declarant

In addition to the specific amendment rights granted elsewhere in this Declaration, until termination of the Development Period, Declarant may unilaterally amend this Declaration and any Supplemental Amendment for any purpose; provided, however, any such amendment may not adversely affect the title to any Lot or Homesite unless the Owner consents to the amendment in writing.

After the expiration of the Development Period, Declarant may unilaterally amend this Declaration and any Supplemental Amendment at any time without the joinder or consent of any Owner, entity, lender, or other person if such amendment is (i) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on Lots and Homesites; (iii) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots or Homesites; (iv) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on Lots or Homesites; or (v) necessary for the purpose of clarifying or resolving any ambiguities or conflicts in this Declaration or in any Supplemental Amendment, or for correcting any inadvertent misstatements, errors, or omissions in this Declaration or in any Supplemental Amendment.

Any amendment to the Declaration or a Supplemental Amendment made by Declarant must be recorded in the Official Public Records of Williamson County, Texas, whereupon, to the extent of any conflict with this Declaration or Supplemental Amendment and any amendment thereto, the amendment will control.

Any amendment made by Declarant becomes effective upon recording unless otherwise specified in the amendment.

B. Amendment by Owners

During the Development Period, this Declaration and any Supplemental Amendment may be amended, modified, or terminated by the approval of the Owners of a majority of the Lots and the written consent of Declarant. After the termination of the Development Period, approval by the Owners of a majority of the Lots is required to amend, modify, or terminate this Declaration and any Supplemental Amendment; provided, however, any such amendment or termination must be approved in writing by the Association. Upon approval of the Owners, as set out above, of the amended declaration or amended Supplemental Amendment (as evidenced by the President's or Vice-President's signature), the amended declaration or amended Supplemental Amendment must be recorded in the Official Public Records of Williamson County, Texas, whereupon, to the extent of any conflict with this Declaration or Supplemental Amendment and any amendment thereto, the amendment will control. For purposes of this Section, the approval of multiple Owners of a Lot may be reflected by the signature of any one Owner of such Lot.

Notwithstanding anything contained in this Declaration to the contrary, the Association is entitled to use any combination of the following methods to obtain approval of the Owners for an amendment to the Declaration and any Supplemental Amendment:

1. written ballot, or electronic ballot as same may be established by the Board, that states the substance of the amendment and specifies the date by which a written or electronic ballot must be received to be counted;

2. a meeting of the Members of the Association, if written notice of the meeting stating the purpose of the meeting is delivered to the Owners of the Lots; such notice may be hand-delivered to the Owners, sent via regular mail to the Owner's last known mailing address, as reflected in the Association's records, or sent via email to the Owner's email address as reflected in the Association's records;
3. door-to-door circulation of a petition by the Association or a person authorized by the Association; or
4. any other method permitted under this Declaration or applicable law.

No amendment to the Declaration or to any Supplemental Amendment may limit the rights of Declarant pertaining to the Declaration and any Supplemental Amendment. Particularly reserved to Declarant is the right and privilege of Declarant to designate the use and architectural restrictions applicable to any portion of the Property, as provided in this Declaration; and such designation, or subsequent change of designation, may not be deemed to adversely affect any substantive right of any existing Owner.

C. Amendment by the Board

After the termination of the Development Period, this Declaration and any Supplemental Amendment may be amended by the affirmative vote of at least 2/3 of the directors of the Board, without the joinder or consent of any Owner, entity, lender, or other person, if such amendment is (i) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on Lots and Homesites; (iii) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots or Homesites; (iv) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on Lots or Homesites; or (v) for the purpose of clarifying or resolving any ambiguities or conflicts in this Declaration. For purposes of this provision, the affirmative vote of at least 2/3 of the directors of the Board (who are Owners entitled to vote on any such amendment) satisfies the "lower percentage" requirement of Texas Property Code 209.0041(h-1) or its successor statute.

Any amendment to the Declaration or a Supplemental Amendment made by the Board must be recorded in the Official Public Records of Williamson County, Texas, whereupon, to the extent of any conflict with this Declaration or Supplemental Amendment and any amendment thereto, the amendment will control.

ARTICLE XVII. ALTERNATE DISPUTE RESOLUTION

It is the intent of the Association and Declarant to encourage the amicable resolution of disputes involving the Property and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, the following dispute resolution procedures control and attempt to resolve all claims, grievances, or disputes involving the Property, including claims, grievances,

or disputes arising out of or relating to the interpretation, application, or enforcement of the Dedicatory Instruments.

A. Dispute Resolution

No dispute between any of the following entities or individuals may be commenced until the parties have submitted to non-binding mediation: Owners, Members, the Board, officers in the Association, or the Association; provided, however, the Board has discretion to determine whether the Association will participate in the dispute resolution procedures regarding claims made by the Association or enforcement of the Dedicatory Instruments.

Disputes between Owners that are not regulated by this Declaration are not subject to the dispute resolution process.

B. Outside Mediator

In a dispute between any of the above entities or individuals, the parties must voluntarily submit to the following mediation procedures before commencing any judicial or administrative proceeding. Each party will represent himself/herself individually or through an agent or representative or may be represented by counsel. The dispute will be brought before a mutually selected mediator. Such mediator will either be an attorney-mediator skilled in community association law, a Professional Community Association Manager as certified by the Community Associations Institute, or a Certified Property Manager as certified by the Institute of Real Estate Managers. In order to be eligible to mediate a dispute under this provision, a mediator may not reside in the Property, work for any of the parties, represent any of the parties, or have any conflict of interest with any of the parties. Costs for such mediator must be shared equally by the parties. If the parties cannot mutually agree upon the selection of a mediator after reasonable efforts (not more than 30 days), each party must select their own mediator and a third will be appointed by the two selected mediators. If this selection method must be used, each party will pay the costs of their selected mediator and will share equally the costs of the third appointed mediator.

C. Mediation is Not a Waiver

By agreeing to use this Dispute Resolution process, the parties in no way waive their rights to extraordinary relief including temporary restraining orders or temporary injunctions, if such relief is necessary to protect or preserve a party's legal rights before a mediation may be scheduled.

D. Failure to Pursue Alternative Dispute Resolution

In the event any party violates the provisions of this alternative dispute resolution Article and commences litigation without pursuing alternative dispute resolution, the party commencing the litigation must reimburse all other parties to such litigation for their costs and expenses, including attorney's fees, incurred in seeking abatement of such litigation and in enforcing the alternative dispute resolution provisions of this Article. In addition, any violation of the provisions of this alternative dispute resolution Article will be considered a Deed Restriction Violation.

E. Assessment Collection and Lien Foreclosure

The provisions of this Declaration dealing with alternate dispute resolution do not apply to the collection of Assessments or the foreclosure of the lien by the Association as set out in this Declaration.

F. Term

This Article is in full force and effect during the Development Period. Thereafter, this Article remains in full force and effect unless, at the first open meeting of the Association after such initial period, a majority of the Board votes to terminate the provisions of this Article.

ARTICLE XVIII. GENERAL PROVISIONS

A. Severability

The invalidity of any one or more of the provisions of this Declaration does not affect the validity of the other provisions thereof.

B. Compliance with Laws

At all times, each Owner must comply with all applicable federal, state, county, and municipal laws, ordinances, rules, and regulations with respect to the use, occupancy, and condition of the Homesite and any improvements thereon. If any provision contained in this Declaration or any supplemental declaration or amendment is found to violate any law, then the provision must be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

C. Gender and Number

The singular wherever used in this Declaration must be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions of this Declaration applicable either to corporations (or other entities) or individuals, male or female, must in all cases be assumed as though in each case fully expressed.

D. Interpretation

For purposes of this Declaration, (i) “include”, “includes”, and “including” are deemed to be followed by the words “without limitation”, (ii) “or” is not exclusive, (iii) “any” means “any and all”, and (iv) “may not” is a prohibition and does not mean “might not” or its equivalents.

E. Headlines

The titles and captions for this Declaration and the sections contained in this Declaration are for convenience only and may not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

F. Governing Law

The provisions in this Declaration are governed by and enforceable in accordance with the laws of the State of Texas, and venue is mandatory in Williamson County, Texas. Any obligations performable pursuant to this Declaration are to be performed in Williamson County, Texas.

G. Fines for Violations

The Association may assess fines for violations of the Dedicatory Instruments, other than non-payment or delinquency in Assessments, in amounts to be set by the Board, which fines are secured by the continuing lien set out in this Declaration.

H. Books and Records

The books, records, and papers of the Association are subject to inspection by any Member upon written request and by appointment during normal business hours pursuant to an Access, Production, and Copying Policy adopted by the Association.

I. Notices

Any notice required to be sent to any Owner under the provisions of this Declaration is deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as the Owner on the records of the Association at the time of such mailing.

J. Mergers

Upon a merger or consolidation of the Association with another association as provided in its Certificate of Formation, the Association's properties, assets, rights, and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, assets, rights, and obligations of another association may be transferred to the Association as a surviving corporation or to a like organization or governmental agency. The surviving or consolidated association will administer any restrictions together with any Declarations of Covenants, Conditions and Restrictions governing these and any other properties, under one administration. No such merger or consolidation may cause any revocation, change, or addition to this Declaration.

K. Current Address and Occupants

Owners are required to notify the Association in writing of their current address if other than the physical address of the Lot or Homesite. If an Owner fails to notify the Association of his/her current address, the Association may use the address of the Lot or Homesite as the current address. If an Owner leases the property, he must supply the name of the Occupant present upon the execution of any lease.

L. Security

EACH OWNER AND OCCUPANT OF ANY LOT, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, DECLARANT (INCLUDING ITS AFFILIATES), OR ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY DWELLING, OR OWNER OR USER OF AN IMPROVEMENT, ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, PROPERTY, DWELLINGS, AND IMPROVEMENTS, AND TO THE CONTENTS OF DWELLINGS AND IMPROVEMENTS, AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, DECLARANT (INCLUDING ITS AFFILIATES), OR ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER OR OCCUPANT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE OR BURGLAR ALARM SYSTEMS, ACCESS GATES, OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY OTHER SIMILAR IMPROVEMENTS WITHIN THE PROPERTY.

THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES, DECLARANT, AND ANY SUCCESSOR DECLARANT ARE NOT LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF CERTAIN IMPROVEMENTS OR SERVICES WITHIN THE PROPERTY. EACH OWNER AND OCCUPANT OF A LOT ACKNOWLEDGES THAT ACCESS GATES, IF ANY, ARE NOT FOR SECURITY PURPOSES. EACH OWNER AND OCCUPANT OF ANY LOT, AS APPLICABLE, ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES, DECLARANT (INCLUDING ITS AFFILIATES), AND ANY SUCCESSOR DECLARANT DO NOT REPRESENT OR WARRANT THAT (i) ANY ACCESS GATE, FIRE PROTECTION OR BURGLAR ALARM SYSTEMS, OR OTHER SIMILAR IMPROVEMENTS OR SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE, (ii) ANY FIRE ALARM SYSTEMS, BURGLAR ALARM SYSTEMS, ACCESS GATES OR OTHER SIMILAR IMPROVEMENTS OR SYSTEMS WILL BE IN WORKING CONDITION AT ALL TIMES, OR (iii) ANY FIRE ALARM SYSTEMS, BURGLAR ALARM SYSTEMS, ACCESS GATES OR OTHER SIMILAR IMPROVEMENTS OR SYSTEMS WILL PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED.

M. View Impairment

Neither Declarant, nor the Association, guarantee or represent that any view over and across the Lots, Common Areas, Areas of Common Authority, Reserve Areas, or open spaces within the Property will be preserved without impairment. Declarant and the Association have no obligation to relocate, prune, or thin trees, shrubs or other landscaping. The Association has the right, without the obligation, to relocate, prune, thin, or add trees and other landscaping or improvements to the Common Area. There are no express or implied easements for view

purposes or for the passage of light and air. No Owner has the right to object to the construction of improvements on any adjacent or nearby Lot, Area of Common Authority, or Common Area, based on the impact of such improvements on the Owner's view.

N. Video, Data and Communication Service Agreements

Declarant or the Association (subject to the approval of Declarant during the Development Period) has entered or may enter into a global agreement with a service provider for the provision of cable television, data, fiber internet and broadband connection services, or other communication services in order to obtain access to benefits and services for the benefit of Owners and Dwellings located within the Property. Payment for services and benefits provided pursuant to video, data, fiber internet, or communication service agreements executed pursuant to this provision will be made from Assessments levied and collected by the Association pursuant to the authority granted in this Declaration, and such Assessments are supported by the lien created in this Declaration. While Owners are free to obtain the same or similar services from a provider of their choice, no Owner may avoid paying any portion of Assessments levied based on non-use of video, data, fiber internet, or communication services provided and paid for by the Association with Assessments. Furthermore, no Owner is entitled to any refund, rebate, discount, or offset in Assessments for any interruption in cable television, internet, data, fiber internet, or other communication services provided by the Association pursuant to a global agreement with a service provider, regardless of the cause of any such interruption.

Owners and Occupants acknowledge and understand that the Association or Declarant may gain access to information relating to the individual use of the cable television, internet, data, fiber internet and broadband connection services, or other communication services by Owners and Occupants, including account and user content information. Each Owner and Occupant waives any privacy rights the Owner or Occupant may have in such information and waives any claims against Declarant and the Association, as well as their respective past, present, and future directors, officers, members (of a for-profit entity), employees, agents, and affiliated entities, relating to the acquisition of such information. Furthermore, each Owner and Occupant acknowledges and agrees that the acquisition of such information by the Association or Declarant does not create any duty on the part of the Association or Declarant, including their respective past, present, and future directors, officers, members (of a for-profit entity), employees, agents, and affiliated entities, to any person to act in any manner with respect to such information.

O. Occupants Bound

All provisions of the Dedicatory Instruments applicable to the Property and Owners also apply to all Occupants of any Lot or Dwelling. Each Owner must cause all Occupants of their Lot to comply with the Dedicatory Instruments, and each Owner is responsible for all violations, losses, and damages caused by an Occupant of the Owner's Lot, notwithstanding the fact that such Occupant is jointly and severally liable and may be sanctioned for any violation. In addition to all other remedies available to the Association in the event of a violation by an Occupant, the Association may require that the Occupant be removed from and not be allowed to return to the Property or that any lease, agreement, or permission given allowing the Occupant to be present be terminated.

P. Transfer of Title and Resale Certificate

1. Transfer of Title: Any Owner, other than Declarant, desiring to sell or otherwise transfer title to his or her Lot must give the Board at least 7 days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. The person, other than Declarant, transferring title is jointly and severally responsible with the person accepting title for all obligations of the Owner, including Assessment obligations, until the date upon which the Board receives such notice, notwithstanding the transfer of title.

Upon acceptance of title to a Lot, the new Owner of the Lot must pay to the Association an administrative fee to cover the administrative expenses associated with updating the Association's records, which administrative fee is supported by the lien created in this Declaration. This administrative fee will be an amount determined by the Board and will include fees charged by a management company retained by the Association for updating its records.

2. Resale Certificate: No Owner, other than Declarant, may transfer title to a Lot, together with the improvements thereon, until he or she has requested and obtained a resale certificate signed by a representative of the Association as described in Chapter 207 of the Texas Property Code, or its successor statute, indicating, in addition to all other matters described in Chapter 207, the information required in Section 5.012 of the Texas Property Code (the "*Resale Certificate*").

In accordance with Chapter 207 of the Texas Property Code, as same may be amended from time to time, the Association may charge a reasonable fee to prepare, assemble, copy, and deliver a Resale Certificate and accompanying information and any update to a Resale Certificate, which charge is supported by the lien created in this Declaration.

Q. Water Management

Each Owner acknowledges and agrees that some or all of the water features, which may include rivers, bayous, ponds, streams, creeks, lakes, or any wetlands in or in proximity to the Property may be designed as water management areas and are not designed solely as aesthetic features. Each Owner acknowledges and agrees that, due to the unique location and topography of the Property, it is possible during storm events for sheet flow to cross from Lot to Lot rather than flowing either to the front or rear of the Lots. Due to fluctuations in water elevations within the immediate area and as a result of natural events, such as hurricanes or tropical storms, water levels will rise and fall. Each Owner further acknowledges and agrees that neither the Association nor Declarant has, and neither is obligated to, exert control over such elevations. Each Owner agrees, by purchase of a Lot, to release and discharge Declarant and the Association, including their respective officers and directors, from and against any losses, claims, damages (compensatory, consequential, punitive, or otherwise), injuries, deaths, and expenses of whatever nature or kind, including legal costs related to or arising out of any claim relating to such fluctuations in water elevations. Owners may not alter, modify, expand, fill, or otherwise adversely affect any water features, wetlands, or waterways located within or in the vicinity of the Property without the prior written approval of the authorities as may have relevant jurisdiction over such matters.

R. Master Plan

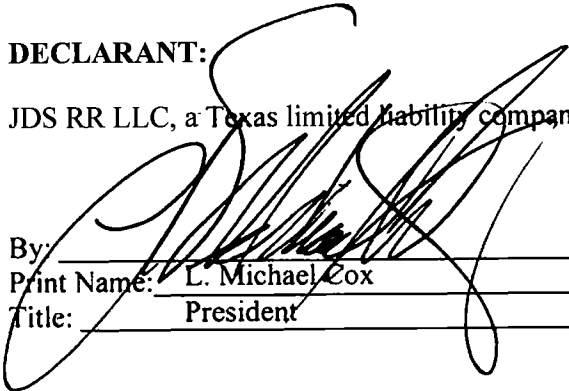
“*Master Plan*” means the land use plan for the development of Nolina, if any, prepared by or at the request of Declarant, as it may be amended by Declarant in its sole and absolute discretion, from time to time, which plan includes the Property encumbered by this Declaration. The Association is not a party to Declarant’s Master Plan and has no authority regarding Declarant’s land use decisions. The Master Plan may include all, none, or a portion of property owned by Declarant, which Declarant may, without the obligation to do so, from time to time subject to this Declaration by a subsequently recorded written document. Inclusion of property on the Master Plan does not, under any circumstances, obligate Declarant to subject such property to this Declaration, nor does the exclusion of property owned by Declarant from the Master Plan bar its later annexation in accordance with this Declaration. Additionally, any use indicated on the Master Plan is tentative and subject to change by Declarant without notice to the Owners.

[SIGNATURE PAGES FOLLOW]

18 IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this day of November, 2025.

DECLARANT:

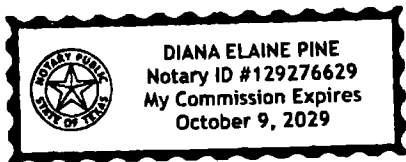
JDS RR LLC, a Texas limited liability company

By: 
Print Name: L. Michael Cox
Title: President

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared L. Michael Cox, the President of JDS RR LLC, a Texas limited liability company, known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes expressed in this Declaration and in the capacity expressed above.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18 day of November, 2025.





Notary Public – State of Texas

EXHIBIT A

(legal description for the Anchor Tract follows)

METES & BOUNDS LEGAL DESCRIPTION OF:
HOA'S LOT - 0.0023 ACRES

BEING A 0.0023 ACRES (100 SQUARE FEET) TRACT OF LAND SITUATED IN THE JAMES NORTH CROSS SURVEY, ABSTRACT 478, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 523.521 ACRES TRACT OF LAND DESCRIBED TO JDS RR LLC AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NUMBER 2022053696 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.); AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING, AT A 1/2-INCH IRON ROD FOUND IN THE WEST BOUNDARY LINE OF SAID 523.521 ACRES TRACT, SAME BEING THE EAST BOUNDARY LINE OF A CALLED 122.6884 ACRES TRACT OF LAND DESCRIBED TO RR 122 HOLDINGS LLC AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NUMBER 2022022743 OF SAID O.P.R.W.C.T., SAID POINT OF COMMENCEMENT HAVING COORDINATES OF NORTHING: 10241158.824 AND EASTING 3083544.713;

THENCE, ALONG SAID WEST BOUNDARY LINE OF THE 523.521 ACRES TRACT AND SAID EAST BOUNDARY LINE OF THE 122.6884 ACRES TRACT NORTH 11°22'19" WEST A DISTANCE OF 187.63 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING HAVING COORDINATES OF NORTHING 10241342.868 AND EASTING 3083507.717.

THENCE, CONTINUING WITH SAID WEST BOUNDARY LINE OF THE 523.521 ACRES TRACT AND SAID EAST BOUNDARY LINE OF THE 122.6884 ACRES TRACT NORTH 11°22'19" WEST A DISTANCE OF 10.00 FEET TO A CALCULATED POINT AND FROM WHICH A 1/2 INCH IRON ROD FOUND IN SAID WEST BOUNDARY LINE OF THE 523.521 ACRES TRACT AND SAID EAST BOUNDARY LINE OF THE 122.6884 ACRES TRACT BEARS NORTH 11°22'19" WEST A DISTANCE OF 181.34 FEET;

THENCE, DEPARTING SAID WEST BOUNDARY LINE OF THE 523.521 ACRES TRACT AND SAID EAST BOUNDARY LINE THE SAID 122.6884 ACRES TRACT, OVER AND ACROSS SAID 523.521 ACRES TRACT THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. NORTH 70°37'41" EAST A DISTANCE OF 10.00 FEET,
2. SOUTH 11°29'18" EAST A DISTANCE OF 10.00 FEET, AND
3. SOUTH 70°37'41" WEST A DISTANCE OF 10.00 FEET TO SAID POINT OF BEGINNING AND CONTAINING 0.0023 ACRES (100 SQUARE FEET) OF LAND, MORE OR LESS, IN WILLIAMSON COUNTY, TEXAS. THIS DOCUMENT WAS PREPARED IN THE OFFICE OF KIMLEY-HORN INC. IN AUSTIN, TEXAS.

SURVEYOR'S NOTES:

BASIS OF BEARINGS IS THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203).
 ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE VALUES.
 THE SURFACE ADJUSTMENT FACTOR IS 1.0001528166.
 THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET

METES & BOUNDS LEGAL DESCRIPTION FOR A

HOA'S LOT
0.0023 ACRES

BEING A PORTION OF THE
 JAMES NORTH CROSS SURVEY, ABSTRACT 478
 WILLIAMSON COUNTY, TEXAS



[Signature]
 MICHAEL A. MONTGOMERY II, R.P.L.S.
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6390

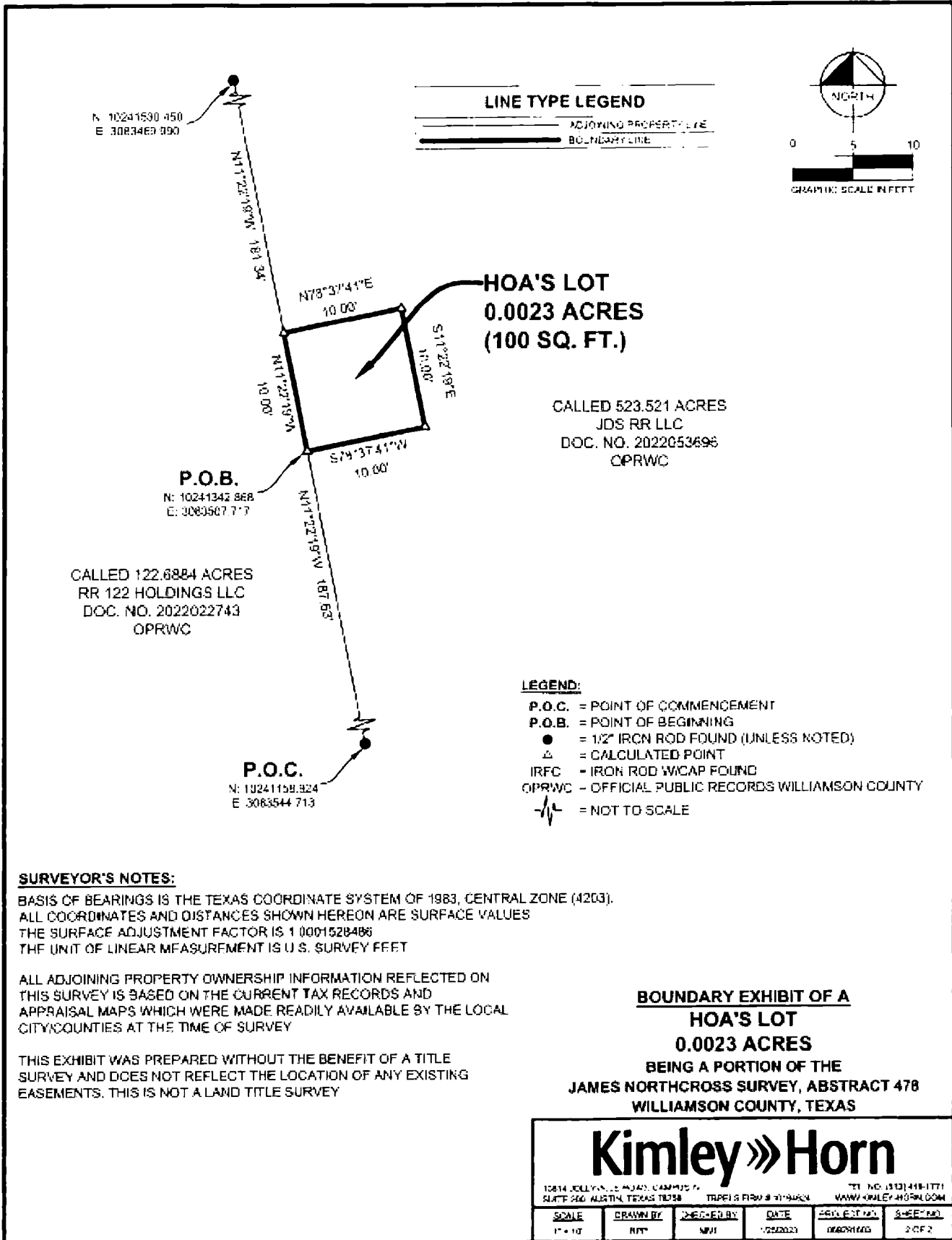
Kimley»Horn

13174 JOLIETVILLE ROAD, DALLAS, TX 75244 TEL: (972) 418-1771
 SUITE 200, AUSTIN, TEXAS 78739 TRAFFIC FRM # 12794624 WWW.KIMLEY-HORN.COM

SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
N/A	N/A	N/A	09/20/23	066291603	1 OF 2

PAZITNEY, ROB 10/3/2023 12:58 PM KIALS SURVY AUSTIN SURVEY PROJECTS/BENTON WOLFE-ROCKIN WILCO (COMBINED)066291603 -BENTON PROJECTS/066291603 - BENTON JDS TRACT (ALTA/DWG)545MT DIRECTOR LOTW-DLOT 066291603 DWG

Exhibit A



PAZTFNEY, ROB 1/25/2023 12:58 PM CLAUS_SURVEY\AUSTIN SURVEY PROJECTS\BENTON\CONLE-ROCKN\MILOO (COMBINED)\06920160X -BENTON PROJECTS\080311631 - BENTON JDS TRACT (ALTA)\DWG\ESWT - DIRECTOR LOTV\DL0T-069201603.DWG

Copyright © 2025 by Roberts Markel Weinberg Butler Hailey PC, all rights reserved.

Exhibit A

RECORDERS MEMORANDUM
All or parts of the text on this page was not clearly legible for satisfactory recordation

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2025091882

Pages: 71 Fee: \$309.00

11/19/2025 02:45 PM

MBARRICK



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas



NOLINA RESIDENTIAL ASSOCIATION, INC.
COMMON AREA USAGE POLICY

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

I. PURPOSE

The purpose of this Common Area Usage Policy (this “*Policy*”) is to prescribe the purposes for which Owners and Occupants of Nolina may utilize the Common Areas within Nolina. The Board of Directors (the “*Board*”) of Nolina Residential Association, Inc., a Texas nonprofit corporation (the “*Association*”), has determined that it is in the best interest of the Association to establish this Policy concerning the usage of the Common Areas subject to its jurisdiction.

II. APPLICABILITY AND AUTHORITY

The property encumbered by this Policy is that property restricted by the First Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Nolina (Residential Property), recorded in the Official Public Records of Williamson County, Texas, under Clerk’s File No. 2025091882, as same has been or may be amended from time to time (the “*Declaration*”), and any other property which has been or may be subsequently annexed into Nolina and made subject to the authority of the Association.

Reference is made to the Declaration for all purposes. Unless otherwise set forth in this Policy, the capitalized terms used in this Policy are defined in the same manner as set forth in the Declaration and the interpretation provision set forth in the Declaration applies to this Policy, which definitions and interpretation provision are incorporated in this Policy for all purposes by this reference.

Pursuant to the Dedicatory Instruments governing the Property, the Association is vested with the authority to adopt policies, rules, and guidelines.

Pursuant to the authority set forth in the Dedicatory Instruments and Texas Property Code 202.013, the Board adopts this Policy, which runs with the land and is binding on all Owners and Lots within the Property. This Policy is effective upon the recording of same. After the effective date, this Policy replaces any previously recorded or implemented policy that addresses the subjects contained in this Policy.

Invalidation of any one or more of the covenants, conditions, restrictions, or provisions contained in this Policy will in no way affect any one of the other covenants, conditions, restrictions, or provisions of this Policy, which remain in full force and effect.

III. COMMON AREA USAGE POLICY

A. Common Area Usage in General

1. Permitted Use

Except as otherwise provided in this Policy or as set forth in other Dedicatory Instruments encumbering the Property, Owners and Occupants may only utilize the Common Areas within the Property for purposes consistent with the purposes for which the Association was formed, as set forth in the Dedicatory Instruments and Texas law (the “*Permitted Use*”).

Owners and Occupants may not utilize any portion of the Common Area for any commercial events or purposes or for events or purposes which produce revenue or which are intended to produce revenue (regardless of whether or not any revenue is actually produced), unless otherwise approved by the Board in writing prior to the commencement of such use. In addition, Owners and Occupants may not utilize any portion of the Common Area for any religious or anti-religious event, activity, use, or purpose. Furthermore, in no case may an Owner or Occupant utilize the Common Area within the Property for any use or purpose which is illegal or which is otherwise not in keeping with the Community Wide Standard established and existing throughout the Property.

The Board, in its sole and absolute discretion, may determine (i) whether any use of the Common Area constitutes a Permitted Use, (ii) whether any use of the Common Area constitutes a religious or anti-religious event, activity, use, or purpose, and (iii) whether any use of the Common Area is in keeping with the Community Wide Standard. Furthermore, the Board, in its sole and absolute discretion, may approve or disapprove of the use of the Common Area by an Owner or Occupant for a commercial event or purpose or for an event or purpose which produces or is intended to produce revenue.

2. Policies, Rules, and Regulations

The Board may promulgate and amend policies, rules, and regulations pertaining to the usage of the Common Area by Owners and Occupants of the Property, including policies, rules, and regulations pertaining to the rental or reservation of various portions of the Common Area and the usage of any facilities located in the Common Area. Each Owner and Occupant present at and utilizing the Common Area must abide by the restrictions set forth in the Dedicatory Instruments, including this Policy and any policies, rules, and regulations adopted by the Board pertaining to usage of the Common Area. Failure of the Owner or Occupant to abide by such policies, rules, and regulations constitutes a Deed Restriction Violation for which the Association may pursue enforcement action, as set forth in the Dedicatory Instruments and Texas law.

3. Rentals and Reservations

The Board reserves the right, in its sole and absolute discretion, to designate portions of the Common Area as areas which require a reservation or rental prior to use by an Owner or Occupant. Furthermore, the Board reserves the right, in its sole and absolute discretion, to alter any designation previously made for a portion of the Common Area. Any such designation or redesignation may be set forth in a Dedicatory Instrument or may be made by Board resolution from time to time. In the event of a designation of a portion of the Common Area as an area which requires rental prior to use by an Owner or Occupant, the Owner or Occupant must enter into a facilities rental agreement with the Association prior to such use. In the event of a designation of a portion of the Common Area as an area which requires reservation without rental, the Board has the sole and absolute discretion to determine whether such Owner or Occupant must enter into a facilities usage agreement with the Association prior to such use.

Each Owner or Occupant who enters into a facilities usage agreement or a facilities rental agreement, as applicable, with the Association must abide by the terms set forth in such agreement, in addition to the provisions of all Dedicatory Instruments governing the Property. Failure to abide by the terms of any such agreement or failure to enter into such agreement with the Association prior the use of the Common Area constitutes a Deed Restriction Violation for which the Association may pursue enforcement action, as set forth in the Dedicatory Instruments and Texas law.

4. Compliance with Applicable Law

The provisions in this Section A. are not intended to prohibit the use of the Common Area for any Political Event (as defined below) that is authorized by state or federal law. If it is found that any provision in this Section A. is in violation of any such laws, then the remaining provisions within Section A. must be interpreted to be as restrictive as possible to preserve as much of the original provisions as allowed by law.

B. Political Events

1. Political Events in General

Notwithstanding anything contained in this Policy to the contrary, Owners and Occupants who reside within the Property ("**Residents**") may utilize the Common Area within the Property for Political Events. For purposes of this Policy, a "**Political Event**" means the extension of an invitation by an Owner or a Resident to (i) a governmental official or (ii) a candidate who has been qualified in an appropriate election to run for public governmental office (a "**Candidate**"), to address or to meet with Owners and Occupants at the Common Area.

The Board has the sole and absolute discretion to determine what kinds of events constitute Political Events and whether any proposed action on or use of the Common Area falls outside of the scope of a Political Event.

2. Policies, Rules, and Regulations Pertaining to Political Events

All Political Events hosted within the Property are subject to policies, rules, and regulations adopted by the Board pertaining to gatherings and events held on the Common Area by Owners and Occupants of the Property. Such policies, rules, and regulations may include, by way of illustration and not in limitation, the following:

- (a) A requirement that an Owner or Occupant enter into a rental agreement or facilities usage agreement with the Association prior to the rental or use of the Common Area;
- (b) A requirement that an Owner or Occupant issue payment to the Association of a rental or usage fee, security deposit, and other related fees in connection with any rental or reservation of the Common Area;
- (c) A requirement that each Owner and Occupant comply, and cause all guests, invitees, and licensees of such Owner or Occupant to comply, with all Dedicatory Instruments encumbering the Property at all times while the Owner or Occupant, or any guest, licensee, or invitee of an Owner or Occupant is present at or using the Common Area;
- (d) A limitation on the maximum occupancy of the Common Area or any facility located in the Common Area;
- (e) A restriction on the dates and times during which the Common Area or a facility located in the Common Area may be used; and
- (f) A restriction specifying those portions of the Common Area that are available for use.

Each Owner or Resident hosting a Political Event within the Property must abide, and must cause all guests, licensees, and invitees of such Owner or Resident to abide, by the applicable restrictions set forth in the Dedicatory Instruments, including this Policy, any policies, rules, and regulations adopted by the Board pertaining to gatherings and events on the Common Area, and the provisions of any rental or facilities usage agreement entered into by and between the Owner or Resident and the Association pursuant to such policies, rules, and regulations. Failure of the Owner or Resident or any guest, licensee, or invitee of such Owner or Resident to abide by the Dedicatory Instruments constitutes a Deed Restriction Violation for which the Association may pursue enforcement action, as set forth in the Dedicatory Instruments and Texas law.

3. Disclaimer: Limitation of Liability

The use of a Common Area for the purpose of hosting a Political Event in no way constitutes (i) the participation or intervention of the Association in any political campaign on behalf of any governmental official or Candidate, (ii) the endorsement by the Association of the governmental official or Candidate participating in the Political Event,

or (iii) the endorsement by the Association of any ballot measure supported by such governmental official or Candidate or discussed during or in connection with the Political Event. The Association does not control or endorse the content, messages, or information discussed or transmitted during or in connection with any Political Event. As such, the Association disclaims any liability in connection with any Owner's or Occupant's presence at the Common Area during a Political Event. The Association specifically disclaims any liability for any offensive, inappropriate, obscene, unlawful, untruthful, or otherwise objectionable information an Owner or Occupant may encounter during or in connection with a Political Event, and the Association disclaims any liability in connection with the proliferation of any information associated with a Political Event.

The Association, its management company, and Declarant, including their respective past, present, and future directors, officers, members (of a for-profit entity), employees, agents, or affiliated entities (collectively, the "*Indemnified Parties*") do not assume or authorize any other person to assume for it any liability in connection with a Political Event or with any information discussed or transmitted during or in connection with a Political Event, and the Indemnified Parties are not liable in damages or otherwise arising out of or in connection with a Political Event or with any information discussed or transmitted during or in connection with a Political Event (the "*Released Matters*").

EACH OWNER AND RESIDENT HOSTING A POLITICAL EVENT ON THE COMMON AREA WITHIN THE PROPERTY AGREES TO DEFEND (IMMEDIATELY UPON DEMAND), INDEMNIFY, HOLD HARMLESS, AND RELEASE THE INDEMNIFIED PARTIES FROM ALL LIABILITY, CLAIMS, AND CAUSES OF ACTION OF ANY KIND WHATSOEVER, AT COMMON LAW, STATUTORY, OR OTHERWISE, IN CONNECTION WITH THE RELEASED MATTERS. THE OBLIGATION TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES IS OWED EVEN FOR CLAIMS ALLEGED OR PROVEN TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE INDEMNIFIED PARTIES.

4. Applicability

The provisions set forth in Section B. of this Policy do not apply to (i) any portion of the Common Area that is unavailable for meetings of the Association due to seasonal use, or (ii) any portion of the Common Area that is only available for meetings of the Members, the Board, or any committee of the Board.

[SIGNATURE PAGE FOLLOWS]

CERTIFICATION

I certify that, as President of Nolina Residential Association, Inc., a Texas nonprofit corporation, the foregoing Common Area Usage Policy was approved on the 17 day of November, 2025, at a meeting of the Board of Directors at which a quorum was present.

DATED, this the 18 day of November, 2025.

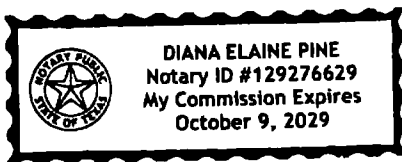
Nolina Residential Association, Inc.,
a Texas nonprofit corporation

By: *Matt Banks*
Print Name: Matt Banks
Title: President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, on this day personally appeared Matt Banks, the President of Nolina Residential Association, Inc., a Texas nonprofit corporation, known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes and in the capacity stated in this instrument, and as the act and deed of said corporation.

Given under my hand and seal this the 18 day of November, 2025.



Diana Elaine Pine
Notary Public – State of Texas

After Recording Return To:
Lisa L. Gambrell
Isabella L. Vickers
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Boulevard, 57th Floor
Houston, Texas 77056

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2025092097

Pages: 7 Fee: \$45.00

11/20/2025 11:57 AM

OSALINAS



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas



NOLINA

NOLINA RESIDENTIAL ASSOCIATION, INC. RESIDENTIAL DEDICATORY INSTRUMENT ENFORCEMENT, BOARD HEARING, AND FINE POLICY

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

I. PURPOSE

The purpose of this Residential Dedicatory Instrument Enforcement, Board Hearing, and Fine Policy (this “*Policy*”) is to provide Owners with a better understanding of the process of Dedicatory Instrument enforcement, Board hearings, and fines. The Board of Directors (the “*Board*”) of Nolina Residential Association, Inc., a Texas nonprofit corporation (the “*Association*”), has determined that it is in the best interest of the Association to establish this Policy for the property subject to its jurisdiction.

II. APPLICABILITY AND AUTHORITY

The property encumbered by this Policy is that property restricted by the First Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Nolina (Residential Property), recorded under Clerk’s File No. 2025091882 in the Official Public Records of Williamson County, Texas, as same has been or may be amended from time to time (the “*Declaration*”), and any other property which has been or may be annexed into Nolina and made subject to the authority of the Association.

Reference is made to the Declaration for all purposes. Unless otherwise set forth in this Policy, the capitalized terms used in this Policy are defined in the same manner as set forth in the Declaration and the interpretation provision set forth in the Declaration applies to this Policy, which definitions and interpretation provision are incorporated in this Policy by this reference.

Pursuant to the Dedicatory Instruments governing the Property, the Association is vested with the authority to suspend Owners’ use of the Common Areas and to impose reasonable fines against Owners for violations of restrictive covenants contained in the Dedicatory Instruments.

Pursuant to the Dedicatory Instruments governing the Property, the Association is vested with the authority to adopt policies, rules, and guidelines.

The Board adopts this Policy, which runs with the land and is binding on all Owners and Lots within the Property. This Policy is effective upon the recording of same. After the effective date, this Policy replaces any previously recorded or implemented policy that addresses the subjects contained in this Policy.

Invalidation of any one or more of the covenants, conditions, restrictions, or provisions contained in this Policy will in no way affect any one of the other covenants, conditions, restrictions, or provisions of this Policy, which remain in full force and effect.

III. DEDICATORY INSTRUMENT ENFORCEMENT METHODS

A. **209 Notice Required.** Before the Association may suspend an Owner's right to use a Common Area, file a suit against an Owner for violation of a Dedicatory Instrument, charge an Owner for property damage, or levy a fine for a violation of the Dedicatory Instruments, the Association or its agent must give written notice to the Owner as set forth below:

1. **Types of Violations.** Section 209.006 of the Texas Property Code (the "*Code*") refers to curable violations, uncurable violations, and violations which are considered a threat to public health or safety. The types of violations are addressed below. In the event of a Dedicatory Instrument violation, the enforcement procedure to be followed by the Association depends upon whether a violation is curable *and* does not pose a threat to public health or safety or whether the violation is uncurable *or* poses a threat to public health or safety.

a. **Curable Violations** – By way of example and not in limitation, the Code lists the following as examples of curable violations:

- i. a parking violation;
- ii. a maintenance violation;
- iii. the failure to construct improvements or modifications in accordance with approved plans and specifications; and
- iv. an ongoing noise violation, such as a barking dog.

b. **Uncurable Violation** – The Code defines an uncurable violation as a violation that has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. By way of example and not in limitation, the Code lists the following as examples of uncurable violations:

- i. an act constituting a threat to health or safety;
- ii. discharging fireworks;
- iii. a noise violation that is not ongoing; and
- iv. holding a garage sale or other event prohibited by the Dedicatory Instruments.

- c. **Violation that is a Threat to Public Health or Safety** – The Code defines a violation that is a threat to public health or safety as a violation that could materially affect the physical health or safety of an ordinary resident.

If there is reasonable uncertainty as to whether a violation is curable or incurable or a threat to public health or safety, the Board has the authority to make the determination and, therefore, to decide which enforcement procedure will be followed. Provided however, this Policy may not be construed to impose an obligation on the Board to pursue enforcement action with respect to a violation or alleged violation if the Board, in its sole discretion, decides that enforcement action is not warranted or necessary.

2. **Enforcement – Violations that are Curable and Do Not Pose a Threat to Public Health or Safety.** If a violation is curable and does not pose a threat to public health or safety, the Owner will be given a reasonable period to cure the violation, as provided below. The time period given to cure the violation may vary depending upon the violation and the difficulty involved or the effort required to cure the violation. The Board may, but is not obligated to, consider any special circumstance relating to the violation and the cost to cure the violation when determining the applicable period to cure. The enforcement procedure for this type of violation is as follows:

- a. **Courtesy Letter (Optional)** – Upon verification of a curable violation, a courtesy letter may be sent to the Owner describing the violation and requesting that the Owner cure the violation within a stated time period. The Association is not required to send a courtesy letter.
- b. **Violation Letter (Optional)** – After the expiration of the time set forth in the courtesy letter, if sent, or as an initial notice, a violation letter may be sent to the Owner. Depending on the severity of the violation or the history of prior violations on the Owner’s Lot, the violation letter may be the first letter sent to the Owner, as determined in the sole discretion of the Board. The Association is not required to send a violation letter. If sent, the violation letter will include:
- i. a description of the violation;
 - ii. the action required to correct the violation;
 - iii. the time by which the violation must be corrected; and
 - iv. notice that, if the violation is not corrected within the time provided or if there is a subsequent similar violation, a fine may be imposed or other enforcement action may be initiated.

- c. **Demand Letter** – Either upon initial verification of a curable violation, or after the expiration of the time period stated in the courtesy letter or violation letter, if sent, a demand letter may be sent to the Owner. The demand letter must be sent by certified mail or by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier, as well as by any other method that the Board determines will cause the demand letter to be received by the Owner. The demand letter must be sent to the Owner’s last known address as shown in the records of the Association. Depending on the severity of the violation or the history of prior violations on the Owner’s Lot, the demand letter may be the first letter sent (rather than a courtesy letter or a violation letter), as determined by the Board in its sole discretion.
- d. **Content of the Demand Letter** – The demand letter must include the following:
- i. **Violation:** a description of the violation that is the basis for the enforcement action, suspension action, charge, or fine;
 - ii. **Fines and Amounts Due:** the amount of the proposed fine and any amount due to the Association;
 - iii. **Right to Cure:** notice that the Owner is entitled to a reasonable period to cure the violation and avoid the enforcement action, suspension, charge, or fine;
 - iv. **Time to Cure:** a specific date, which must be a reasonable period given the nature of the violation, by which the Owner must cure the violation. If the Owner cures the violation before the date specified, a fine may not be assessed for the violation;
 - v. **Right to Request a Hearing:** a notice that the Owner may request a hearing before the Board, such request to be made in writing on or before the 30th day after the date the notice was mailed to the Owner; and
 - vi. **Active Military Duty:** notice that the Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 et seq.), if the Owner is serving on active military duty.
- e. **Hearing Not Requested** – If a hearing is not properly requested by the Owner, the violation must be cured within the time frame set forth in the demand letter.

- f. **Remedies** – Fines, suspension of the right to use the Common Area, the filing of a lawsuit for a violation of a Dedicatory Instrument, or charging an Owner for property damage may be implemented by the Association after the expiration of the 30-day time frame provided to the Owner to request a hearing. The Owner is liable for, and the Association may collect reimbursement of, reasonable attorney's fees and other reasonable costs incurred by the Association after the conclusion of a hearing, or, if a hearing is not requested, after the date by which the Owner must request a hearing. A notice of violation may also be recorded in the real property records if the violation is not cured within the specified time frame.

3. **Enforcement – Uncurable Violations and Violations that Pose a Threat to Public Health or Safety.** Upon initial verification of an uncurable violation or a violation that constitutes a threat to public health or safety, a demand letter may be sent to the Owner. The demand letter must be sent by certified mail or by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier, as well as by any other method that the Board determines will cause the demand letter to be received by the Owner. The demand letter must be sent to the Owner's last known address as shown in the Association's records.

- a. **Content of the Demand Letter** – The demand letter must include the following:
- i. **Violation:** a description of the violation that is the basis for the enforcement action, suspension action, charge, or fine;
 - ii. **Fines and Amounts Due:** the amount of any fine and any amount due to the Association;
 - iii. **Right to Request Hearing:** notice that the Owner may request a hearing before the Board, such request to be made in writing on or before the 30th day after the date the notice was mailed to the Owner; and
 - iv. **Active Military Duty:** notice that Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 et seq.), if the Owner is serving on active military duty.
- b. **Remedies; Hearing not Requested** – Regardless of whether the Owner chooses to request a hearing, fines, suspension of the right to use the Common Areas, the filing of a lawsuit for a violation of a Dedicatory Instrument, or charging an Owner for property damage may be implemented by the Association after the mailing of the demand letter. The Owner is liable for, and the Association may collect reimbursement of, reasonable attorney's fees and other reasonable costs incurred by the

Association. A notice of violation may also be recorded in the real property records.

4. **Subsequent Similar Violations.** If an Owner has been given notice in accordance with Article III, Section A of this Policy in the preceding 6-month period, notice is not required for the recurrence of the same or a similar violation. The Association may impose fines or suspend the Owner's right to use the Common Area without first sending another demand for compliance.

B. 209 Notice Not Required. The Association is entitled to exercise additional enforcement methods which do not require that a demand letter be sent or an opportunity to request a hearing be offered to the violating Owner as provided in Section A above. Such remedies include, but are not limited to, the following (collectively, the "***Additional Enforcement Methods***"):

1. The Association may exercise its Self Help remedy pursuant to the terms set forth in the Declaration, and any costs associated with the exercise of this remedy are the personal obligation of the Owner and are supported by the lien created in the Declaration.
2. The Association may file a suit for a temporary restraining order or temporary injunctive relief.
3. The Association may temporarily suspend a person's right to use the Common Areas due to a violation that occurred in a Common Area that involved a significant and immediate risk of harm to others in the Property; such temporary suspension is effective until the Board makes a final determination on the suspension action after following the procedures prescribed by Article III, Section A.3 of this Policy.

Although the Additional Enforcement Methods are not subject to the 209 notice requirements set forth in this Policy, they may be subject to certain notice requirements as provided for in the Dedicatory Instruments or by Texas law.

IV. BOARD HEARINGS

In the event an Owner requests a hearing pursuant to Article III, Section A. of this Policy, the following rules will apply.

- A. Hearing Requested** – If a hearing is properly requested by the Owner, the hearing will be held not later than the 30th day after the date the Association receives the Owner's written request for a hearing. If a postponement of the hearing is requested by either the Association or the Owner, a postponement must be granted for a period of not more than 10 days. The hearing may be scheduled outside of these parameters by agreement of the parties.

- B. Hearing Notice** – Notification of the date, time, and place of the hearing will be sent not later than the 10th day before the hearing. The hearing may be held by virtual or telephonic means, in which case the access information for the virtual or telephonic hearing is the “place” of the hearing for purposes of the notice.
- C. Hearing Packet** – The Board must include with the hearing notice a hearing packet containing all documents, photographs, and communications relating to the matter which the Board intends to introduce at the hearing. If the Board fails to provide the hearing packet to the Owner at least 10 days before the hearing, the Owner is entitled to an automatic 15-day postponement of the hearing.
- D. Owner’s Evidence** – Owners are expected to provide copies of any documentary evidence the Owner intends to introduce at the Board hearing to the Board no later than 5 days before the Board hearing.
- E. Ruling** – The Board is not required to deliberate or to reach a determination during the Board hearing; rather, all information gleaned from the Board hearing may be taken under advisement by the Board. The Association or its managing agent may inform the Owner of the Board’s decision in writing within 30 days of the date of the hearing. If there is no written communication from the Association or its managing agent within this timeframe, the violation will remain standing.
- F. Time Limit** – The Board may set a time limitation for the Board hearing, to be determined at the Board’s sole discretion, taking into account factors including, but not limited to, the complexity of the issues, the number of exhibits, and whether witnesses will be presented. The Board may communicate the time limitation in any manner to the Owner and will make every effort to communicate the time limitation to the Owner in advance of the date of the hearing. The time limitation will be strictly adhered to and is intended to strike a balance between (i) allowing the Association ample time to present its case; (ii) allowing the Owner ample time to present the Owner’s response; and (iii) the Board’s finite amount of time available to consider such violations.
- G. Conducting the Hearing** – During the hearing, a member of the Board or the Association’s designated representative will first present the Association’s case against the Owner. The Owner or the Owner’s designated representative is then entitled to present the Owner’s information and issues relevant to the dispute. The Board may ask questions of the Owner or the Owner’s designated representative.

All parties participating in the Board hearing are expected to treat each other professionally and respectfully. The Board reserves the right to terminate a Board hearing if the Board, in its sole and absolute discretion, determines the Board hearing has become unproductive or contentious. The Board, in its sole and absolute discretion, reserves the right to reconvene any Board hearing that is terminated pursuant to this Section.

Either party may make an audio recording of the hearing.

- H. Number of Hearings** – Upon receipt of a demand letter as set forth in Article III, Owners are entitled to request only 1 Board hearing as it relates to the violations set forth in the demand letter, unless the Board, in its sole and absolute discretion, agrees to allow additional hearings.
- I. Alternative Dispute Resolution** – In accordance with Section 209.007(e) of the Code, an Owner or the Board may use alternative dispute resolution services.

V. FINES

Subject to the notice provisions set forth in Article III, Section A. of this Policy, the Association may impose reasonable monetary fines against an Owner in accordance with the below schedule. For violations of the Dedicatory Instruments which are curable and which are not a threat to public health or safety, the Association may continue to assess fines, as set forth in the schedule below, until the violation is cured. Fines may be assessed for any violation of the Dedicatory Instruments, including, but not limited to, architectural violations, violations for using a Lot in a prohibited manner, failure to take required action, and failure to maintain a Lot or the structures thereon.

Pursuant to Section 202.008 of the Code, no fines may be levied against an Owner for a violation of an applicable Dedicatory Instrument that requires the Owner to plant or install grass or turf or to maintain green vegetation or turf or that prohibits discolored or brown vegetation on the Owner’s Lot (i) during a period when the Owner’s Lot is subject to a residential water restriction during which discolored or brown vegetation or turf could reasonably result; and (ii) before the 60th day after the date of an applicable residential water restriction. For purposes of this Policy, “residential water restriction” means a temporary restriction on the use of water to irrigate residential vegetation or turf that is mandated by a municipality, water utility, or other wholesale or retail water supplier as part of a strategy to conserve water during a period of drought.

Pursuant to Section 209.0061 of the Code, below is a schedule of fines for each general category of violation for which the Association may assess fines:

Curable Violations

Notice	Time to Cure (estimate)	Fine Amount if not Cured
Courtesy Notice (if sent)		No Charge
Violation Notice (if sent)		No Charge
Pre-Fine Notice (if sent)		No Charge
1 st Notice (Chapter 209 - Demand Letter)	30 days	\$50.00
2 nd Notice of Fine Letter	30 days	\$100.00
3 rd Notice of Fine Letter	30 days	\$200.00
Subsequent Notice of Fine Letters for the same or substantially similar violation	30 days	\$200.00

Uncurable Violations and Violations Posing a Threat to Public Health or Safety

Notice	Time to Cure (estimate)	Fine Amount
Fine Letter for Uncurable Violations or Violations that are a Threat to Public Health or Safety	N/A	\$200.00

Notwithstanding the foregoing and pursuant to Section 209.0061(c) of the Code, the Board reserves the right to levy a fine from the schedule of fines that varies on a case-by-case basis. Specifically, the Board has sole and absolute discretion to set the amount of the fine (if any) as it reasonably relates to the violation of the Dedicatory Instruments, taking into account factors including, but not limited to, the severity of the violation and the number of Owners affected by the violation. Any adjustment to this fine schedule by the Board may not be construed as a waiver of the fine schedule or the Dedicatory Instruments. Fines against an Owner will be assessed against the Owner’s Lot. The Owner will be responsible for the actions of all residents, guests, and invitees of the Owner and any fines against such residents, guests, and invitees will also be assessed against the Owner’s Lot.


[SIGNATURE PAGE FOLLOWS]

CERTIFICATION

I certify that as President of Nolina Residential Association, Inc., a Texas nonprofit corporation, the foregoing Residential Dedicatory Instrument Enforcement, Board Hearing, and Fine Policy was approved on the 17 day of November, 2025, at a meeting of the Board of Directors at which a quorum was present.

DATED this 18 day of November, 2025.

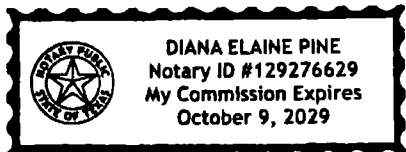
Nolina Residential Association, Inc.,
a Texas nonprofit corporation

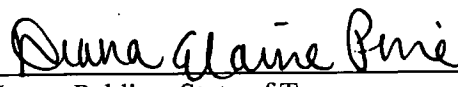
By: 
Print Name: Matt Banks
Title: President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, on this day personally appeared Matt Banks, the President of Nolina Residential Association, Inc., a Texas nonprofit corporation, known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes and in the capacity expressed in this instrument, and as the act and deed of said corporation.

Given under my hand and seal this the 18 day November 2025.




Notary Public – State of Texas

After Recording, Return To:
Lisa L. Gambrell
Isabella L. Vickers
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Blvd., 57th Floor
Houston, Texas 77056

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2025092098

Pages: 11 Fee: \$61.00

11/20/2025 11:57 AM

OSALINAS



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas



NOLINA RESIDENTIAL ASSOCIATION, INC.
SOLAR ENERGY DEVICES AND ROOFING MATERIALS POLICY

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

I. PURPOSE

The purpose of this Solar Energy Devices and Roofing Materials Policy (this “**Policy**”) is to provide guidance regarding the installation of solar devices and roofing materials pursuant to Texas Property Code Sections 202.010 and 202.011. The Board of Directors (the “**Board**”) of Nolina Residential Association, Inc., a Texas nonprofit corporation (the “**Association**”), has determined that it is in the best interest of the Association to establish this Policy concerning the installation of solar energy devices and roofing materials on property subject to its jurisdiction.

II. APPLICABILITY AND AUTHORITY

The property encumbered by this Policy is that property restricted by the First Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Nolina (Residential Property), recorded in the Official Public Records of Williamson County, Texas, under Clerk’s File No. 2025091882, as same has been or may be amended from time to time (the “**Declaration**”), and any other property which has been or may be subsequently annexed into Nolina and made subject to the authority of the Association.

Reference is made to the Declaration for all purposes. Unless otherwise set forth in this Policy, the capitalized terms used in this Policy are defined in the same manner as set forth in the Declaration and the interpretation provision set forth in the Declaration applies to this Policy, which definitions and interpretation provision are incorporated in this Policy by this reference.

Any reference made in this Policy to approval by the Architectural Review Committee (“**ARC**”), means prior written approval by the ARC.

Pursuant to the Dedicatory Instruments governing the Property, the Association is vested with the authority to adopt policies, rules, and guidelines.

Pursuant to the authority granted in Sections 202.010 and 202.011 of the Texas Property Code, the Board adopts this Policy, which runs with the land and is binding on all Owners and Lots within the Property. This Policy is effective upon the recording of same. After the effective date, this Policy replaces any previously recorded or implemented policy that addresses the subjects contained in this Policy.

Invalidation of any one or more of the covenants, conditions, restrictions, or provisions contained in this Policy will in no way affect any one of the other covenants, conditions, restrictions, or provisions of this Policy, which remain in full force and effect.

III. SOLAR DEVICES AND ROOFING MATERIALS POLICY

A. SOLAR ENERGY DEVICES

Solar energy devices, as referred to in this Policy, are defined as set forth in the Texas Tax Code §171.107. Pursuant to Texas Property Code §202.010(a)(2), the term “solar energy devices” includes solar roof tiles.

Prohibited Solar Energy Devices:

Pursuant to Texas Property Code §202.010, Solar energy devices are prohibited in the following circumstances:

1. Solar energy devices that have been adjudicated by a court to be a threat to public health or safety or to violate a law;
2. Solar energy devices that are located on property owned or maintained by the Association;
3. Solar energy devices that are located on property that is owned in common by the Members;
4. Solar energy devices that are located on the Owner’s property, other than:
 - a. On the roof of the Dwelling or another permitted structure; or
 - b. In a fenced yard or patio owned and maintained by the Owner;
5. Roof-mounted solar energy devices that extend higher than or beyond the roofline;
6. Subject to Item 7 below, if roof mounted, solar energy devices that are mounted in an area other than the back of the home;
7. Roof-mounted solar energy devices that are located in an area *other* than an area designated by the Association, unless the alternate location increases the estimated annual energy production by more than 10% above the area designated by the Association (as determined by a publicly available modeling tool provided by the National Renewable Energy Laboratory);

8. Roof-mounted solar energy devices that do not conform to the slope of the roof and have a top edge that is not parallel to the roofline;
9. Roof-mounted solar energy devices that have frames, support brackets, or visible piping or wiring containing colors other than silver, bronze, or black tones;
10. Solar energy devices that are located in a fenced yard or patio that are taller than the fence;
11. Solar energy devices that, as installed, void material warranties; and
12. Solar energy devices that were installed without prior approval by the Association or ARC.

If the proposed solar energy devices do not fall within one of the above-prohibited categories, the Association or ARC may not withhold approval of the installation of the solar energy devices unless the Association or ARC determines in writing that placement of the solar energy devices, as proposed by the Owner, constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to a person of ordinary sensibilities. The written approval of the Owner's proposed location by all Owners of adjoining property constitutes prima facie evidence that such a condition does not exist.

B. ROOFING MATERIALS

Pursuant to Texas Property Code §202.011, the installation of the following roofing materials is permitted:

1. Wind or hail resistant roofing materials;
2. Materials that provide heating and cooling efficiencies greater than those provided by customary composite shingles; and
3. Materials that provide solar generation capabilities.

The above-enumerated acceptable materials, when installed, must:

1. Resemble the shingles used or otherwise authorized for use within the Property;
2. Be more durable than, and of equal or superior quality to, the shingles authorized for use within the Property; and
3. Match the aesthetics of the property surrounding the Owner's property.

C. ARC APPROVAL

An applicant's submission of plans must include a completed application for ARC review, a site plan or roof plan showing the proposed location of the improvement, along with pictures showing the location of the modification and the manufacturer's brochures or a sample of material, if applicable. The color of the materials being used in relation to the roof or house color, the visibility from public streets and neighboring properties or Common Areas, and any noise created or light reflected are of specific concern to the Association and the ARC.

Any installation not in compliance with this Policy is considered a violation of the Dedicatory Instruments governing the Property.

This Policy does not apply to property that is owned or maintained by the Association.

[SIGNATURE PAGE FOLLOWS]

CERTIFICATION

I certify that, as President of Nolina Residential Association, Inc., a Texas nonprofit corporation, the foregoing Solar Energy Devices and Roofing Materials Policy was approved on the 17 day of November, 2025, at a meeting of the Board of Directors at which a quorum was present.

DATED, this the 18 day of November, 2025.

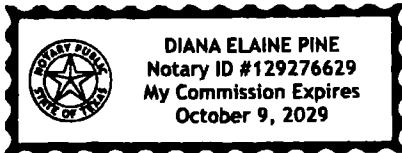
Nolina Residential Association, Inc.,
a Texas nonprofit corporation

By: *Matt Banks*
Print Name: Matt Banks
Title: President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, on this day personally appeared Matt Banks, the President of Nolina Residential Association, Inc., a Texas nonprofit corporation, known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes and in the capacity stated in this instrument, and as the act and deed of said corporation.

Given under my hand and seal this the 18 day of November, 2025.



Diana Elaine Pine
Notary Public – State of Texas

After Recording Return To:
Lisa L. Gambrell
Isabella L. Vickers
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Boulevard, 57th Floor
Houston, Texas 77056

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2025092099

Pages: 6 Fee: \$41.00

11/20/2025 11:57 AM

OSALINAS



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas



NOLINA

NOLINA RESIDENTIAL ASSOCIATION, INC. SECURITY MEASURES POLICY

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

I. PURPOSE

The purpose of this Security Measures Policy (the “*Policy*”) is to provide guidance regarding security measures on Lots as authorized by Texas Property Code 202.023 (the “*Code*”). The Board of Directors (the “*Board*”) of Nolina Residential Association, Inc., a Texas nonprofit corporation (the “*Association*”), has determined that it is in the best interest of the Association to establish this Policy regarding security measures on property subject to its jurisdiction.

II. APPLICABILITY AND AUTHORITY

The property encumbered by this Policy is that property restricted by the First Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Nolina (Residential Property), recorded under Clerk’s File No. 2025091882 in the Official Public Records of Williamson County, Texas, as same has been or may be amended from time to time (the “*Declaration*”), and any other property which has been or may be annexed into Nolina and made subject to the authority of the Association.

Reference is made to the Declaration for all purposes. Unless otherwise set forth in this Policy, the capitalized terms used in this Policy are defined in the same manner as set forth in the Declaration and the interpretation provision set forth in the Declaration applies to this Policy, which definitions and interpretation provision are incorporated in this Policy by this reference.

Any reference made in this Policy to approval by the Architectural Review Committee (the “*ARC*”), means prior written approval by the ARC.

Pursuant to the Dedicatory Instruments governing the Property, the Association is vested with the authority to adopt policies, rules, and guidelines.

Pursuant to the authority granted in the Code, the Board adopts this Policy, which runs with the land and is binding on all Owners and Lots within the Property. The provisions of this Policy are in addition to any other applicable guidelines, rules, or policies. This Policy is effective upon the recording of same. After the effective date, in the event of a conflict between the terms of this Policy and any previously adopted guidelines, rules, or policies addressing security measures, this Policy will control.

Invalidation of any one or more of the covenants, conditions, restrictions, or provisions contained in this Policy will in no way affect any one of the other covenants, conditions, restrictions, or provisions of this Policy, which remain in full force and effect.

III. SECURITY MEASURES POLICY

1. **ARC Application Required.** Before any security measure contemplated by Section 202.023(a) of the Code is constructed or otherwise erected on a Lot, an ARC application must be submitted to the Association and approved in writing in accordance with the Dedicatory Instruments. The following information must be included with the application:

- a. Type of proposed security measure;
- b. Location of proposed security measure;
- c. General purpose of proposed security measure; and
- d. Proposed construction plans or site plan.

Owners should be aware of the following issues when seeking approval for and installing a security measure:

- a. The location of property lines for the Lot. Each Owner should consider obtaining a survey before installing a security measure;
- b. Easements in the area in which the security measure is to be installed; and
- c. Underground utilities in the area in which the security measure is to be installed.

The Association is not obligated to and will not review an Owner's ARC security measure application for the above-referenced issues. Owners should be aware that a security measure may have to be removed if a person or entity with superior rights to the location of a security measure objects to the placement of the security measure.

2. **Type of Fencing.** The Code authorizes the Association to regulate the type of security measure fencing that an Owner may install on a Lot.

a. **Security Measure Fencing in General.** The following type of security measure fencing is approvable:

- i. Steel flat top metal fencing measuring 6 feet in height. Fence must be painted black. Decorative embellishments are prohibited.
- ii. Pickets must be 3/4", 4" on center with 1-1/4" top and bottom rails.
- iii. When a metal picket fence meets a wood fence, the metal fence may not be attached to the wood fence. The metal fence is to be terminated with a 3-inch post adjacent to the wood post.

The ARC has the discretion to determine any other types of approvable security measure fencing that are in addition to the type listed in this Policy.

b. **Placement of Security Measure Fencing.** The placement of all fencing must comply with all state and local regulations. No fence may be installed in any manner that would prevent someone from accessing property that they have a right to use or access. The installation of fencing closer to a street than the building setback line of the appurtenant Dwelling is addressed in detail in the Declaration. In addition, security measure fencing may not be located on a Lot such that the security measure fencing obstructs any one of the following:

- i. A license area, as defined by a written license agreement or an applicable plat;
- ii. A sidewalk in the public right of way or a sidewalk otherwise installed for public or community use; or
- iii. A drainage easement or area.

c. **Driveway and Pedestrian Gates.** Any driveway or pedestrian gates installed on a Lot must be comprised of the same material as the security measure fencing to which the gate is attached and must swing inward. All equipment appurtenant to a driveway or pedestrian gate must be kept screened from Public View with evergreen shrubs.

Driveway gates installed across driveways that intersect with laned roadways must be set back at least 10 feet from the adjacent right of way. For purposes of this Policy, “laned roadway” has the meaning prescribed to it by Section 541.302 of the Texas Transportation Code or its successor statute.

d. **Shared Security Measure Fencing.** If the proposed security measure fencing is located on one or more shared Lot lines with adjacent Lot(s) (the “***Affected Lots***”), all Owners of record of the Affected Lots must sign the ARC application evidencing their consent to the security measure fencing before the requesting Owner (the “***Requesting Owner***”) submits the ARC application to the ARC. In the event that the Affected Lot Owner(s) refuse to sign the ARC application as required by this section, the Affected Lot Owner(s) and Requesting Owner acknowledge and agree that the Association has no obligation to participate in the resolution of any resulting dispute in accordance with this Policy.

3. **Burglar Bars and Security Screens.** All burglar bars, security screens, and front door entryway enclosures must be black, or any color approved by the ARC. Notwithstanding the foregoing, the ARC has the discretion to approve another color for burglar bars, security screens, and front door entry enclosures if, in the sole and absolute discretion of the ARC (subject to an appeal to the Board in the event of an ARC denial), the proposed color of the burglar bars, security screens, and front door entryway enclosures complements the exterior color of the Dwelling. All burglar bars and front door entry enclosures must be comprised of straight horizontal cross-rails and straight vertical

3

pickets. Decorative elements and embellishments (whether part of the original construction of the burglar bar or security screen or an add-on) of any type are prohibited on burglar bars, security screens, and front door entryway enclosures.

4. **Location.** In addition to the location requirements applicable to security measure fencing, as set forth in this Policy, a security measure may be installed only on an Owner's Lot and may not be located on, or encroach on, another Lot, street right of way, Common Area, or any other property owned or maintained by the Association.

5. **Disputes; Disclaimer; Indemnity.** Security measures, including, but not limited to, security cameras and security lights, may not be permitted to be installed in a manner that the security measure is aimed or directed at an adjacent property which would result in an invasion of privacy or cause a nuisance to a neighboring Owner or Occupant. **In the event of a dispute between Owners or Occupants regarding security measure fencing, or a dispute between Owners or Occupants regarding the aim or direction of a security camera or security light, the Association has no obligation to participate in the resolution of the dispute. The dispute will be resolved solely by and between the Owners or Occupants.**

EACH OWNER AND OCCUPANT OF A LOT WITHIN THE PROPERTY ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, INCLUDING ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES, AND THE ARC, ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY DWELLING OR LOT THAT HAS A SECURITY MEASURE THAT HAS BEEN OR WILL BE INSTALLED PURSUANT TO THIS POLICY ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO DWELLINGS AND IMPROVEMENTS, AND TO THE CONTENTS OF DWELLINGS AND IMPROVEMENTS, AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, INCLUDING ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES, AND THE ARC, HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER OR OCCUPANT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY SECURITY MEASURE THAT MAY BE APPROVED BY THE ARC PURSUANT TO THIS POLICY.

OWNERS OF LOTS WITHIN THE PROPERTY AGREE TO INDEMNIFY, PROTECT, RELEASE, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE ASSOCIATION AND THE ASSOCIATION'S MANAGEMENT COMPANY, INCLUDING THEIR RESPECTIVE DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES, AND COMMITTEE MEMBERS COMPRISING THE ARC (COLLECTIVELY REFERRED TO AS THE "INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS (INCLUDING, WITHOUT LIMITATION, CLAIMS BROUGHT BY AN OWNER OR OCCUPANT) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO A SECURITY MEASURE GOVERNED BY THIS POLICY. THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND

4

INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES' OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE, OR CONTRIBUTORY CAUSE OF ANY CLAIM.

The installation of a security measure that is not in compliance with this Policy is considered a violation of the Dedicatory Instruments governing the Property.

[SIGNATURE PAGE FOLLOWS]

CERTIFICATION

I certify that, as President of Nolina Residential Association, Inc., a Texas nonprofit corporation, the foregoing Security Measures Policy was approved on the 17 day of November, 2025, at a meeting of the Board of Directors at which a quorum was present.

DATED, this the 18 day of November, 2025.

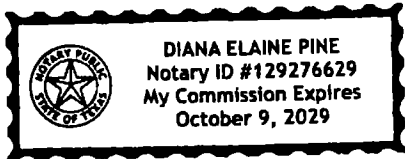
Nolina Residential Association, Inc.,
a Texas nonprofit corporation

By: *Matt Banks*
Print Name: Matt Banks
Title: President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, on this day personally appeared Matt Banks, the President of Nolina Residential Association, Inc., a Texas nonprofit corporation, known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes and in the capacity stated in this instrument, and as the act and deed of said corporation.

Given under my hand and seal this the 18 day of November, 2025.



Diana Elaine Pine
Notary Public – State of Texas

After Recording, Return To:
Lisa L. Gambrell
Isabella L. Vickers
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Blvd., 57th Floor
Houston, Texas 77056

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2025092100

Pages: 7 Fee: \$45.00

11/20/2025 11:57 AM

OSALINAS



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas



NOLINA

NOLINA RESIDENTIAL ASSOCIATION, INC. FACILITY RENTAL POLICY

NOLINA AMENITY CENTER

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

I. PURPOSE

The purpose of this Facility Rental Policy, Nolina Amenity Center (this “*Policy*”) is to provide guidance regarding the use and enjoyment of Wildflower House, the Bistro Lawn, and the back patio all located within the Nolina amenity center at 610 Golden Sage Avenue, Georgetown, Texas 78633 (the “*Facility*”) by Owners and Occupants of the Nolina residential development. The Board of Directors (the “*Board*”) of Nolina Residential Association, Inc., a Texas nonprofit corporation (the “*Association*”), has determined that it is in the best interest of the Association to establish this Policy concerning the use and enjoyment of the Facility.

II. APPLICABILITY AND AUTHORITY

The property encumbered by this Policy is that property restricted by the First Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Nolina (Residential Property), recorded under Clerk’s File No. 2025091882 in the Official Public Records of Williamson County, Texas, as same has been and may be amended from time to time (the “*Declaration*”), and any other property which has been or may be subsequently annexed into Nolina and made subject to the authority of the Association.

Reference is made to the Declaration for all purposes. Unless otherwise specified in this Policy, the capitalized terms used in this Policy have the meanings set forth in the Declaration and the interpretation provision set forth in the Declaration applies to this Policy, which definitions and interpretation provision are incorporated in this Policy for all purposes by this reference.

Pursuant to Article IX, Section A of the Declaration, the Board has the authority to promulgate rules and policies concerning the administration of the Property, including the use of the Common Area.

The Board adopts this Policy, which runs with the land and is binding on all Owners and Lots within Nolina. This Policy is effective upon the recording of same. After the effective date, this Policy replaces any previously recorded or implemented policy that addresses the subjects contained in this Policy.

Invalidation of any one or more of the covenants, conditions, restrictions, or provisions contained in this Policy will in no way affect any one of the other covenants, conditions, restrictions, or provisions of this Policy, which remain in full force and effect.

III. FACILITY RENTAL POLICY

The Association offers use and enjoyment of the Facility to Members and guests through community group reservations and rentals for private events. Activities and the use of the Facility must comply with the Community Wide Standard established and existing throughout Nolina, as determined in the sole and absolute discretion of the Board.

In consideration of the privileges of reservation and rental use of the Facility, Applicants (defined below) agree on their own behalf, and on behalf of their agents, contractors, licensees, invitees, participants, and guests (collectively, "*Attendees*"), to be bound by this Policy.

IV. ELIGIBILITY

Reservations and rentals of the Facility are limited to individuals residing in Nolina and are for social use only. No events that produce revenue or that are intended to produce revenue for personal gain are permitted. Only 1 rental event per quarter will be accepted for each Nolina Homesite. An eligible individual applying to rent the Facility ("*Applicant*") may not reserve additional dates until the individual's current reservation is complete.

Applicants must (i) be 21 years of age or older, (ii) be a legal Owner or lessee of a Lot in Nolina, (iii) show acceptable proof of residency in Nolina, and (iv) provide proof of insurance as required by this Policy. All Applicants are required to be Members in Good Standing with the Association (for Applicants who are leasing a Lot within Nolina, the Lot Owner must be a Member in Good Standing).

V. PROCEDURES FOR RESERVING THE FACILITY

To rent the Facility, an Applicant must submit a completed Facility Rental Application and Agreement ("*Rental Agreement*") to the Association via hand delivery to the Facility or via online submission through the Nolina mobile application. The Rental Agreement is available on the Association's website. The Facility is available to Applicants on a first-come, first-served basis; provided, however, all reservation requests must be received at least 14 business days prior to the rental event and no more than 90 business days prior to the rental event.

All Rental Agreements are administered, reviewed, and approved or disapproved by the Association or its designated representative. Within 7 business days of its receipt of a Rental Agreement, the Association will advise the Applicant of whether the Facility is available for rent on the requested date and times and, therefore, whether the rental event has been approved. In the event the Association fails to notify an Applicant to confirm the availability of the Facility, the Facility is deemed unavailable. The submission of a Rental Agreement prior to notification of approval from the Association does not reserve the Facility.

Rental Agreements for the rental of the Facility and payment related to same will only be accepted from an eligible Applicant. The person signing the Rental Agreement must handle all transactions, inquiries, and changes related to the rental of the Facility. The Applicant is required to be present at the rental event and available to the Association during the entire course of the rental event for which the Applicant made a reservation. The Applicant must provide the name

Copyright © 2025 by Roberts Markel Weinberg Butler Hailey PC, all rights reserved. 2

and contact information for at least one alternate individual who may serve as a contact for the rental event.

The privilege of rental and use of the Facility is exclusive to the Applicant. The Applicant may not sublease or assign the Applicant's reservation to any other individual, group, or organization, nor use the Facility for any other purpose other than that which is stated on the Rental Agreement. Rental events are for the specific areas selected in the Rental Agreement and no other areas or amenities within Nolina may be used for rentals. The Facility does not include the fitness center the pool located within the Facility. The Applicant is responsible for ensuring that all Attendees remain at the reserved area of the Facility for the duration of the rental event.

The Association reserves the right to deny a Rental Agreement based on the Applicant's or the Attendees' previous rental history at the Facility. In addition, the Association reserves the right to deny Rental Agreements that (i) are deemed to be divisive, illegal, immoral, or not in keeping with the Community Wide Standard established and existing throughout the Property, as determined in the sole and absolute discretion of the Board, or (ii) violate any Dedicatory Instrument encumbering the Property.

All Rental Agreements are revocable by the Association at any time.

VI. RENTAL GUIDELINES

A. Rental Dates and Times

1. Available Rental Dates and Times. The Facility is available for rent on the following dates and times:

Sunday – Saturday
8:00am – 10:00pm

There is a maximum of 4 hours (including set-up and clean-up) per reservation. Applicants understand that rental events that occur during business hours (Monday – Friday, 8:00 AM – 5:00 PM) are subject to business traffic. Only one rental event is allowed per location per day.

Any changes in the date and time for a rental event (the “*Access Period*”) must be approved by the Association no less than 7 business days prior to the rental event. Additional time is not available for purchase during a rental event.

2. Completion of Rental Event. The Facility, including parking lots, must be promptly cleared and vacated within 30 minutes after the end of the approved Access Period. Failure of Applicant and any Attendees to vacate the Facility at the designated time may result in Applicant's forfeiture of the security deposit.
3. Unavailable Rental Dates; Holiday Rentals. The Association, in its sole and absolute discretion, reserves the right to restrict dates that the Facility is available for rentals, which restrictions may include limitations on rentals on major federal

holidays. Rental events taking place on major federal holidays may be subject to additional rental fees.

B. Conduct and Compliance with Applicable Laws and Deed Restrictions

Applicant and all Attendees using the Facility must comply with (i) the laws of the United States and the State of Texas, (ii) all rules, regulations, laws, and ordinances adopted by Williamson County, Texas, and (iii) Association rules, regulations, and deed restrictions. Applicant and all Attendees will be subject to all applicable law enforcement penalties while on Association premises.

Applicant and all Attendees must conduct themselves in a manner which will not interfere with Association staff or with residents of Nolina, or the residents' enjoyment of Nolina. Obnoxious, abusive, destructive, reckless, rude, or boisterous behavior will not be tolerated.

Applicant assumes full responsibility for the character, acts, and omissions of all the Attendees attending the rental event which might result in a violation of any of the terms and conditions set forth in this Policy.

The Association has the right, but not the obligation, to remove from the Facility, any objectionable person or persons. Persons visibly under the influence of drugs or alcohol will be required to leave the Facility and surrounding areas.

C. Rental Occupancy Limits

No more than 50 persons are permitted to occupy Wildflower House at any one time.

No more than 50 persons are permitted to occupy the Bistro Lawn at any one time.

No more than 50 persons are permitted to occupy the Facility back patio at any one time.

D. Parking

Applicant and Attendees must park motor vehicles in accordance with applicable laws and posted regulations. Parking is available on a first-come, first served basis and may not be reserved in advance. Parking is permitted only in designated areas. There is no guarantee that all parking spaces located at the Facility will be available for a rental event. No street parking or parking along the turn into the Facility is permitted. Attendee and vendor parking is not permitted on Golden Sage Avenue in front of the model homes.

Applicant and Attendees are required to remain inside the Facility or within the confines of the outside patio serving the Facility throughout the duration of the Access Period. Attendees are not permitted to remain in their cars, in the parking lot, or on the streets or sidewalks adjacent to the Facility except upon arrival and departure. Attendees may not cause excessive vehicle noise or vehicle audio system noise, cause undue traffic congestion, or drive recklessly when arriving at or departing from the rental event.

E. Posters and Signs

No signs of any sort may be posted throughout the Property or at the Facility and no advertising leaflets, papers, or written materials may be distributed within the Property or at the Facility without the consent of the Board.

F. Equipment

No outside equipment, including personal cooking devices, portable grills, smoker pits, barbeque trailers, smoke machines, inflatable units, and special lighting, is permitted within the Facility or on the premises without the prior written consent of the Board. The Board reserves the right to prohibit outside equipment or rental services from being brought into the Facility if, in the Board's sole and absolute discretion, such outside equipment or rental services will potentially create additional risk to the Facility or its furnishings or if such outside equipment or rental services will necessitate additional custodial or staffing services. The Board reserves the right to impose additional insurance requirements for any equipment or rental services that are brought into the Facility.

Catering services are allowed to arrive at the Facility 1 hour prior to the commencement of the Access Period. **No heating equipment is allowed at the Facility except for caterer's heating devices.** Only caterers are permitted to access the Facility one hour prior to the commencement of the Access Period; neither Applicant nor any Attendee may access the Facility prior to the commencement of the Access Period for general set up purposes.

Equipment located in the Facility includes a refrigerator, microwave, coffee machine, dishwasher, and television. At the termination of the rental event, all food must be removed from the refrigerator, all dishes must be removed from the dishwasher, and all equipment must be left in a clean condition. Furniture in the Facility may not be rearranged.

The storage of any supplies or equipment prior to or following a rental event is not permitted.

G. Chairs and Tables

Applicant may reserve tables and chairs from the Association at no additional cost. Applicant must request how many tables and chairs Applicant needs based on the number of Attendees anticipated to attend the rental event. Applicant must make the reservation request on the Rental Application. Applicant is responsible for the assembly, set up, and breakdown of all tables and chairs used during the rental event.

Tables, chairs, and other objects may not block or impede the flow of traffic in or out of any exits to or from the building. Doors may not be propped open during the rental event. All Attendees must enter the building through the main Facility entrance.

Upon termination of the rental event, all tables and chairs must be returned to their original location.

H. Music and Sound Levels

The Association may monitor the sound level of musical or sound equipment utilized during the rental event, and the Association reserves the right to require an Applicant to reduce sound levels if, in the sole and absolute discretion of the Board, such reduction is deemed necessary. Failure to reduce sound levels upon request by the Association may result in immediate termination of the rental event and the forfeiture of the security deposit.

I. Smoking; Glass Containers

Smoking is prohibited at the Facility. Glass containers are permitted inside the Facility; however, glass containers are prohibited on the Facility's exterior grounds and parking lot.

J. Alcohol

To the extent applicable, Applicant is responsible for obtaining all licenses that the Texas Alcohol Beverage Commission (TABC) may require for the service of alcoholic beverages at the Facility. The Applicant must obey all state alcohol regulations and is responsible for fines should those regulations be violated. In addition, the Applicant is responsible for ensuring that any bartender or other server hired by the Applicant to serve alcohol during a rental event maintains a current seller/server certification from the TABC. The Board reserves the right to request that the Applicant provide evidence that any bartender or other server maintains a current seller/server certification from the TABC, and failure of the Applicant to provide such evidence to the Board upon request may result in the cancellation or termination of the rental event and forfeiture of the security deposit.

Applicant assumes responsibility for ensuring that (i) no Attendee under the age of 21 is served or consumes alcoholic beverages at the Facility, (ii) no Attendee who is intoxicated is served alcoholic beverages at the Facility, and (iii) no Attendee who is intoxicated is permitted to drive when leaving the Facility. If any Attendees under the age of 21 or any uninvited persons under the age of 21 attend the rental event and bring alcohol to the Facility, the Applicant must notify local law enforcement personnel to seek assistance.

Alcoholic beverages may only be consumed inside the Facility. No alcohol may be consumed in the parking lot or in areas adjacent to the Facility. Any rental event that includes alcohol will require a security officer, as provided in this Policy. Alcohol service must end at least 30 minutes prior to the end of the Access Period or at the time when the professional bartending service leaves the rental event.

Alcohol may not be sold at the Facility.

K. Animals

No animals are permitted at the Facility unless otherwise authorized by law.

L. Decorations

Only freestanding decorations may be used during rental events. No decorations of any type may be attached to the structures, ceilings, walls, or furnishings within the Facility. No tape, pins, staples, glitter, confetti, rice, birdseed, silly string, piñatas, or candles (except cake candles) are permitted at the Facility or anywhere on the premises or grounds adjacent to the Facility. String lighting, decorations, and wires are not allowed on or in the outdoor plants, trees, or light poles located at the Facility. No helium balloons are permitted at the Facility or the back patio. Non-helium balloons (i.e., balloon arches) are permitted at the Facility. No fireworks are permitted anywhere in the Property.

All table centerpieces and other decorations must meet fire and safety codes and regulations (i.e., no open flames, except for cake candles).

During any given month, including during the holiday season, seasonal decorations may be displayed at the Facility and such decorations may not be moved or taken down during any rental event.

M. Table Coverings

Table coverings must be used on any table where food, beverages, paints, markers, crayons, or any other liquids will be stored, used, or consumed. Plastic, paper, or cloth covering varieties are permitted and must be provided by the Applicant. No tape or staples may be used to attach table coverings to the tables within the Facility.

N. Clean Up

The Applicant must return the Facility and its furnishings, equipment, and property in substantially the same condition as received. Before leaving the Facility, the Applicant must (i) clear all tables and remove all decorations and personal belongings, and (ii) clean the kitchenette and restrooms, if used during the rental event. Applicant is responsible for properly disposing of all trash upon the termination of the rental event. Garbage cans with bags will be provided for use during the rental event. No trash may be stored or left behind at the Facility at the conclusion of the rental event. Applicant must bag all trash in appropriate garbage bags and dispose of the trash in the garbage cans located at the backside of the pool house at the Facility upon termination of the rental event.

O. Non-Conforming Events

Rental events that do not conform to the Community Wide Standard (as determined in the sole and absolute discretion of the Board), the requirements and standards stated in this Policy, and any violations by Applicant and any Attendees may result in immediate cancellation or termination of the rental event and forfeiture of the security deposit.

P. Event Security

The Association has the right to require uniformed security officers for any rental event. In general, any rental event at which alcohol will be served is required to have a minimum of 1 uniformed security officer for every 50 Attendees expected to be present at the rental event.

The Association reserves the right to require additional security officers, paid for by the Applicant, if, in the sole and absolute discretion of the Board, it is deemed there is an additional security need based on factors such as, by way of illustration and not in limitation, the number of Attendees, the average age of the Attendees, the nature of the rental event and activities conducted at the rental event, the hours and duration of the rental event, the presence of live entertainment at the rental event, and past experience with a group.

Cost for security, as determined by the Association, will be added to the Facility rental cost. All fees are due at least 7 business days prior to the rental event. Failure to make payment at least 7 business days prior to the rental event may result in cancellation of the rental event and forfeiture of the security deposit.

Security officers will be scheduled by the Association; Applicants are not permitted to provide their own security officers. Security officers scheduled by the Association will be in attendance for the full duration of the rental event at the Facility, beginning a minimum of 30 minutes prior to commencement of the Access Period and ending a minimum of 30 minutes after the conclusion of the Access Period. This requirement may be modified at the discretion of the Board. Security officers must be booked for a minimum of 4 hours, including 30 minutes prior to the rental event and 30 minutes after the rental event.

Security officers have full authority to enforce the provisions of this Policy and all laws, rules, regulations, and deed restrictions applicable to the Facility.

If uniformed law enforcement officers are called to the Facility due to a disturbance, the Applicant will be charged for the extra officers at a law enforcement officer rate equal to 1 ½ times their hourly rate.

Q. Additional Requirements for Youth

Rental events for Attendees under 18 years of age require at least 2 Attendees aged 18 years of age or older for every 5 Attendees under 18 years of age present at the rental event. Such Attendees aged 18 years of age or older must be present throughout the duration of the rental event, including set up and clean up. Failure to comply with this provision may result in termination of the rental event and forfeiture of the security deposit.

R. Personal Property

The Association is not responsible for any loss of or damage to personal property placed in or at the Facility or on the Facility grounds by the Applicant or any Attendee. Furthermore, the Association is released and discharged from any liability for loss, injury, or damage to persons or property that may be sustained arising out of the use of the Facility or by security services.

After the expiration of the Access Period as set forth in the Rental Agreement, or upon termination or cancellation of the rental event by the Association or the Applicant, the Association may remove from the Facility all personal property remaining thereon and store or dispose of the personal property where and however it sees fit at the cost of the Applicant. The Association is not liable in any way to the Applicant or any Attendee on account of the removal, storage, or disposal of such personal property.

S. Cancellations, Damages, and Security Deposits

1. Payment for Rental Fee and Security Deposit

Payments of both rental fees and security deposits may be made by check payable to “Nolina Residential Association, Inc.” or by money order. **NO CASH OR CREDIT CARD PAYMENTS WILL BE ACCEPTED.** All applicable fees will be charged for all returned checks. Payments of the rental fee and the security deposit must be made separately. The Applicant must pay the rental fees and the security deposit, in full, at the time of the reservation. The reservation is not confirmed until the rental fees and security deposit have been paid in full to the Association. **Any rental fees charged for hours that the Facility was not used are non-refundable.**

The amount of the rental fees, the security deposit, and any fees for security as required by the Rental Agreement are set forth on the Facility Rental Price Sheet adopted by the Board from time to time (the “*Price Sheet*”). The Board may increase or decrease all fees set forth on the Price Sheet at any time as it, in its sole discretion, deems necessary. In addition, if the proposed rental event is to include activities which, in the discretion of the Association, create additional risk to the Facility or to the Facility’s furnishings, or which necessitate additional custodial services, the Association is authorized to require additional amounts for the security deposit as the Association deems commensurate with the additional risk or services required.

2. Purpose and Use of Security Deposits

The security deposit may be used (i) to repair, replace, or compensate for any property of the Association which is damaged or missing as a result of use of the Facility by the Applicant and the Attendees, and (ii) to compensate for the minimum number of hours of rental and personnel costs established on the Price Sheet if the Applicant does not show or the rental event is terminated due to violations of this Policy or any applicable laws, ordinances, rules, regulations, or deed restrictions. An additional charge may be billed to the Applicant if damages or staff emergency response exceed the security deposit.

The Applicant must arrive at the Facility 30 minutes prior to the commencement of the Access Period to complete the initial section of the Facility Pre/Post Rental Inspection Checklist (the “*Checklist*”) with an Association representative. The Applicant must also complete the Checklist at the conclusion of the Access Period. The Checklist is used to ensure clarity regarding the condition of the Facility before and after the rental event. Any issues with the Facility found by the Applicant while completing the initial section of the

Checklist must be reported to the Association prior to the commencement of the rental event. Failure to report issues with the Facility or portions of the Facility listed on the Checklist prior to the commencement of the rental event may result in the Applicant being held responsible for the issues at the conclusion of the rental event.

The Applicant must leave the Facility in substantially the same condition as found upon arrival. Applicant assumes liability for the cost of repairing damage or loss to Association property caused by Applicant and the Attendees and agrees to reimburse the Association for all costs which may be incurred in excess of the security deposit for the repair, replacement, or payment for any property of the Association which is damaged, destroyed, misplaced, or stolen by Applicant or the Attendees.

3. Return of Security Deposit; Rental Event Cancellations

If Applicant gives written notice of cancellation of a reservation no later than 48 hours prior to the commencement of the Access Period, the Association will return the security deposit to the Applicant. If the Applicant cancels the reservation less than 48 hours prior to the commencement of the Access Period, the Applicant will forfeit the security deposit. The date of notice of cancellation is the date the notice was received by the Association rather than the date the Applicant sent any such notice.

The Association may hold the security deposit for such period of time as is necessary, but not to exceed 30 business days, to determine the full extent of damages and to make all repairs or to secure any replacements necessary. Security deposit refunds for completed rental events will be returned to the Applicant by mail in the form of a check issued by the Association approximately 30 business days following the rental event. In the event the security deposit is not used by the Association following the rental event, the Association may return the check or money order issued by the Applicant to the Applicant.

VII. LIABILITY INSURANCE AND INDEMNIFICATION

A. Insurance

The Applicant must carry insurance that covers liability for loss of use, damage, or destruction of the Facility and any other property of the Association; and personal or bodily injury, sickness, or death. Such coverage may be in the form of (i) a homeowner's insurance policy with a special events (or similar) endorsement regarding the Facility rental set forth in the Rental Agreement or (ii) event insurance regarding the Facility rental set forth in the Rental Agreement. The foregoing insurance coverage must name the Indemnified Parties (as defined in this Policy) as additional insureds, must be primary and non-contributory, and must include a waiver of subrogation. The Applicant must provide proof of such coverage to the Association in the form of a Certificate of Insurance attached to the Rental Agreement.

B. Indemnification

1. Indemnification

Applicant acknowledges the inherent risks involved in the use of the Facility (including the serving of food and alcohol, as applicable per this Policy), including, but not limited to, bodily injury, sickness, disease, and death. Applicant also acknowledges that use of the Facility is potentially dangerous and that the type of injury or damage described above can occur when using the Facility. Applicant acknowledges that the Applicant's use of the Facility is done with full knowledge and disclosure of the risks and dangers associated with such use. Applicant must comply (and must cause any guests, invitees, or licensees of Applicant to comply) with the Association's rules, regulations, guidelines, policies, and restrictions and any local or federal guidance or rules governing Applicant's (and Applicant's guests', invitees', and licensees') use of the Facility.

APPLICANT ASSUMES ALL RESPONSIBILITY FOR AND ALL RISK OF DAMAGE OR LOSS OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, BODILY INJURY, SICKNESS, DISEASE, DEATH, AND DAMAGES OF ANY KIND (COLLECTIVELY, "**DAMAGE**"), SUSTAINED BY APPLICANT OR ANY OTHER PARTY ARISING OUT OF OR RELATING TO APPLICANT'S (OR APPLICANT'S GUESTS', INVITEES', OR LICENSEES') PRESENCE IN OR USE OF THE FACILITY. THIS ASSUMPTION OF RESPONSIBILITY AND RISK INCLUDES (WITHOUT LIMITATION) SUCH DAMAGE CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF: THE ASSOCIATION, JDS RR LLC, A TEXAS LIMITED LIABILITY COMPANY, THE ASSOCIATION'S MANAGEMENT COMPANY, AND ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, MEMBERS (OF AN LLC), COMMITTEE MEMBERS, EMPLOYEES, PARTNERS, AGENTS, SUCCESSORS, ASSIGNS, AFFILIATES, CONTRACTORS, SUBCONTRACTORS OF ANY TIER, SISTER AND PARENT COMPANIES, SUBSIDIARIES, AND INTERRELATED COMPANIES (COLLECTIVELY, THE "**INDEMNIFIED PARTIES**"). APPLICANT ACKNOWLEDGES THAT THE INDEMNIFIED PARTIES ARE NOT INSURERS AND THAT APPLICANT ASSUMES ALL RISKS FOR PERSONAL INJURY, LOSS, DAMAGE, OR DEATH, INCLUDING PERSONAL PROPERTY LOSS OR DAMAGE, AND APPLICANT FURTHER ACKNOWLEDGES THAT THE INDEMNIFIED PARTIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS THE APPLICANT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE SAFETY OF THE FACILITY.

APPLICANT MUST INDEMNIFY, PROTECT, HOLD HARMLESS, DEFEND (ON DEMAND), AND RELEASE THE INDEMNIFIED PARTIES FROM AND AGAINST ALL CLAIMS (INCLUDING, WITHOUT LIMITATION, CLAIMS BROUGHT BY APPLICANT OR BY ANY GUESTS, INVITEES, OR LICENSEES OF APPLICANT) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO APPLICANT'S OR ANY OF SUCH THIRD PARTIES' PRESENCE IN OR USE OF THE FACILITY. THIS COVENANT TO INDEMNIFY, HOLD

HARMLESS, DEFEND, AND RELEASE INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES' OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE OR CONTRIBUTORY CAUSE OF ANY CLAIM.

2. Third-Party Claims

If any action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or other matter is asserted or instituted, or any other event occurs, in each case by a person or entity not a party to the Rental Agreement (each, a "*Third-Party Claim*") relating to any matter as to which any Indemnified Party is entitled to indemnification pursuant to this Policy or the Rental Agreement, then the Indemnified Party must promptly notify Applicant of such Third-Party Claim, provided that the failure to so notify Applicant does not relieve Applicant of its obligations pursuant to this Policy. Applicant's duty to defend applies immediately, regardless of whether an Indemnified Party has paid any sums or incurred any detriment arising out of or relating, directly or indirectly, to any Third-Party Claim. An Indemnified Party may select its own legal counsel to represent its interests, and Applicant must (i) reimburse such Indemnified Party for its costs and attorneys' fees immediately and upon request as they are incurred; and (ii) remain responsible to such Indemnified Party for any damage or losses indemnified pursuant to this Policy. Applicant may not, without the applicable Indemnified Parties' prior written consent, settle or compromise any claim or consent to the entry of any judgment regarding which indemnification is being sought pursuant to this Policy. Further, in the event Third-Party Claims are or have been asserted or instituted against Applicant and one or more Indemnified Parties, and such Third-Party Claims relate to or arise out of the same event, occurrence, or transaction (or a series of events, occurrences, or transactions), then Applicant must cause any settlement of such Third-Party Claims asserted or instituted against Applicant to also include, without limitation, a comprehensive settlement and release of claims against such Indemnified Parties. Before any use of the Facility, Applicant must (A) cause its insurance policies (if insurance is required by this Agreement) to be endorsed so that the policies comply with this Section; (B) cause its insurance carriers to comply with this Section; and (C) not permit its insurance carriers to settle any such Third-Party Claims asserted or instituted against Applicant without also obtaining a comprehensive settlement and release of claims against the Indemnified Parties.

3. Other Claims

Any Indemnified Party may make a claim for indemnification pursuant to this Policy or the Rental Agreement that does not involve a Third-Party Claim by providing notice to Applicant.

4. Third-Party Beneficiaries

The Applicant designates the Indemnified Parties (other than the Association) as third-party beneficiaries of this Policy, having the right to enforce this Policy and any corresponding Rental Agreement.

VIII. CONTACT INFORMATION

For further information or clarification regarding this Policy, please contact the Association at 3800 N. Lamar Blvd. Suite 200, Austin, Texas 78756, by telephone at 512-975-2349, or by email to the Association's community manager at tperry@ccmcnet.com. In the event of an after-hours emergency, please call the CCMC emergency line at 800-274-3165 or 737-367-9605.

[SIGNATURE PAGE FOLLOWS]

CERTIFICATION

I certify that, as President of Nolina Residential Association, Inc., the foregoing Facility Rental Policy was approved on the 17 day of November, 2025, at a meeting of the Board of Directors at which a quorum was present.

DATED, this the 18 day of November, 2025.

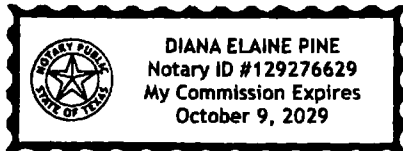
Nolina Residential Association, Inc., a Texas nonprofit corporation

By: *Matt Banks*
Print Name: Matt Banks
Title: President

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, on this day personally appeared Matt Banks, the President of Nolina Residential Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes and in the capacity stated in this instrument, and as the act and deed of said corporation.

Given under my hand and seal this the 18 day of November, 2025.



Diana Elaine Pine
Notary Public – State of Texas

After Recording, Return To:
Lisa L. Gambrell
Isabella L. Vickers
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Blvd 57th Floor
Houston, Texas 77056

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2025092101

Pages: 15 Fee: \$77.00

11/20/2025 11:57 AM

OSALINAS



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas



NOLINA

CERTIFICATION NOLINA RESIDENTIAL ASSOCIATION, INC.

Facilities Usage Agreement

I, the undersigned, pursuant to Texas Property Code §202.006, certify:

That I am the President of Nolina Residential Association, Inc., a Texas nonprofit corporation (the "**Association**");

That the attached document is a document that applies to the operation and utilization of property within Nolina, a residential development in Williamson County, Texas;

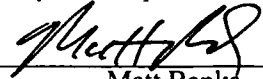
That the property affected by the attached document is the property restricted by that certain First Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Nolina (Residential Property), recorded under Clerk's File No. 2025091882 in the Official Public Records of Williamson County, Texas, as same may be amended from time to time (the "**Declaration**"), and any other property which has been or may be annexed thereto and made subject to the authority of the Association;

That the document which affects the use and operation of the above-referenced property is attached as **Exhibit A**, which document replaces in its entirety that certain Facilities Usage Agreement recorded under Clerk's File No. 2025053876 in the Official Public Records of Williamson County, Texas; and

That the document attached as **Exhibit A** was adopted by and is filed of record by the Association pursuant to Texas Property Code §202.006.

SIGNED this the 18 day of November, 2025.

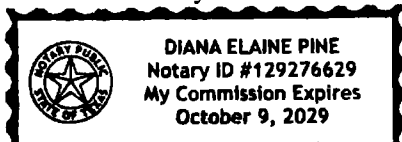
NOLINA RESIDENTIAL ASSOCIATION, INC., a
Texas nonprofit corporation

By: 
Print Name: Matt Banks
Title: President

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME the undersigned authority, on this day personally appeared Matt Banks, the President of Nolina Residential Association, Inc., a Texas nonprofit corporation, known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes and in the capacity stated in this instrument, and as the act and deed of said corporation.

Given under my hand and seal of office this the 18 day of November, 2025.





Notary Public – State of Texas

EXHIBIT A

(Facilities Usage Agreement)



NOLINA

NOLINA RESIDENTIAL ASSOCIATION, INC. FACILITIES USAGE AGREEMENT

This agreement (“*Agreement*”) is between Nolina Residential Association, Inc., a Texas nonprofit corporation (the “*Association*”), and _____ (“*User*”), regarding the usage of certain facilities owned or managed by the Association as specified in detail below (collectively referred to as the “*Facilities*”), located in the master-planned community of Nolina, in Williamson County, Texas (“*Nolina*” or the “*Property*”, for the date, time, purpose, and term indicated below and subject to the provisions set forth in this Agreement. The consideration for this Agreement is the Association’s permitted use of the Facilities by User and the promises made by User related to such use. Such usage is specifically subject to the following:

1. Facilities, Term, and Purpose:

- a. User’s Name (group leader’s name if User is an entity): _____

- b. Facilities to be used by User: _____
- c. Term [List date(s) and time(s)]: _____
- d. Purpose (include whether food/alcohol will be served):

2. Address: If User is an owner or lessee of a home within Nolina, please provide the address of the home:

_____.

3. Stated Purpose Only: User certifies and agrees that the Facilities will be used only for the stated purpose above. Any other usage by User (including User’s guests) unrelated to such stated purpose will cause forfeiture of the deposit described below. The use of and all activities at the Facilities must comply with the community wide standard throughout Nolina.

4. Right to Approve/Deny Use: The Board of Directors (“*Board*”) of the Association has the sole and absolute discretion to approve or deny the User’s proposed use of the Facilities, subject to the provisions of the dedicatory instruments encumbering the Property (the “*Dedicatory Instruments*”) and applicable law. The Association reserves the right to deny a User the use of the Facilities based on the User’s or the User’s guests’ previous use history related to the Facilities, provided all applicable notice requirements have been followed as may be required by Texas law. In addition, the Association reserves the right to deny a User the use of the Facilities in the event that such use (i) is deemed to be divisive, illegal,

immoral, or not in keeping with the community wide standard established and existing throughout the Property, as determined in the sole and absolute discretion of the Board, or (ii) violates any Dedicatory Instrument encumbering the Property.

5. Accountability: User (or group leader, if User is an entity) must personally supervise the activities at the Facilities.
6. No Assignment: The privilege of using the Facilities is exclusive to the User for the purposes stated in this Agreement. The User may not assign his/her reservation to another individual, group, or organization.
7. Mass Gathering Permit: Williamson County requires a permit for any event constituting a “Mass Gathering” as defined by the Texas Health & Safety Code, Chapter 751.
 - a. It is User’s responsibility to determine whether the use of the Facilities is considered a “Mass Gathering” or is otherwise subject to Williamson County permitting requirements.
 - b. In the event Williamson County requires a permit, it is User’s responsibility to obtain and pay the associated charge, if any, for the permit. User must forward a copy of the permit to the Association at the address below PRIOR to the commencement of use.
8. Alcohol (check applicable option):
 - a. Alcohol will NOT be served at the Facilities.
 - b. Alcohol will be served at the Facilities. The User acknowledges that the Association will not be providing or serving any alcohol at the Facilities. It is the responsibility of the User to pay for and receive all permits required to serve, provide, and/or consume alcohol. Additionally, the User is responsible for learning and following all legal requirements when it comes to serving, providing, and consuming alcohol at an event. All servers recruited to serve alcohol must be certified by the Texas Alcoholic Beverage Commission. Notwithstanding anything else contained in this Agreement, if alcohol will be served at an event, the number of law enforcement officers specified below must be present from the beginning of the event until the last person leaves the Facilities.
9. Law Enforcement Officers (check applicable option):
 - a. User will pay (or otherwise arrange) for _____ law enforcement officers at the Facilities during the term of this Agreement. NOTE: this option is required if Alcohol will be served at the Facilities.
 - b. User is not required to pay for law enforcement officers at the Facilities during the term of this Agreement.

10. Traffic Controllers (check applicable option):

- a. User will pay (or otherwise arrange) for _____ traffic controllers to be present at the Facilities during the term of this Agreement. **NOTE:** The number of traffic controllers required is determined by the Board, in its sole discretion, based on the anticipated number of attendees present at the Facilities during the term of this Agreement.
- b. User is not required to pay for traffic controllers at the Facilities during the term of this Agreement.

11. Deposit (check applicable option):

- a. User is required to issue a deposit in the amount of \$100.00 to be held by the Association. However, if the event is considered a “Mass Gathering” or is otherwise subject to Williamson County permitting requirements, User is required to issue a deposit in the amount of \$1,000.00. Deposits will be paid via credit or debit payment. Deposit will be returned within 30 days upon request.
- b. User is NOT required to issue a deposit to be held by the Association.

12. Attendant Fee (check applicable option):

- a. User agrees to pay a non-refundable Attendant Fee at a rate of \$35.00 per hour, during the full length of the event. The Attendant Fee is to be paid via credit or debit payment 10 days in advance, prior to the event being confirmed. If the Attendant Fee is not received, the event will be canceled. **NOTE:** Attendants are to be paid for the total time they are booked for (access start time through access end time), even if the event ends early. The Attendant is responsible for coordinating building issues, such as, by way of example and not limitation, accessibility, alarms, temperature regulation, opening and locking door(s) for events, stocking restrooms, and making sure the rented space is returned to an orderly manner. **NOTE:** It is the responsibility of the User to set up and take down any tables and chairs reserved for the event. The Attendant’s role is to monitor the Facilities and to assist in case of emergency; however, the Attendant is not present to help with set up, serving, or clean-up. One Attendant is to be scheduled during the event.
- b. User is not required to pay an Attendant Fee in conjunction with this Agreement.

13. Surrounding Areas: User is responsible for ensuring that the Facilities and the areas surrounding the Facilities (the “**Surrounding Areas**”) are clean and returned to the condition they were in before User’s use began. If the Facilities and Surrounding Areas are not maintained accordingly, usage privileges will be revoked. In the event there are damages to the Facilities or the Surrounding Areas that are related to User’s use of the Facilities, the User must notify the Association of the damages. User is responsible for all costs related to the repair of the Facilities and the Surrounding Areas affected by the use of the Facilities, and the Association will provide the User with an itemized invoice related to the cost to repair the Facilities and the Surrounding Areas. All charges are due and payable

within 5 business days after the date of such itemized invoice. This obligation survives the termination of this Agreement. Failure to pay will result in loss of future Facilities use and legal remedies as necessitated.

14. Checklist: To ensure clarity regarding the condition of the Facilities and Surrounding Areas prior to and at the conclusion of the use, User must arrive 30 minutes prior to the start of the term to complete, with an Association representative, the initial section of the Nolina Facilities Pre/Post Usage Inspection Checklist, attached to this Agreement as **Exhibit A** and incorporated in this Agreement for all purposes (the “*Checklist*”). User must also complete the Checklist at the conclusion of the term with the Association representative.
15. Access Times: User is only permitted access to the Facilities during the term noted above, regardless of whether the Facilities are open prior to or after the term of this Agreement. User may not begin set up earlier than the contracted time and must vacate the Facilities by the ending time.
16. Unlawful Activity: User must comply with, and cause all of his/her guests to comply with all applicable federal, state, and local laws and ordinances and all rules and policies adopted by the Association that apply to the Facilities and Surrounding Areas. User may not permit, and must promptly report to law enforcement officers, any unlawful activity occurring during, or incidental to User’s use of the Facilities pursuant to this Agreement. The Association, in its sole and absolute discretion, has the right, but not the obligation, to remove from the Facilities all objectionable persons. Persons visibly under the influence of illegal drugs or alcohol will be required to leave the Facilities.
17. Termination:
 - a. This Agreement may be cancelled by either party with or without cause at any time with a 10 day written notice to the other party at the address noted below. If either party cancels this Agreement, any fees or charges owed by User are still due to the Association.
 - b. Upon material breach of any of the terms of this Agreement by one party, the other party may terminate this Agreement with a 3 day written notice to the other party at the address listed below.
 - c. The Association may cancel this Agreement and terminate all usage immediately, without any further liability, if User fails to keep in place all insurance required under this Agreement.
 - d. Notwithstanding anything to the contrary in this Agreement, if the Association closes or restricts access to the Facilities for any length of time during its normal operating hours for any reason, then, in addition to the Association’s other rights or remedies, the Association (i) may, by providing notice to User, terminate this Agreement, thereby terminating each party’s obligations under this Agreement, except for any User obligations which survive termination as set forth in this Agreement, and (ii) will be excused and discharged from any obligation to User.

18. Indemnification:

a. Indemnification. User acknowledges the inherent risks involved in the use of the Facilities (including the serving of food and alcohol, as applicable per this Agreement), including, but not limited to, bodily injury, sickness, disease, and death. User also acknowledges that use of the Facilities is potentially dangerous and that the type of injury or damage described above can occur when using the Facilities. User acknowledges that the User's use of the Facilities is done with full knowledge and disclosure of the risks and dangers associated with such use. User must comply (and must cause any guests, invitees, or licensees of User to comply) with the Association's rules, regulations, guidelines, policies, and restrictions and any local or federal guidance or rules governing User's (and User's guests', invitees', and licensees') use of the Facilities.

USER ASSUMES ALL RESPONSIBILITY FOR AND ALL RISK OF DAMAGE OR LOSS OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, BODILY INJURY, SICKNESS, DISEASE, DEATH, AND DAMAGES OF ANY KIND (COLLECTIVELY, "**DAMAGE**"), SUSTAINED BY USER OR ANY OTHER PARTY ARISING OUT OF OR RELATING TO USER'S (OR USER'S GUESTS', INVITEES', OR LICENSEES') PRESENCE IN OR USE OF THE FACILITIES. THIS ASSUMPTION OF RESPONSIBILITY AND RISK INCLUDES (WITHOUT LIMITATION) SUCH DAMAGE CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF: THE ASSOCIATION, JDS RR LLC, A TEXAS LIMITED LIABILITY COMPANY, THE ASSOCIATION'S MANAGEMENT COMPANY, AND ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, MEMBERS (OF AN LLC), COMMITTEE MEMBERS, EMPLOYEES, PARTNERS, AGENTS, SUCCESSORS, ASSIGNS, AFFILIATES, CONTRACTORS, SUBCONTRACTORS OF ANY TIER, SISTER AND PARENT COMPANIES, SUBSIDIARIES, AND INTERRELATED COMPANIES (COLLECTIVELY, THE "**INDEMNIFIED PARTIES**"). USER ACKNOWLEDGES THAT THE INDEMNIFIED PARTIES ARE NOT INSURERS AND THAT USER ASSUMES ALL RISKS FOR PERSONAL INJURY, LOSS, DAMAGE, OR DEATH, INCLUDING PERSONAL PROPERTY LOSS OR DAMAGE, AND USER FURTHER ACKNOWLEDGES THAT THE INDEMNIFIED PARTIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS THE USER RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE SAFETY OF THE FACILITIES.

USER MUST INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE INDEMNIFIED PARTIES FROM AND AGAINST ALL ACTIONS, SUITS, PROCEEDINGS, HEARINGS, INVESTIGATIONS, CHARGES, COMPLAINTS, CLAIMS, CAUSES OF ACTION, DEMANDS, LIENS, ATTACHMENTS, SIMILAR LEGAL PROCESSES, INJUNCTIONS, JUDGMENTS, ORDERS, DECREES, RULINGS, AWARDS, DAMAGES, INJURIES (INCLUDING PERSONAL OR BODILY INJURIES), DEATHS, LOSSES (INCLUDING LOSSES TO REAL OR PERSONAL PROPERTY AND LOSS OF USE OF REAL OR PERSONAL PROPERTY), PENALTIES, FINES, COSTS, AMOUNTS PAID IN SETTLEMENT, LIABILITIES, OBLIGATIONS,

DEFICIENCIES, TAXES, EXPENSES, INTEREST, AND FEES, IN EACH CASE OF WHATEVER KIND, INCLUDING ATTORNEYS' FEES AND THE COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT AND THE COST OF PURSUING ANY INSURANCE PROVIDERS (COLLECTIVELY, THE "INDEMNIFIABLE LOSSES"), INCLUDING, WITHOUT LIMITATION, CLAIMS BROUGHT BY USER OR BY ANY GUESTS, INVITEES, OR LICENSEES OF USER, IF SUCH INDEMNIFIABLE LOSSES ARISE OUT OF OR RELATE TO (OR ARE ALLEGED TO ARISE OUT OF OR RELATE TO) USER'S, OR USER'S GUESTS', INVITEES', OR LICENSEES' PRESENCE IN OR USE OF THE FACILITIES OR THE SURROUNDING AREAS. THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES' OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE OR CONTRIBUTORY CAUSE OF ANY CLAIM.

b. Third-Party Claims: If any action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or other matter is asserted or instituted, or any other event occurs, in each case by a person or entity not a party to this Agreement (each, a "***Third-Party Claim***") relating to any matter as to which any Indemnified Party is entitled to indemnification pursuant to this Agreement, then the Indemnified Party must promptly notify User of such Third-Party Claim, provided that the failure to so notify User does not relieve User of its obligations pursuant to this Agreement. User's duty to defend applies immediately, regardless of whether an Indemnified Party has paid any sums or incurred any detriment arising out of or relating, directly or indirectly, to any Third-Party Claim. An Indemnified Party may select its own legal counsel to represent its interests, and User must (i) reimburse such Indemnified Party for its costs and attorneys' fees immediately and upon request as they are incurred; and (ii) remain responsible to such Indemnified Party for any damage or losses indemnified hereunder. User may not, without the applicable Indemnified Parties' prior written consent, settle or compromise any claim or consent to the entry of any judgment regarding which indemnification is being sought hereunder. Further, in the event Third-Party Claims are or have been asserted or instituted against User and one or more Indemnified Parties, and such Third-Party Claims relate to or arise out of the same event, occurrence, or transaction (or a series of events, occurrences, or transactions), then User must cause any settlement of such Third-Party Claims asserted or instituted against User to also include, without limitation, a comprehensive settlement and release of claims against such Indemnified Parties. Before any use of the Facilities, User must (A) cause its insurance policies (if insurance is required by this Agreement) to be endorsed so that the policies comply with this Section; (B) cause its insurance carriers to comply with this Section; and (C) not permit its insurance carriers to settle any such Third-Party Claims asserted or instituted against User without also obtaining a comprehensive settlement and release of claims against the Indemnified Parties.

c. Other Claims: Any Indemnified Party may make a claim for indemnification pursuant to this Section 18 that does not involve a Third-Party Claim by providing notice to User.

d. Third-Party Beneficiaries: The parties hereby designate the Indemnified Parties (other than the Association) as third-party beneficiaries of this Section 18, having the right to enforce this Section 18.

19. Insurance:

During the term of this Agreement, User (check each option that applies):

- a. must carry the insurance specified on Exhibit B, attached to and made a part of this Agreement for all purposes by this reference.
- b. must carry event insurance (must include the Association and Indemnified Parties as defined in this Agreement) specified on Exhibit C, attached to and made a part of this Agreement for all purposes by this reference.
- c. must carry Liquor Liability Insurance as follows:
- i. Generally. The User must procure and maintain commercial liquor liability insurance in accordance with this provision, covering liability imposed by law or assumed by written contract, including liability for loss; loss of use, damage, or destruction of the Association's property; and personal or bodily injury, sickness, or death. On the liquor liability policy, additional insured (must include the Association and Indemnified Parties as defined in this Agreement), primary & non-contributory and waiver of subrogation endorsements must be provided with along copies of these endorsements attached to the certificate of insurance.
 - ii. Coverage Limits. The User's commercial liquor liability insurance must at all times have at least the following minimum limits of liability:

EACH INCIDENT / OCCURRENCE: \$1,000,000

AGGREGATE: \$2,000,000
 - iii. Per Location Aggregate Extension. The User's commercial general liability insurance policy must at all times have an amendment or extension amending the general aggregate limit to apply in full to the activities provided by the named insured(s) pursuant to this agreement, regardless of any other activities or services provided by the named insured outside the scope of this agreement.

- iv. Disallowed limiting endorsements. At all times, the User's commercial general liability insurance policy must not have any of the following limiting endorsements: (a) contractual liability limitation; (b) any punitive, exemplary or multiple damages exclusion or similar exclusion; or (c) any insured versus insured exclusion.

20. Miscellaneous:

- a. Authority: Each of the persons executing this Agreement represents and warrants that he or she has the full right and authority to execute this Agreement on behalf the Association or User, respectively, and to legally bind such party to the fulfillment of all of the provisions hereof.
- b. Waiver of Immunity: User waives any constitutional, statutory, or common law right to sovereign or governmental immunity from liability or suit and expressly consents to be sued and liable to the extent necessary for the Association to enforce this Agreement.
- c. Survival: The provisions of this Agreement which are intended to extend beyond its termination, including, without limitation, the insurance and indemnity provisions, and the enforcement of rights and obligations which are not fully discharged prior to the termination of this Agreement, survive any termination of this Agreement.
- d. Governing Law; Venue: The laws of the State of Texas govern this Agreement. Any litigation relating to or arising out of this Agreement must be brought in a state or federal court having jurisdiction over Williamson County, Texas.
- e. Severability. If any portion of this Agreement is found to be invalid or unenforceable, such invalidity or unenforceability will not affect the remaining portions which can be given effect without the invalid or unenforceable portion.
- f. Waiver. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- g. Entire Agreement; Amendment; Counterparts. This Agreement expresses the complete agreement of the parties at the time of execution, and all prior written or oral, and contemporary oral agreements are hereby superseded by this Agreement. No amendment, modification, supplement, or restatement of this Agreement will be effective unless it is a writing that is executed by the parties. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, and all of which taken together will constitute one and the same instrument.
- h. Jury Trial Waiver. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR

RELATING TO THIS AGREEMENT OR THE TRANSACTIONS
CONTEMPLATED HEREBY.

USER:

User's (or User's authorized representative) Signature: _____

User's Printed Name: _____

Group Leader's Name: _____

Phone: _____

Address: _____

Email: _____

Date: _____

THE ASSOCIATION:

Signature: _____

Print Name: _____

Title: _____

Phone: _____

Email: _____

Date: _____

EXHIBIT A
THE NOLINA FACILITIES
PRE/POST USAGE INSPECTION CHECKLIST

Must be completed by User and an Association representative prior to and after the conclusion of the term.

User Name: _____ Telephone: _____

Association Representative: _____

Pre-Term Walkthrough: Date: _____ Time: _____

Post-Term Walkthrough: Date: _____ Time: _____

Facility: _____

Item	Pre-Term Condition			Post-Term Condition			Comments:
	Excellent	Good	Bad	Excellent	Good	Bad	
Light Fixtures							
Walls							
Doors							
Windows							
Restrooms – Walls, Floors, Stalls							
Tables (if applicable)							
Chairs (if applicable)							
Television Screen							
Surround Sound							
Sink							
Ice Maker							
Convection Oven							
Coffee Maker							
Other Equipment:							
Surrounding Areas (e.g., parking, sidewalks, lawn/landscaped areas)							

Additional Comments: _____

Pre-Term Signatures: _____

User

Association Representative

Post-Term Signatures: _____

User

Association Representative

EXHIBIT B
INSURANCE

1. **USER’S Insurance.** THE USER SHALL PROCURE AND MAINTAIN INSURANCE TO COVER AND PROTECT BOTH PARTIES HERETO AGAINST ANY AND ALL CLAIMS FOR DAMAGE OR LOSS OF PROPERTY OR PERSONAL OR BODILY INJURY AND/OR DEATH ARISING OUT OF AND/OR DIRECTLY OR INDIRECTLY RELATED TO THE ACTIVITIES (“ACTIVITIES”) PERFORMED UNDER THIS AGREEMENT. ALL INSURANCE COVERAGE SHALL BE WRITTEN THROUGH INSURANCE COMPANIES AUTHORIZED TO DO BUSINESS IN THE STATE OF TEXAS AND SHALL FOR THE DURATION OF THIS AGREEMENT HAVE A *BEST’S KEY RATING GUIDE* RATING OF AT LEAST A- AND A BEST’S FINANCIAL SIZE CATEGORY OF CLASS VIII OR BETTER, ACCORDING TO THE MOST CURRENT EDITION OF *A.M. BEST’S KEY RATING GUIDE*.

2. **Required Coverages.** AS PART OF THE CONSIDERATION FOR THIS AGREEMENT, THE USER SHALL SECURE AND MAINTAIN VALID AND COLLECTIBLE INSURANCE ON ITS OWN ACCOUNT, INCLUDING THE COVERAGES DESCRIBED BELOW.

3. **General Liability Insurance.**
 - 3.1. **Generally.** THE USER SHALL PROCURE AND MAINTAIN COMMERCIAL GENERAL LIABILITY INSURANCE IN ACCORDANCE WITH THIS EXHIBIT, COVERING LIABILITY IMPOSED BY LAW OR ASSUMED BY WRITTEN CONTRACT, INCLUDING LIABILITY FOR LOSS; LOSS OF USE, DAMAGE, OR DESTRUCTION OF THE ASSOCIATION’S PROPERTY; AND PERSONAL OR BODILY INJURY, SICKNESS, OR DEATH. ON THE GENERAL LIABILITY POLICY, THE ADDITIONAL INSURED STATUS MUST INCLUDE COVERAGE FOR ONGOING OPERATIONS (PROVIDED ON FORM CG 2010 OR ITS EQUIVALENT) AND COMPLETED OPERATIONS (PROVIDED ON FORM CG 2037 OR ITS EQUIVALENT), AND THE POLICY MUST CONTAIN AN ENDORSEMENT WITH “PRIMARY AND NON-CONTRIBUTORY” WORDING. A COPY OF THESE ENDORSEMENTS MUST BE ATTACHED TO THE CERTIFICATE OF INSURANCE.

 - 3.2. **Coverage Limits.** THE USER’S COMMERCIAL GENERAL LIABILITY INSURANCE SHALL AT ALL TIMES HAVE AT LEAST THE FOLLOWING MINIMUM LIMITS OF LIABILITY:
 - EACH OCCURRENCE: \$2,000,000
 - DAMAGE TO RENTED PREMISES (EACH OCCURRENCE): \$2,000,000
 - MEDICAL EXPENSES (ANY ONE PERSON) \$1,000,000
 - PERSONAL AND ADVERTISING INJURY: \$1,000,000
 - GENERAL AGGREGATE: \$2,000,000
 - PRODUCTS / COMPLETED OPERATIONS AGGREGATE: \$2,000,000

 - 3.3. **Per Location Aggregate Extension.** THE USER’S COMMERCIAL GENERAL LIABILITY INSURANCE POLICY MUST AT ALL TIMES HAVE AN AMENDMENT OR EXTENSION AMENDING THE GENERAL AGGREGATE LIMIT TO APPLY IN FULL TO THE ACTIVITIES PROVIDED BY THE NAMED INSURED(S) PURSUANT TO THIS AGREEMENT, REGARDLESS OF ANY OTHER ACTIVITIES OR SERVICES PROVIDED BY THE NAMED INSURED OUTSIDE THE SCOPE OF THIS AGREEMENT.

- 3.4. **Disallowed Limiting Endorsements.** AT ALL TIMES, THE USER'S COMMERCIAL GENERAL LIABILITY INSURANCE POLICY MUST NOT HAVE ANY OF THE FOLLOWING LIMITING ENDORSEMENTS: (A) CG 21 39 – CONTRACTUAL LIABILITY LIMITATION; (B) CG 24 26 – AMENDMENT OF INSURED CONTRACT; (C) ANY PUNITIVE, EXEMPLARY OR MULTIPLE DAMAGES EXCLUSION OR SIMILAR EXCLUSION; OR (D) ANY INSURED VERSUS INSURED EXCLUSION.
4. **Workers Compensation and Employer's Liability Insurance Coverage.** THE USER SHALL PROCURE AND MAINTAIN WORKERS' COMPENSATION INSURANCE AND EMPLOYER'S LIABILITY INSURANCE, COVERING LIABILITY IMPOSED BY LAW AND/OR ASSUMED BY WRITTEN CONTRACT, INCLUDING LIABILITY FOR PERSONAL OR BODILY INJURY, SICKNESS, OR DEATH. THE USER'S WORKERS' COMPENSATION INSURANCE MUST HAVE AT LEAST THE MINIMUM LIMITS OF LIABILITY REQUIRED BY TEXAS LAW. THE USER'S EMPLOYER'S LIABILITY INSURANCE SHALL HAVE A LIMIT OF LIABILITY OF AT LEAST: \$500,000 ON EACH ACCIDENT, \$500,000 ON DISEASE (EACH EMPLOYEE) AND \$500,000 ON DISEASE (POLICY LIMIT).
5. **Commercial Automobile Insurance.** THE USER SHALL PROCURE AND MAINTAIN COMMERCIAL AUTOMOBILE INSURANCE, COVERING ALL LIABILITY ARISING OUT OF ANY MOTOR VEHICLE (INCLUDING OWNED, HIRED, AND NON-OWNED VEHICLES). THE USER'S COMMERCIAL AUTOMOBILE INSURANCE SHALL AT ALL TIMES HAVE A LIMIT OF LIABILITY OF NOT LESS THAN \$1,000,000 COMBINED SINGLE LIMIT (EACH ACCIDENT) (ALL OWNED AUTOS, HIRED AUTOS AND NON-OWNED AUTOS).
6. **Umbrella Insurance Coverage.** THE USER SHALL PROCURE AND MAINTAIN UMBRELLA INSURANCE COVERAGE, WRITTEN ON A "FOLLOWING FORM" BASIS, INCORPORATING THE TERMS, CONDITIONS, AND EXCLUSIONS OF ALL OTHER INSURANCE POLICIES OBTAINED BY THE USER. THE USER'S UMBRELLA INSURANCE COVERAGE SHALL AT ALL TIMES HAVE A LIMIT OF LIABILITY OF AT LEAST: \$1,000,000 EACH OCCURRENCE AND \$1,000,000 AGGREGATE.
7. **Additional-Insured Status and Waiver of Subrogation.** BEFORE THE USER PERFORMS ANY ACTIVITIES AND DURING THE TERM OF THE AGREEMENT, THE USER SHALL CAUSE ITS COMMERCIAL GENERAL LIABILITY INSURANCE POLICY, COMMERCIAL AUTOMOBILE INSURANCE POLICY, AND UMBRELLA INSURANCE POLICY TO INCLUDE COVERAGE EXTENSIONS NAMING THE ASSOCIATION AND ITS CURRENT AND FORMER DIRECTORS, OFFICERS, COMMITTEE MEMBERS, VOLUNTEERS, EMPLOYEES, AGENTS, CONTRACTORS, AND SUBCONTRACTORS, AND ANY OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, INCLUDING THE "INDEMNIFIED PARTIES" AS DEFINED IN THE AGREEMENT, AS ADDITIONAL INSUREDS UNDER SUCH POLICIES. THE EXTENSION APPLICABLE TO THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY MUST BE WRITTEN ON THE CG 20 10 10 01 AND CG 20 37 10 01 FORMS WITHOUT MODIFICATION, OR EQUIVALENTS OF SUCH FORMS. BEFORE THE USER PERFORMS ANY ACTIVITIES AND DURING THE TERM OF THE AGREEMENT, THE USER SHALL CAUSE ITS COMMERCIAL GENERAL LIABILITY INSURANCE POLICY, WORKERS' COMPENSATION INSURANCE POLICY, COMMERCIAL AUTOMOBILE INSURANCE POLICY, AND UMBRELLA INSURANCE POLICY TO INCLUDE COVERAGE EXTENSIONS PROVIDING A WAIVER OF SUBROGATION IN FAVOR OF THE ASSOCIATION AND ITS CURRENT AND FORMER

DIRECTORS, OFFICERS, COMMITTEE MEMBERS, VOLUNTEERS, EMPLOYEES, AGENTS, CONTRACTORS, AND SUBCONTRACTORS, AND ANY OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, INCLUDING THE INDEMNIFIED PARTIES.

8. **Certificates of Insurance.** CONCURRENTLY WITH THE EXECUTION OF THIS AGREEMENT, THE USER SHALL PROVIDE ASSOCIATION WITH CERTIFICATE(S) OF INSURANCE EVIDENCING THE SCHEDULED COVERAGES, AND COMPLIANCE WITH THE ADDITIONAL-INSURED AND WAIVER-OF-SUBROGATION PROVISIONS STATED ABOVE.
9. **No Waiver.** ANY FAILURE OF THE ASSOCIATION TO PROTEST AN OMISSION IN SUCH CERTIFICATES OF INSURANCE OR POLICIES FROM THE INSURANCES REQUIRED HEREUNDER SHALL NOT BE DEEMED A WAIVER BY THE ASSOCIATION OF ANY OF THE OBLIGATIONS OF THE USER HEREUNDER.
10. **Notices of Changes or Cancellation.** THE POLICIES SHALL PROVIDE 30 DAYS' PRIOR WRITTEN NOTICE OF NON-RENEWAL, CHANGES, OR CANCELLATION TO THE ASSOCIATION AND SHALL CONTAIN THE FOLLOWING LANGUAGE:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED FOR WHOM THIS CERTIFICATE IS EXECUTED AND ARE IN FORCE AT THIS TIME. IN THE EVENT OF CANCELLATION, NON-RENEWAL, OR MATERIAL REDUCTION IN COVERAGE AFFECTING THE CERTIFICATE HOLDER, 30 DAYS' PRIOR WRITTEN NOTICE SHALL BE GIVEN TO THE CERTIFICATE HOLDER BY CERTIFIED MAIL OR REGISTERED MAIL, RETURN RECEIPT REQUESTED.
11. **Primary Status.** ALL INSURANCE COVERAGE REQUIRED HEREIN SHALL BE PRIMARY TO ALL INSURANCE AVAILABLE TO THE ASSOCIATION, IF ANY, MAINTAINED BY THE ASSOCIATION AS BEING EXCESS, SECONDARY, AND NON-CONTRIBUTING. WHERE NECESSARY, THE USER SHALL CAUSE ITS POLICIES TO BE ENDORSED TO PROVIDE SUCH PRIMARY LIABILITY.
12. **Responsibility for Deductibles and Indemnification.** THE USER SHALL BE RESPONSIBLE FOR AND PAY FOR ALL DEDUCTIBLES ARISING OUT OF THE INSURANCE REQUIRED BY THE AGREEMENT. **SHOULD THE USER FAIL TO PROCURE OR MAINTAIN THE INSURANCE COVERAGES REQUIRED UNDER THE AGREEMENT, THE USER SHALL BE DEEMED TO BE SELF-INSURED TO THE ENTIRE EXTENT OF ANY DEVIATION FROM STATED COVERAGE AND AMOUNTS THEREOF, AND SHALL FULLY INDEMNIFY, DEFEND (ON DEMAND), AND HOLD HARMLESS THE INDEMNIFIED PARTIES (AS DEFINED IN THE AGREEMENT) FROM AND AGAINST ALL ADVERSE CONSEQUENCES WHICH WOULD OTHERWISE HAVE BEEN INSURED AGAINST BY THE USER'S INSURER HAD THE USER PROCURED AND MAINTAINED THE INSURANCE REQUIRED BY THE AGREEMENT.**
13. **Materiality of Insurance Provisions.** THE USER'S FAILURE TO PROCURE, SECURE, AND MAINTAIN THE INSURANCE COVERAGES REQUIRED UNDER THIS AGREEMENT WILL CONSTITUTE A MATERIAL BREACH OF, AND DEFAULT UNDER, THE AGREEMENT. IF THE USER

FAILS TO REMEDY SUCH BREACH WITHIN 7 DAYS AFTER NOTICE BY THE ASSOCIATION, THE ASSOCIATION MAY TERMINATE THE AGREEMENT WITHOUT FURTHER NOTICE TO THE USER. UPON SUCH TERMINATION OF THIS AGREEMENT BY THE ASSOCIATION, (A) THE ASSOCIATION WILL BE DEEMED TO HAVE PAID THE USER ANY AMOUNTS DUE AND OWING TO THE USER, (B) NO CAUSE OF ACTION WILL ACCRUE TO THE USER AGAINST THE INDEMNIFIED PARTIES, AND (C) THE USER SHALL EXECUTE A WRITTEN RELEASE AGREEMENT IN A FORM PROVIDED BY THE ASSOCIATION.

14. **Workers' Compensation Representations.** BY SIGNING THE AGREEMENT AND PROVIDING A CERTIFICATE OF COVERAGE, THE USER REPRESENTS AND WARRANTS TO THE ASSOCIATION THAT ALL EMPLOYEES OF THE USER WHO WILL PROVIDE SERVICES FOR THE ACTIVITIES WILL BE COVERED BY WORKERS'-COMPENSATION COVERAGE FOR THE DURATION OF THE ACTIVITIES, THAT THE COVERAGE WILL BE BASED ON PROPER REPORTING OF CLASSIFICATION CODES AND PAYROLL AMOUNTS, AND THAT ALL COVERAGE AGREEMENTS WILL BE FILED WITH THE APPROPRIATE INSURANCE CARRIER. PROVIDING FALSE OR MISLEADING INFORMATION MAY SUBJECT THE USER TO ADMINISTRATIVE PENALTIES, CRIMINAL PENALTIES, CIVIL PENALTIES, OR OTHER CIVIL ACTIONS.

EXHIBIT C
EVENT INSURANCE

(CERTIFICATE OF INSURANCE FOLLOWS)

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2025092102

Pages: 18 Fee: \$89.00

11/20/2025 11:57 AM

OSALINAS



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas



NOLINA

CERTIFICATION NOLINA RESIDENTIAL ASSOCIATION, INC.

Facility Rental Application and Agreement Nolina Amenity Center

I, the undersigned, pursuant to Texas Property Code §202.006, certify:

That I am the President of Nolina Residential Association, Inc., a Texas nonprofit corporation (the "*Association*");

That the attached document is a document that applies to the operation and utilization of property within Nolina, a residential development in Williamson County, Texas;


That the property affected by the attached document is the property restricted by that certain First Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Nolina (Residential Property), recorded under Clerk's File No. 2025091882 in the Official Public Records of Williamson County, Texas, as same has been or may be amended from time to time (the "*Declaration*"), and any other property which has been or may be annexed thereto and made subject to the authority of the Association; and

That the document which affects the use and operation of the above-referenced property is attached as Exhibit A, which document replaces in its entirety that certain Facility Rental Application and Agreement recorded under Clerk's File No. 2025019328 in the Official Public Records of Williamson County, Texas; and

That the document attached as Exhibit A was adopted by and is filed of record by the Association pursuant to Texas Property Code §202.006.

SIGNED this the 18 day of November, 2024.

NOLINA RESIDENTIAL ASSOCIATION, INC.,
a Texas nonprofit corporation

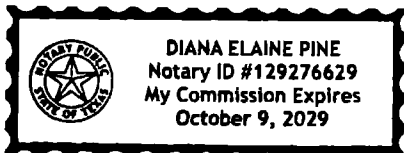
By: 
Print Name: Matt Banks
Title: President

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Matt Banks, the President of Nolina Residential Association, Inc., a Texas nonprofit corporation, known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes and in the capacity stated in this instrument, and as the act and deed of said corporation.

Given under my hand and seal of office this the 18 day of November, 2025.





Notary Public – State of Texas

EXHIBIT A

(Facility Rental Application and Agreement, Nolina Amenity Center)



NOLINA RESIDENTIAL ASSOCIATION, INC.
FACILITY RENTAL APPLICATION AND AGREEMENT

NOLINA AMENITY CENTER

SECTION 1: FACILITY RENTAL APPLICATION AND AGREEMENT DETAILS

Date Rental Agreement Received: _____

Applicant Information

Applicant Name: _____
**Applicant must be (i) 21 years of age or older, (ii) be a legal owner or lessee of a Lot in Nolina, (iii) show proof of residency in Nolina (amenity access cards welcome), and (iv) provide acceptable proof of insurance as required by the Facility Rental Policy (the "Policy").*

Nolina Address: _____

Home Telephone: _____ Work Telephone: _____

Mobile Telephone: _____ Email: _____

Alternate Contact Person: _____ Telephone: _____

Facility Reservation Information

Requested Date of Rental Event: _____ Alternate Date: _____

Access Period Start Time: _____ AM/PM Access Period End Time: _____ AM/PM
*(*Setup by caterers may commence 1 hour prior to the Access Period start time. Only caterers may access the Facility 1 hour prior to the Access Period start time and only security officers may access the Facility 30 minutes prior to the Access Period start time.)*

Total Event Duration: _____ (not including the setup time)

Check Area Reserved:

- Wildflower House
- Bistro Lawn (Front Patio)
- Back Patio

For Wildflower House reservations, the front door will remain unlocked during the entire rental event.

This Rental Agreement is applicable only to the rental of the above selected area (the "**Facility**"). No other areas or amenities within Nolina may be used in connection with the rental set forth in this Rental Agreement.

Event Information

Type of Event/Purpose: _____

Number of Guests: _____ Range/Average Age of Guests: _____

Food & Beverage Service: Yes / No If yes: _____ Catered _____ Not Catered (Private)

Will alcohol be served or present? Yes / No

Will there be entertainment? Yes / No If yes, describe type: _____

Will Applicant be reserving tables and chairs for the event? Yes / No If yes, number of tables: ____ chairs: ____

Please list and describe any equipment you plan to bring into the Facility: _____

**Please note that equipment may not be delivered to the Facility prior to the 1-hour setup timeframe for caterers and must be removed at the end of the Access Period. Equipment may not be brought into the Facility without advance notice to the Association.*

Please list and describe any special requests for the rental event: _____

Security

All rental events that include alcohol are required to have one or more uniformed security officers on duty during the entire rental event, including 30 minutes prior to the commencement of the Access Period and 30 minutes following the termination of the Access Period. There may be additional security requirements depending on the size of the group and the type of rental event. Cost of the security officers is in addition to the rental fee and security deposit.

Association to Fill Out:

Number of Security Officers Required: _____ Security Hours: Start: _____ End: _____

Applicant Initials: _____

Facility Rental Policy

Applicant agrees to comply, and cause all his or her agents, contractors, licensees, invitees, participants, and guests to comply, with the terms of the Policy, as same has been and may be amended from time to time.

Insurance

The Applicant must carry insurance that covers liability for loss of use, damage, or destruction of the Facility and any other property of the Association; and personal or bodily injury, sickness, or death. Such coverage may be in the form of (i) a homeowner’s insurance policy with a special events (or similar) endorsement regarding the Facility rental set forth in this Rental Agreement or (ii) event insurance regarding the Facility rental set forth in this Rental Agreement. The foregoing insurance coverage must name the Indemnified Parties (as defined in this Rental Agreement) as additional insureds, must be primary and non-contributory, and must include a waiver of subrogation. The Applicant must provide a Certificate of Insurance as proof of such coverage, which Certificate of Insurance must be attached to this Rental Agreement as **Exhibit A**.

Association to Fill Out

During the term of this Agreement, Applicant (check the option that applies):

- Need not carry Liquor Liability Insurance
- must carry Liquor Liability Insurance as follows:
 - i. Generally. The Applicant must procure and maintain commercial liquor liability insurance in accordance with this provision, covering liability imposed by law or assumed by written contract, including liability for loss; loss of use, damage, or destruction of the Association's property; and personal or bodily injury, sickness, or death. On the liquor liability policy, additional insured (must include the Indemnified Parties, as defined in this Agreement), primary and non-contributory and waiver of subrogation endorsements must be provided with along copies of these endorsements attached to the certificate of insurance.
 - ii. Coverage Limits. The Applicant's commercial liquor liability insurance must at all times have at least the following minimum limits of liability:

EACH INCIDENT / OCCURRENCE: \$1,000,000

AGGREGATE: \$2,000,000

Per Location Aggregate Extension. The Applicant's commercial general liability insurance policy must at all times have an amendment or extension amending the general aggregate limit to apply in full to the activities provided by the named insured(s) pursuant to this Agreement, regardless of any other activities or services provided by the named insured outside the scope of this Agreement.

Disallowed limiting endorsements. At all times, the Applicant's commercial general liability insurance policy must not have any of the following limiting endorsements: (a) contractual liability limitation; (b) any punitive, exemplary or multiple damages exclusion or similar exclusion; or (d) any insured versus insured exclusion.

Applicant Initials: _____

SECTION 2: INDEMNIFICATION
1. Indemnification

Applicant acknowledges the inherent risks involved in the use of the Facility (including the serving of food and alcohol, as applicable per this Rental Agreement), including, but not limited to, bodily injury, sickness, disease, and death. Applicant also acknowledges that use of the Facility is potentially dangerous and that the type of injury or damage described above can occur when using the Facility. Applicant acknowledges that the Applicant's use of the Facility is done with full knowledge and disclosure of the risks and dangers associated with such use. Applicant must comply (and must cause any guests, invitees, or licensees of Applicant to comply) with the Association's rules, regulations, guidelines, policies, and restrictions and any local or federal guidance or rules governing Applicant's (and Applicant's guests', invitees', and licensees') use of the Facility.

APPLICANT ASSUMES ALL RESPONSIBILITY FOR AND ALL RISK OF DAMAGE OR LOSS OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, BODILY INJURY, SICKNESS, DISEASE, DEATH, AND DAMAGES OF ANY KIND (COLLECTIVELY, "**DAMAGE**"), SUSTAINED BY APPLICANT OR

ANY OTHER PARTY ARISING OUT OF OR RELATING TO APPLICANT'S (OR APPLICANT'S GUESTS', INVITEES', OR LICENSEES') PRESENCE IN OR USE OF THE FACILITY. THIS ASSUMPTION OF RESPONSIBILITY AND RISK INCLUDES (WITHOUT LIMITATION) SUCH DAMAGE CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF: THE ASSOCIATION, JDS RR LLC, A TEXAS LIMITED LIABILITY COMPANY, THE ASSOCIATION'S MANAGEMENT COMPANY, AND EACH OF THEIR RESPECTIVE CURRENT AND FORMER SHAREHOLDERS, PARTNERS, MEMBERS (OF A FOR-PROFIT ENTITY), DIRECTORS, COMMITTEE MEMBERS, MANAGERS, VOLUNTEERS, REPRESENTATIVES, EMPLOYEES, PARTNERS, AGENTS, SUCCESSORS, ASSIGNS, AFFILIATES, CONTRACTORS, SUBCONTRACTORS OF ANY TIER, SISTER AND PARENT COMPANIES, SUBSIDIARIES, AND INTERRELATED COMPANIES (COLLECTIVELY, THE "**INDEMNIFIED PARTIES**"). APPLICANT ACKNOWLEDGES THAT THE INDEMNIFIED PARTIES ARE NOT INSURERS AND THAT APPLICANT ASSUMES ALL RISKS FOR PERSONAL INJURY, LOSS, DAMAGE, OR DEATH, INCLUDING PERSONAL PROPERTY LOSS OR DAMAGE, AND APPLICANT FURTHER ACKNOWLEDGES THAT THE INDEMNIFIED PARTIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS THE APPLICANT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE SAFETY OF THE FACILITY.

APPLICANT MUST INDEMNIFY, PROTECT, HOLD HARMLESS, DEFEND (ON DEMAND), AND RELEASE THE INDEMNIFIED PARTIES FROM AND AGAINST ALL CLAIMS (INCLUDING, WITHOUT LIMITATION, CLAIMS BROUGHT BY APPLICANT OR BY ANY GUESTS, INVITEES, OR LICENSEES OF APPLICANT) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO APPLICANT'S OR ANY OF SUCH THIRD PARTIES' PRESENCE IN OR USE OF THE FACILITY. THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, DEFEND, AND RELEASE INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES' OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE OR CONTRIBUTORY CAUSE OF ANY CLAIM.

2. **Third-Party Claims**

If any action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or other matter is asserted or instituted, or any other event occurs, in each case by a person or entity not a party to this Rental Agreement (each, a "**Third-Party Claim**") relating to any matter as to which any Indemnified Party is entitled to indemnification pursuant to this Agreement or the Policy, then the Indemnified Party must promptly notify Applicant of such Third-Party Claim, provided that the failure to so notify Applicant does not relieve Applicant of its obligations pursuant to this section. Applicant's duty to defend applies immediately, regardless of whether an Indemnified Party has paid any sums or incurred any detriment arising out of or relating, directly or indirectly, to any Third-Party Claim. An Indemnified Party may select its own legal counsel to represent its interests, and Applicant must (i) reimburse such Indemnified Party for its costs and attorneys' fees immediately and upon request as they are incurred; and (ii) remain responsible to such Indemnified Party for any damage or losses indemnified pursuant to this Rental Agreement. Applicant may not, without the applicable Indemnified Parties' prior written consent, settle or compromise any claim or consent to the entry of any judgment regarding which indemnification is being sought pursuant to this Rental Agreement. Further, in the event Third-Party Claims are or have been asserted or instituted against Applicant and one or more Indemnified Parties, and such Third-Party Claims relate to or arise out of the same event, occurrence, or transaction (or a series of events, occurrences, or transactions), then Applicant must cause any settlement of such Third-Party Claims asserted or instituted against Applicant to also include, without limitation, a comprehensive settlement and release of claims against such Indemnified Parties. Before any use of the Facility, Applicant shall (A) cause its insurance policies (if insurance is required by this Rental Agreement) to be endorsed so that the policies comply with this Rental Agreement; (B) cause its insurance carriers to comply with this Rental Agreement; and (C) not permit its insurance carriers to settle any such Third-Party Claims asserted or instituted against Applicant without also obtaining a comprehensive settlement and release of claims against the Indemnified Parties.

3. **Other Claims**

Any Indemnified Party may make a claim for indemnification pursuant to this Rental Agreement or the Policy that does not involve a Third-Party Claim by providing notice to Applicant.

4. **Third-Party Beneficiaries**

The parties designate the Indemnified Parties (other than the Association) as third-party beneficiaries of this Section 2, having the right to enforce this Section 2.

Applicant Initials: _____

Rental events that do not conform to the requirements and standards stated in the Policy and any violations by Applicant and Applicant’s agents, contractors, licensees, invitees, participants, and guests, may result in immediate cancellation or termination of the rental event and the forfeiture of the security deposit.

If you have any questions about this Rental Agreement or about the Policy, please contact the Association at 3103800 N. Lamar Blvd. Suite 200, Austin, Texas 78756, by telephone at 512-975-2349, or by email to tperry@ccmcnet.com.

It is agreed by and between the parties hereto that (a) the Policy, (b) the Facility Rental Price Sheet adopted and amended by the Board from time to time, and (c) the Facility Pre/Post Rental Inspection Checklist are made a part of this Rental Agreement and are specifically incorporated in this Rental Agreement for all purposes by this reference. Further, Applicant (i) acknowledges receipt of same, (ii) agrees and covenants to be bound by the terms thereof, and (iii) acknowledges that the terms of this Rental Agreement, collectively with above-described documents, represents the complete and integrated Agreement between the Association and Applicant.

Applicant Signature: _____
**To be signed at the time Rental Agreement is submitted.*

Date: _____

Association Representative Signature: _____

Date: _____

EXHIBIT A

[Certificate of Insurance follows.]

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2025092103

Pages: 9 Fee: \$53.00

11/20/2025 11:57 AM

OSALINAS



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas



NOLINA

FIRST AMENDED AND RESTATED

BYLAWS OF

NOLINA RESIDENTIAL ASSOCIATION, INC.

After Recording Please Return To:

Lisa L. Gambrell
Isabella L. Vickers
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Blvd., 57th Floor
Houston, Texas 77056

Copyright © 2025 by Roberts Markel Weinberg Butler Hailey PC, all rights reserved. These Bylaws may be used only in connection with the Nolina residential development and the operation of Nolina Residential Association, Inc.

TABLE OF CONTENTS

ARTICLE I. NAME, PRINCIPAL OFFICE, DEFINITIONS AND PROPERTY 1

A. NAME 1

B. PRINCIPAL OFFICE..... 1

C. DEFINITIONS..... 2

D. PROPERTY 2

ARTICLE II. ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES .2

A. MEMBERSHIP..... 2

B. PLACE OF MEETINGS..... 2

C. ANNUAL MEETINGS AND SPECIAL MEETINGS 2

D. NOTICE OF MEETINGS 2

E. WAIVER OF NOTICE 3

F. ADJOURNMENT OF MEETINGS 3

G. VOTING 4

Section 1. Proxies 4

Section 2. Absentee Ballots..... 5

Section 3. Electronic Ballots..... 5

H. MAJORITY 5

I. QUORUM 5

J. CONDUCT OF MEETINGS 6

ARTICLE III. BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS 6

A. COMPOSITION AND SELECTION..... 6

Section 1. Governing Body; Composition..... 6

Section 2. Appointment of Directors; Election of Directors; Terms 7

Section 3. Right to Disapprove Actions 8

Section 4. Number of Directors 9

Section 5. Nomination of Directors 9

Section 6. Removal of Directors and Vacancies..... 10

B. MEETINGS 11

Section 1. Organizational Meetings 11

Section 2. Board Meetings; Action Outside of Meeting..... 11

Section 3. Notice of Meetings 13

Section 4. Special Meetings 14

Section 5. Waiver of Notice of Meeting by Director..... 14

Section 6. Quorum of Board of Directors..... 14

Section 7. Compensation 14

Section 8. Conduct of Meetings 14

Section 9. Executive Session..... 14

C. POWERS..... 15

Section 1. Powers 15

Section 2. Management..... 17

Section 3. Accounts and Reports 17

Section 4. Borrowing 18

Section 5. Rights of the Association..... 18

Section 6. Enforcement..... 18

ARTICLE IV. OFFICERS..... 20

A. OFFICERS..... 20

B. ELECTION, TERM OF OFFICE AND VACANCIES 20

C. REMOVAL..... 20

D. POWERS AND DUTIES 20

E. RESIGNATION 21

F. AGREEMENTS, CONTRACTS, DEEDS, LEASES, CHECKS, ETC..... 21

ARTICLE V. COMMITTEES 21

ARTICLE VI. MISCELLANEOUS..... 21

A. FISCAL YEAR..... 21

B. PARLIAMENTARY RULES 21

C. CONFLICTS 22

D. BOOKS AND RECORDS..... 22

E. NOTICES 22

F. AMENDMENT..... 22

G. INDEMNITY..... 22

H. BUSINESS JUDGMENT RULE 23

I. OWNER CONFLICT..... 24

J. DISSOLUTION, WINDING UP, TERMINATION..... 24

K. JURISDICTION AND VENUE..... 24

L. INTERPRETATION 24

**FIRST AMENDED AND RESTATED
BYLAWS OF
NOLINA RESIDENTIAL ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

These First Amended and Restated Bylaws of Nolina Residential Association, Inc. are adopted on the date set forth below by the Board of Directors (the “*Board*”) of Nolina Residential Association, Inc.

RECITALS:

The Bylaws of Nolina Residential Association, Inc. (the “*Original Bylaws*”) were recorded under Clerk’s File Number 2023087672 in the Official Public Records of Williamson County, Texas.

Pursuant to Article VI, Section F. of the Original Bylaws, the Board has the authority to amend the Amended Bylaws by the affirmative vote of a majority of the Board and the consent of the Class B Member, so long as such membership exists.

As of the date of these First Amended and Restated Bylaws of Nolina Residential Association, Inc., the Class B Membership is in effect.

BYLAWS:

Pursuant to the authority granted to the Board in the Amended Bylaws, the Board, with the approval of JDS RR LLC, a Texas limited liability company (the “*Class B Member*”), amends and restates the Original Bylaws in their entirety and replaces them with these First Amended and Restated Bylaws of Nolina Residential Association, Inc. (the “*Bylaws*”) as follows:

ARTICLE I. NAME, PRINCIPAL OFFICE, DEFINITIONS AND PROPERTY

A. Name

The name of the Association is Nolina Residential Association, Inc., a Texas nonprofit corporation (the “*Association*”).

B. Principal Office

The principal office of the Association is located in Williamson County, Texas, or a county adjacent to Williamson County, Texas, as may be designated by the Board from time to time.

C. Definitions

The capitalized terms used in these Bylaws have the same meaning as set forth in the First Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Nolina (Residential Property), recorded in the Official Public Records of Williamson County, Texas, under Clerk's File No. _____, as amended, renewed, or extended from time to time (the "**Declaration**"), unless otherwise specified in these Bylaws.

D. Property

The property affected by these Bylaws is the property described on **Exhibit A** of the Declaration, and any other property which is subsequently annexed and made subject to the authority of the Association.

**ARTICLE II. ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM,
VOTING, PROXIES**

A. Membership

The Association initially has 2 classes of membership, Class A and Class B, as more fully set forth in the Declaration and specifically incorporated in these Bylaws by this reference.

B. Place of Meetings

Meetings of the Association will be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board.

C. Annual Meetings and Special Meetings

Regular annual meetings will be set by the Board. The President may call special meetings. In addition, it is the duty of the President to call a special meeting of the Members if so directed by a resolution of a majority of a quorum of the Board or upon a petition signed by Members representing at least 20% of the total Class A votes of the Association. Directors to be elected by the Membership may be elected at the annual meeting, at a special meeting of the Members called for that purpose, or prior to the annual meeting or special meeting, as determined by the Board.

D. Notice of Meetings

Written or printed notice stating the purpose, place, day, and hour of any meeting of the Members may be delivered, either personally or by mail, fax, or other electronic media, to each Member not less than 10 nor more than 60 days before the date of such meeting by or at the direction of the President, the Secretary, or the officers calling the meeting. No business may be transacted at a special meeting except as stated in the notice.

For an election or vote of Members not taken at a meeting, the Association must give notice of the election or vote to all Members entitled to vote on any matter under consideration. The notice must be given not later than the 20th day before the latest date on which a ballot may be submitted to be counted.

Notice to a Member by email or facsimile must be sent to the email address or facsimile number provided to the Association in writing by that Member. If emailed, the notice of meeting is deemed to be delivered as of the date and time shown on a confirmation that the email was successfully transmitted. If faxed, the notice of meeting is deemed to be delivered as of the date and time shown on a written confirmation that the facsimile was successfully transmitted. If mailed, the notice of a meeting is deemed to be delivered when deposited in the United States mail first class postage pre-paid addressed to the Member at his or her address as it appears on the records of the Association. One notice, addressed to multiple Members at the same address, will suffice if more than one Member resides at any address. For any given meeting, the Board may use any combination of the alternative methods for providing notice to the Members.

For the purpose of determining the Members entitled to notice of a meeting, the membership of the Association will be determined on the date the notice of meeting is first given.

E. Waiver of Notice

Waiver of notice of a meeting of the Members is deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, either in person or by proxy, is deemed a waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice in writing at the time the meeting is called to order. Further, casting a vote by any means authorized in these Bylaws by a Member on any issue to be voted upon at the meeting is deemed a waiver by such Member of notice of the meeting. Attendance at a meeting is also deemed a waiver of notice of all business transacted thereat unless an objection to the calling or convening of the meeting, of which proper notice was not given, is raised in writing before the business is put to a vote.

F. Adjournment of Meetings

If any meeting of the Members cannot be held because a quorum is not present, either in person or by proxy, the presiding officer or a majority of the Members who are present at such meeting, in person [or by proxy], may adjourn the meeting to a time not less than 10 nor more than 60 days from the time the original meeting was called. The required quorum at the reconvened meeting will be satisfied by those Members in attendance. Any business that might have been transacted at the meeting originally called may be transacted at the reconvened meeting; provided, however, that any action taken is approved by at least a majority of the votes entitled to be cast by the Members present, in person or by proxy, at such reconvened meeting. If less than 5% of the total Membership is present, in person or by proxy, at the reconvened meeting, then any action taken must be approved by at least 2/3 of the votes entitled to be cast by the Members present, in person or by proxy, at such reconvened meeting.

All votes cast by Members prior to the originally called meeting by proxy, or by any means authorized in these Bylaws, on issues to be considered at the meeting are valid and may be counted at the reconvened meeting; provided that a Member who cast a vote on an issue by proxy or by any means authorized in these Bylaws may change that Member's vote at any time prior to the time that a call for a vote on the issue is made at the reconvened meeting. A Member may change his vote by attending the reconvened meeting in person, by submitting a proxy at the reconvened

meeting which either directs or authorizes the proxy holder to vote in a different manner, or by changing the Member's vote by any means for voting authorized in these Bylaws.

Notice for any reconvened meeting must be given to the Members in the manner prescribed for regular meetings.

G. Voting

The voting rights of the Members are as set forth in the Declaration, and such voting rights provisions are specifically incorporated in these Bylaws by this reference. At the option of the Board, Members may vote by any one or more of the following methods, as may be established in a policy adopted by the Board: (1) in person, (2) by absentee ballot, (3) by proxy, (4) by any electronic means, or (5) by any other process approved by the Board of the Association. Facsimile proxies will be valid. The Association is not required to provide a Member with more than one voting method; provided, however, that a Member must be permitted to vote by one of the following voting methods: absentee ballot, proxy, or electronic ballot. Electronic voting or voting by secret ballot will be valid pursuant to rules and regulations promulgated by the Board. At any election where there are an equal number of nominees as there are positions to be filled, the Board may determine that election by ballot or vote is not required and may declare that the nominees are elected by unanimous consent or acclamation. At all meetings of the Members, all questions, except those the manner of which is otherwise expressly governed by statute, by the Certificate of Formation of the Association, or by these Bylaws, will be decided by the vote of a plurality of the Members of the Association present in person or by proxy and entitled to vote, a quorum being present. At all meetings of the Association, cumulative voting is prohibited. Any vote cast at a meeting by a Member supersedes any vote submitted by absentee or electronic ballot previously submitted for that purpose.

Votes cast by Members must be in writing and signed by the Member if the vote is cast (i) outside of a meeting, (ii) in an election to fill a position on the Board, (iii) on a proposed adoption or amendment of a Dedicatory Instrument, (iv) on a proposed increase in the amount of Assessment or proposed adoption of a Special Assessment, or (v) on the proposed removal of a Board member. Electronic votes constitute written and signed ballots.

Section 1. Proxies

Subject to the limitations above, the Board is vested with the authority to determine, in its sole discretion, if proxies will be distributed prior to a vote on any issue to be voted upon by the Members. All proxies must be in writing and filed with the Secretary before the appointed time of each meeting or by any earlier date or time specified in the notice of meeting. All proxies are revocable and will automatically cease upon (i) the conveyance by the Member of the Member's interest in the Property; (ii) the receipt of notice by the Secretary of the death or judicially declared incompetence of a Member; (iii) the receipt of a written revocation; or (iv) the expiration of 11 months from the date of the proxy. In the case of a Member's execution of more than one proxy, the proxy with the latest date is valid. Proxies not delivered prior to the start of any meeting or by any earlier date or time, if specified in the notice of meeting, are not valid. Notwithstanding anything contained in these Bylaws to the contrary, a proxy may only be issued by a Member to another Member.

Section 2. Absentee Ballots

Subject to the limitations above, the Board is vested with the authority to determine, in its sole discretion, if Members may vote on any issue to be voted upon by the Members under these Bylaws by absentee ballot. A solicitation for votes by absentee ballot must include:

- a. An absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action;
- b. Instructions for delivery of the completed absentee ballot, including the delivery location; and
- c. The following language: “By casting your vote via absentee ballot, you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that, if there are amendments to these proposals, your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail.”

Section 3. Electronic Ballots

The Board is vested with the authority to determine, in its sole discretion, if Members may vote on any issue to be voted upon by the Members under these Bylaws by means of electronic ballots. Electronic ballot means a ballot given by email, by facsimile, or by posting on an Internet website for which the identity of the Member submitting the ballot can be confirmed and for which the Member may receive a receipt of the electronic transmission and a receipt of the Member’s ballot. If an electronic ballot is posted on an Internet website, a notice of the posting must be sent to each Member, which notice must contain instructions on obtaining access to the posting on the website. The Board may adopt an electronic voting policy.

To be valid, any vote cast by a Member by absentee ballot or by electronic ballot must be received by the Association by the date and time specified in the notice of meeting or, if no date and time is specified as to receipt of such ballots, by midnight of the day before the date of the scheduled meeting.

H. Majority

As used in these Bylaws, the term “majority” means those votes, Members, or other group as the context may indicate totaling more than 50% of the total eligible votes, Members, or other group, as applicable.

I. Quorum

Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of Members representing 10% of the total eligible votes in the Association constitutes a quorum at all meetings of the Association. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent

meeting will be satisfied by those Members in attendance. No such subsequent meeting may be held more than 60 days following the initial or first meeting.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment.

J. Conduct of Meetings

The President or the President's designee will preside over all meetings of the Association, and the Secretary or the Secretary's designee will keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting and all transactions occurring at the meeting.

ARTICLE III. BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS

This Article may not be amended without the express, written consent of the Class B Member as long as the Class B Membership exists.

A. Composition and Selection

Section 1. Governing Body; Composition

The affairs of the Association are governed by the Board. The members of the Board will each have 1 vote.

Directors who are Members of the Association must be Members in Good Standing. This requirement is not intended to exclude any Member from running for a director position and this provision must be interpreted to be as restrictive as possible while not violating any state law. If it is found that this provision is in violation of any state law, then this provision must be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

Notwithstanding anything contained in these Bylaws to the contrary, 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 of moral turpitude not more than 20 years before the date the Board is presented with the evidence, that director is immediately ineligible to serve on the Board and is automatically considered removed from the Board and prohibited from future service on the Board.

In addition, any director will automatically be considered removed from the Board with no further action necessary on the part of the Board or the Association in the event the director refuses to comply with any federal or state mandated requirements for directors, including, but not limited to, the requirements set forth in the federal Corporate Transparency Act (the "*CTA*"), if applicable. Prior to the automatic removal, the Association, acting through any current director or the Association's management agent or legal counsel, must give the noncomplying director written notice (including by email) informing the noncomplying director that he or she has 7 business days to comply with the applicable federal or state law, failing which, the noncomplying director will be considered removed from the Board (the "*Noncompliance Notice*"). The noncomplying director is considered removed from the Board as of the date the Association, acting through any current director or the Association's management agent or legal counsel, issues the Noncompliance

Notice to the noncomplying director. In the event the CTA is deemed to be inapplicable to nonprofit property owners' associations, including the Association, failure to comply with the requirements of the CTA will not constitute grounds for the automatic removal of any director serving on the Board.

So long as Class B Membership exists, Board members are not required to be Members; however, after Class B Membership ceases to exist, all directors must be Members and at least 2/3 of the directors must reside in the Property. In the case of a Member that is a corporation or other entity, the person designated in writing by either proxy or a resolution to the Secretary of the Association as the representative of such corporation or other entity is eligible to serve as a director. With the exception of Declarant, not more than one representative of a corporation or other entity may serve on the Board at any given time.

A person may not serve on the Board if the person cohabits at the same primary residence with another Board member; provided, however, the foregoing prohibition does not apply during the Development Period to: (a) a person that cohabits with Declarant; or (b) Declarant.

Section 2. Appointment of Directors; Election of Directors; Terms

Declarant will retain the authority to appoint all members of the Board until not later than the 10th anniversary of the date the Declaration was recorded in the Official Public Records of Williamson County, Texas, by which time 1/3 of the Board members (who must be Members of the Association) must be elected by Owners other than Declarant (the "***Class A Director(s)***"). Such Class A Director(s) will serve a term of one year. Upon the election of 1/3 of the Board members by the Class A Members, Declarant will retain the authority to appoint the remaining 2/3 of the members of the Board until the Turnover (defined below). Declarant may assign to the Association its authority to appoint some or all (as applicable) members of the Board, with such assignment evidenced by an instrument recorded in the Official Public Records of Williamson County, Texas.

At or before the first annual meeting following either (1) the termination of the Development Period, or (2) Declarant releasing its status as a Class B Member and its authority to appoint members of the Board, as evidenced by an instrument recorded in the Official Public Records of Williamson County, Texas, whichever occurs first (the "***Turnover***"), the term of office for the then-current Class A Director(s) will be extended for a subsequent term of 1 year after the first annual meeting in order to establish the staggering of terms as set forth below.

a. Turnover Election; Staggering of Initial Terms

At or before the first annual meeting following the Turnover, the Class A Members will elect 1 director for a term of 3 years and 1 director for a term of 2 years. The candidate receiving the highest number of votes will serve the 3-year term, the candidate receiving the second highest number of votes will serve the 2-year term, and the Class A Director(s) elected prior to the Turnover as noted in Section 2 above will serve for a subsequent term of 1 year after the first annual meeting following the Turnover. If the number of directors is increased prior to the Turnover, the Board may, via Board resolution, revise the foregoing provisions as to the number of directors elected at Turnover and term length in order to establish the staggering of the initial terms.

b. Terms after Turnover

After the Turnover and the expiration of the directors' terms noted in subsection (a) above, the term of office of each director position up for election by the Members is 3 years from the date of the announcement of the results of such election, with the understanding that a director may be reelected for additional 3 year terms. Each director will continue to hold office until his/her successor is appointed or elected and qualified.

In the event the number of directors increases, as provided for in these Bylaws, at no time may more than 1/3 of the total number of directors be added to the same elected term.

c. Tie Breaking

Notwithstanding anything contained in these Bylaws to the contrary, in an election of directors by Members other than the Class B Member, in which election there are more candidates than vacant positions and where 2 or more candidates receive the same number of votes resulting in a tie, the winner of the election will be chosen by lot (i.e., the names of the candidates who are running for a director position and have received the same number of votes will be written on separate pieces of paper by the presiding officer of the meeting; the pieces of paper will be folded by the presiding officer and placed in a container provided by the then-serving Board; the presiding officer will ask for a volunteer Member from the audience of Owners to pick any one piece of paper from the container and the person whose name is picked will be declared the winner of such election).

Section 3. Right to Disapprove Actions

Until the termination of the Development Period, Declarant has the right to disapprove actions of the Board and any committee, as is more fully provided in this Section. This right is exercisable only by Declarant, its successors, and assigns who specifically take this power in a recorded instrument. The right to disapprove is as follows:

No action authorized by the Board of Directors of a Board elected by the Members, or any committee will become effective, nor will any action, policy, or program be implemented until and unless:

- a. Declarant has been given written notice of all meetings and proposed actions to be approved at meetings of the Board or any committee pursuant to the notice provisions applicable to Board meetings as set forth in these Bylaws. Declarant must provide its current mailing address and email address to the Association for purposes of such notice. Notwithstanding anything contained in these Bylaws to the contrary, for so long as there is one director who has been appointed by Declarant, the notice required in this provision is deemed to be satisfied via the notice of meeting provided to the directors; and
- b. Declarant has been given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Board or

the Association. Declarant, its representatives or agents, will make its concerns, thoughts, and suggestions known to the members of the Board. Declarant has the right to disapprove any such action, policy, or program authorized by the Board and to be taken by the Board, the Association, or any individual Member of the Association, if Board, or Association approval is necessary for such action. This right may be exercised by Declarant, its representatives or agents at any time within 10 days following the meeting held pursuant to the terms and provisions of these Bylaws. Declarant may not use its right to disapprove to reduce the level of services that the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

Section 4. Number of Directors

The number of directors in the Association may be not less than 3 nor more than 7. The initial Board consists of 3 members, as identified in the Certificate of Formation.

The number of directors may be increased or decreased within the parameters set forth above by unanimous written consent of the directors, without the approval of the Members. A decrease in the number of directors elected by the Class A Members may not cut short a sitting director's term of office without that director's written consent. An increase in the number of directors to be elected by the Class A Members will be effectuated at the next annual or special meeting of the Members where the increased positions on the Board will be filled by a vote of the Members as provided in these Bylaws for the election of directors, and further provided that the staggering of terms be sustained in a manner similar to that set forth in these Bylaws.

Section 5. Nomination of Directors

Except for directors selected by the Class B Member, the Board may establish a Nominating Committee consisting of a chairperson, who must be a member of the Board, and 3 or more Members in Good Standing. The Nominating Committee must make as many nominations for election to the Board as it receives, provided, however, that nominations from the floor in a Board member election are not permitted. Notwithstanding anything contained in these Bylaws to the contrary, the Class B Member may appoint the members of the Nominating Committee for the first election where directors are to be elected by the Members.

Regardless of whether a Nominating Committee is formed, Members may also nominate themselves by submitting a written nomination to the Board on or before a date to be determined by the Board.

At least 10 days before the Association disseminates absentee ballots or other ballots to the Members for purposes of voting in a Board member election, the Association must provide notice to the Members soliciting candidates interested in running for a position on the Board. The notice must contain instructions for an eligible candidate to notify the Board of the candidate's request to be placed on the ballot and the deadline to submit the candidate's request. The deadline may not be earlier than the 10th day after the date the Board provides the notice. The absentee ballot or

other ballot must include the name of each eligible candidate from whom the Board received a request to be placed on the ballot.

The notice required by this provision must be:

- a. mailed to each Member; *or*
- b. provided:
 - (i) by posting the notice in a conspicuous manner reasonably designed to provide notice to the Members:
 - 1. in a place located on the Common Area or, with a Member's consent, in a conspicuous manner on privately owned property within Nolina; *or*
 - 2. on any Internet website maintained by the Association or other Internet media; *and*
 - (ii) by sending by email to each Member who has registered an email address with the Association.

Section 6. Removal of Directors and Vacancies

A director appointed by Declarant may only be removed by Declarant, and a director elected by the Class A Members may only be removed by the vote of Members holding a majority of the total Class A votes. Notwithstanding the preceding sentence, in the event a director (who is a Member of the Association) has caused a Deed Restriction Violation at any point in time during his or her term, he or she may be removed as a director by the unanimous vote of the remaining directors. Provided, however, in the event a director fails to comply with any federal or state mandated requirements for directors, including, but not limited to, the requirements set forth in the federal Corporate Transparency Act, if applicable, the director will be automatically considered removed from the Board, subject to the notice requirements set forth in these Bylaws.

Any director whose removal is sought must be given notice prior to any meeting called for that purpose.

A vacancy of a director position appointed by Declarant will be filled by Declarant appointment. A vacancy of a director position elected by the Class A Members created prior to the expiration of the director's term will be filled by the affirmative vote of the majority of the remaining directors, regardless of whether that majority is less than a quorum. A director so appointed or elected to fill a vacancy is appointed or elected for the unexpired term of the director's predecessor in office.

B. Meetings

Section 1. Organizational Meetings

The first meeting of the Board following each annual meeting of the Members will be held within 60 days thereafter at such time and place as fixed by the Board.

Section 2. Board Meetings; Action Outside of Meeting

A Board meeting means a deliberation between a quorum of the voting directors or between a quorum of the voting directors and another person, during which Association business is considered and the Board takes formal action. A Board meeting does not include the gathering of a quorum of the Board at a social function unrelated to the business of the Association or the attendance by a quorum of the Board at a regional, state, or national convention, ceremonial event, or press conference if formal action is not taken and any discussion of Association business is incidental to the social function, convention, ceremonial event, or press conference.

During the Development Period, Board meetings must be open to the Members only for those items listed in subsection 2, below, subject to the right of the Board to adjourn a Board meeting and reconvene in closed executive session. After the termination of the Development Period, regular and special Board meetings must be open to the Members, subject to the right of the Board to adjourn a Board meeting and reconvene in closed executive session.

Regarding all Board meetings that are open to the Members, whether such open meetings occur during the Development Period or thereafter, Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on their behalf by a director. In such case, the President may limit the time any Member may speak.

An open meeting may be held by electronic or telephonic means, provided that (i) each director may hear and be heard by every other director, (ii) all Members in attendance at the meeting may hear all directors (except if adjourned to executive session), and (iii) all Members are allowed to listen using any electronic or telephonic communication method used or expected to be used by a director to participate.

Action Outside of a Meeting, Generally:

1. Subject to subsections 2 and 3, below, the Board may take action outside of a meeting, including voting by electronic and telephonic means, without prior notice to Members if each director is given a reasonable opportunity to express the director's opinion to all other directors and to vote. Any action taken without notice to the Members, including estimations of expenditures approved at the meeting, must be summarized orally and documented in the minutes of the next regular or special Board meeting.

Action Outside of a Meeting Prohibited:

2. Notwithstanding subsection 1, above, during the Development Period, a Board meeting must be held and be open to the Members for the purpose of the Board considering or voting on any of the following issues:
 - a. Adopting or amending the Dedicatory Instruments, including the Declaration, these Bylaws, and the rules and regulations of the Association;
 - b. Increasing the amount of Annual Assessments of the Association or adopting or increasing a Special Assessment;
 - c. Electing non-developer directors, or establishing a process by which those directors are elected; and
 - d. Changing the voting rights of Members of the Association.

3. Notwithstanding subsection 1, above, after the expiration of the Development Period, the Board may not consider or vote on any of the following issues except in an open meeting for which prior notice was given to Members:
 - a. Fines;
 - b. Damage assessments;
 - c. Initiation of foreclosure actions;
 - d. Initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
 - e. Increases in Assessments;
 - f. Levying Special Assessments;
 - g. Appeals from a denial of architectural approval;
 - h. A suspension of a right of a particular Member before the Member has an opportunity to attend a Board meeting to present the Member's position, including any defense, on the issue;
 - i. Lending or borrowing money;
 - j. The adoption or amendment of a Dedicatory Instrument;
 - k. The approval of an annual budget or the approval of an amendment of an annual budget;
 - l. The sale or purchase of real property;

- m. The filling of a vacancy on the Board;
- n. The construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; and
- o. The election of an officer.

Section 3. Notice of Meetings

Notice to the Members, directors, and Declarant (if applicable) of the date, hour, place, and general subject of regular or special open Board meetings, including instructions for accessing any communication method utilized for the Board meeting and a general description of any matter to be brought up for deliberation in executive session, must be:

- a. mailed to each Member, director, and Declarant (if applicable) not later than the 10th day nor earlier than the 60th day before the date of the meeting; or
- b. provided at least 144 hours before the start of a regular Board meeting and at least 72 hours before the start of a special Board meeting:
 - (i) by posting in a conspicuous manner reasonably designed to provide notice to the Members and directors:
 - 1. in a place located on the Common Area, or on a Member's property with their consent, or other property within Nolina;
or
 - 2. on any internet website available to the Members that is maintained by the Association or by a management company on behalf of the Association; *and*
 - (ii) by sending notice by email to each Member and director who has registered an email address with the Association and to Declarant (if applicable).

It is the Member's, director's, and Declarant's (if applicable) duty to keep an updated email address registered with the Association.

If the Board recesses to continue the meeting the following regular business day and the recess is taken in good faith and not to circumvent this provision, the Board is not required to post notice of the continued meeting. If the meeting is continued to the next business day and the Board again continues the meeting to another day, the Board must give notice of the continuation in at least one of the manners described above within 2 hours after adjourning the meeting being continued.

Section 4. Special Meetings

Special meetings of the Board will be held when called by written notice issued at the request of the President of the Board or by written resolution of a majority of a quorum of the Board. Notice must be given to the Members as provided above.

Section 5. Waiver of Notice of Meeting by Director

The transaction of any meeting of the Board, however called and noticed or wherever held, is as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting, each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent by a director need not specify the purpose of the meeting. Notice of a meeting is also deemed given to any director who attends the meeting without protesting in writing before or at its commencement about the lack of adequate notice.

Section 6. Quorum of Board of Directors

At all meetings of the Board, a majority of the directors constitutes a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present constitute the decision of the Board. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting subject to the notice requirements set forth in these Bylaws. At the reconvened meeting, if a quorum is present, any business that might have been transacted at the meeting originally called may be transacted without further notice.

Section 7. Compensation

No director may receive any compensation from the Association for acting as a director unless approved by Members representing a majority of the total Class A votes of the Association at a regular or special meeting of the Association; provided, however, that a director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors. Notwithstanding the foregoing, the Board may adopt a policy setting a value under which anything received is not considered compensation.

Section 8. Conduct of Meetings

The President, or the President's designee, will preside over all meetings of the Board, and the Secretary, or the Secretary's designee, will keep a minute book of the meetings of the Board and will record in the minute book all resolutions adopted by the Board and all transactions and proceedings occurring at such meetings.

Section 9. Executive Session

The Board may close a portion of its meetings for the purpose of discussing actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the Association's attorney, matters involving the invasion of privacy of individual Members, or matters that are to remain confidential by request of the affected

parties and by agreement of the Board. Following an executive session, any decision made in the executive session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual Members, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.

C. Powers

Section 1. Powers

The Board is responsible for the affairs of the Association and has all of the powers necessary for the administration of the Association's affairs.

The Board may delegate to one or more of its directors the authority to act on behalf of the Board on all matters relating to the duties of the managing agent or manager, if any, that might arise between meetings of the Board.

In addition to the authority created in these Bylaws, by Texas law, or by any resolution of the Board that may hereafter be adopted, the Board has the power to perform or cause to be performed, the following, in way of explanation, but not limitation:

- a. preparing and adopting annual budgets;
- b. making Assessments, establishing the means and methods of collecting such Assessments, and establishing the payment schedule for Special Assessments;
- c. collecting Assessments, depositing the proceeds thereof in a bank depository that it approves, and using the proceeds to operate the Association; provided, any reserve funds may be deposited, in the directors' best business judgment, in depositories other than banks;
- d. providing for the operation, care, upkeep, and maintenance of all Common Areas, including entering into contracts to provide for the operation, care, upkeep, and maintenance;
- e. making or contracting for the making of repairs, additions, and improvements to, or alterations of the Common Areas in accordance with the other provisions of the Declaration and these Bylaws after damage or destruction by fire or other casualty;
- f. designating, hiring, and dismissing the personnel necessary for the operation of the Association and the maintenance, operation, repair, and replacement of its property and the Common Areas and, where appropriate, providing for the compensation of the personnel and for the purchase of equipment, supplies, and materials to be used by the personnel in the performance of their duties;

- g. making and amending rules and regulations and promulgating, implementing, and collecting fines for violations and collecting fees related to the enforcement of the rules and regulations, the Declaration, and all Dedicatory Instruments for the Property;
- h. opening bank accounts on behalf of the Association and designating the signatories required;
- i. enforcing by legal means the provisions of the Dedicatory Instruments and bringing any proceedings that may be instituted on behalf of or against the Owners concerning the Association;
- j. obtaining and carrying insurance against casualties and liabilities with policy limits, coverage, and deductibles as deemed reasonable by the Board and paying the premium cost thereof;
- k. paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;
- l. keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;
- m. maintaining a Membership register reflecting, in alphabetical order, the names, property addresses, and mailing addresses of all Members;
- n. making available upon request to any prospective purchaser, any Owner, any purchase money mortgagee, and the holders, insurers, and guarantors of a purchase money mortgage on any property, for any proper purpose during normal business hours by advance appointment, copies of the Declaration, the Certificate of Formation, these Bylaws, rules governing the Property, and all other books, records, and financial statements of the Association for a reasonable charge; and making copies thereof available for a reasonable charge;
- o. permitting utility suppliers to use portions of the Common Areas reasonably necessary to the ongoing development or operation of the Property;
- p. compromising, participating in mediation, submitting to arbitration, releasing with or without consideration, extending time for payment, and otherwise adjusting any claims in favor of or against the Association;
- q. commencing or defending any litigation in the Association's name with respect to the Association or any Association property; and
- r. regulating the use, maintenance, repair, replacement, modification, and appearance of the Property.

Section 2. Management

The Board may employ for the Association a professional management agent or agents to perform duties and services authorized by the Board at a compensation established by the Board.

Section 3. Accounts and Reports

The following management standards of performance must be followed unless the Board, by resolution, specifically determines otherwise:

- a. Accrual or cash accounting, as defined by generally accepted accounting principles, must be employed.
- b. Accounting and controls must conform to generally accepted accounting principles.
- c. Cash accounts of the Association may not be commingled with any other accounts.
- d. No remuneration without full disclosure and prior agreement of the Board, or as contained in a written management contract, may be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; provided, however, the Board may adopt a policy setting a value under which anything received is not considered remuneration.
- e. Any financial or other interest that any director or the managing agent may have in any firm providing goods or services to the Association must be disclosed promptly to the Board.
- f. Commencing at the end of the month in which the first Lot is sold and closed, financial reports may be prepared for the Association monthly containing:
 - (i) an income statement reflecting all income and expense activity for the preceding period on an accrual or cash basis;
 - (ii) a statement reflecting all cash receipts and disbursements for the preceding period;
 - (iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;
 - (iv) a balance sheet as of the last day of the preceding period; and

- (v) a delinquency report listing all Owners who are delinquent in paying any Assessments at the time of the report and describing the status of any action to collect such Assessments that remain delinquent.
- g. An annual report consisting of at least the following must be prepared as soon as practicable after the close of the fiscal year and made available to all Members at the next annual meeting of Members: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. The annual report referred to above may be prepared on an audited or reviewed basis by an independent, certified public accountant, as determined by the Board.

Section 4. Borrowing

The Board may borrow money for the purpose of maintenance, repair, or restoration of the Common Areas, or for any other proper purpose without the approval of the Members of the Association. The Board, on behalf of the Association, may pledge the Association's Assessments and assign the Association's lien rights as collateral for any loan obtained by the Board on behalf of the Association.

Section 5. Rights of the Association

With respect to the Common Areas and in accordance with the Certificate of Formation and the Declaration, the Board may contract with any person or entity for the performance of various duties and functions. Without limiting the foregoing, this right entitles the Board to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or other neighborhood owner or resident associations, both within and without the Property. Such agreements require the consent of a majority of the total number of non-interested directors of the Board.

The Association is not bound, either directly or indirectly, by any contract, lease, or other agreement (including any management contract) entered into by the Association after the termination of the Development Period, unless such contract, lease, or other agreement contains a right of termination exercisable by either party without penalty at any time, with or without cause. Such notice of termination must be submitted in writing, with receipted delivery confirmation, to all parties to the contract, lease, or other agreement.

Section 6. Enforcement

After notice and an opportunity to be heard, if same is required by law, the Board may impose reasonable fines, which constitute a lien upon the property of the violating Owner, and may suspend an Owner's right to use the Common Areas for a violation of any duty imposed under the Declaration, these Bylaws, or any rules and regulations duly adopted by the Board; provided, however, nothing in these Bylaws authorizes the Association or the Board to limit ingress and egress to or from a Lot. In addition, the Board may suspend any services provided by the Association to a Lot in the event that the Owner of such Lot is more than 30 days delinquent in paying any Assessment due to the Association. In the event that an Occupant or Owner violates the Dedicatory Instruments and a fine is imposed, the fine will be assessed against the Occupant

or Owner; provided, however, if the fine is initially assessed against the Occupant and is not paid by the Occupant within the time period set by the Board, the Owner must pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, these Bylaws, or any rule or regulation is not deemed a waiver of the right of the Board to do so thereafter.

As provided in the Declaration, each Owner must pay to the Association certain charges, fees, and Assessments, including charges, fees, and Assessments as may be included, from time to time, by amendment to the Declaration. All costs, expenses, and fees charged to, or paid by, the Association in collecting, or attempting to collect, the charges, fees, and Assessments, as well as interest as specified in the Declaration, will be assessed against the Owner and the Lot and will become part of the Assessments due on the Lot. Likewise, all costs, expenses, and fees incurred by the Association in rectifying, or attempting to rectify, a violation of the Declaration, the rules and regulations, the Guidelines, or the Board policies will be assessed against the Owner and the Lot and will become part of the Assessments due on the Lot. Such costs, expenses, and fees include:

- a. actual expenses, including attorney's fees and court costs;
- b. a Late Processing Fee, set annually by the Board, which may be assessed for any account that has an unpaid balance on or after 30 days after the due date, as an inducement to pay on time and to offset administrative costs and expenses incurred in the collection process;
- c. a Dishonored-Check Processing Fee, set by the Board, which may be assessed for any payment check dishonored by the bank, to offset the additional processing cost incurred;
- d. a Partial Payment Processing Fee, set by the Board, which may be assessed if any payment for less than the full amount due is made at the time of payment, to offset the additional processing costs incurred;
- e. an Administrative Fee, which may be assessed for the transfer of ownership of any Lot, including by foreclosure, to offset the administrative costs and expenses associated with (1) quoting, verbally or in writing, the status of the Assessments and other charges due on the Lot, (2) tracking, researching, and determining or attempting to determine ownership, (3) updating the books and records of the Association to reflect the transfer, and (4) preparing and mailing introductory information regarding the Property, the Association, and the covenants, conditions, restrictions, rules, and regulations applicable to the new Owner;
- f. a Refinance Fee, which may be assessed for the refinance of any Lot, to offset the administrative costs and expenses associated with quoting the status of the Assessments and other charges due on the Lot and updating the books and records of the Association; and
- g. a reasonable fee to assemble, copy, deliver, and update a Resale Certificate.

Any Assessment or charge that is not paid when due is delinquent. All payments will be applied pursuant to the Collection, Board Hearing, and Payment Plan Policy adopted by the Board.

Notwithstanding anything to the contrary contained in these Bylaws, the Association, acting through the Board, may elect to enforce any provision of the Declaration, these Bylaws, or the rules and regulations of the Association by Self Help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations and the performing of exterior maintenance) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedures set forth above. In any such action, to the maximum extent permissible, the Owner or Occupant responsible for the violation of which abatement is sought must pay all costs, fines, and costs to repair, including reasonable attorney's fees actually incurred.

ARTICLE IV. OFFICERS

A. Officers

The officers of the Association are a President, Vice President, Secretary, and Treasurer, to be elected from among the members of the Board. The Board may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it deems desirable, and may provide such officers with the authority to perform the duties prescribed from time to time by the Board. Any 2 or more offices may be held by the same person, except the offices of President and Secretary. Officers that are Members of the Association must be Members in Good Standing.

B. Election, Term of Office and Vacancies

The officers of the Association are elected annually by the Board at the first meeting of the Board following each annual meeting of the Members. A vacancy in any office may be filled by the Board for the unexpired portion of the term.

C. Removal

Any officer may be removed from office, but not as a director of the Board, with or without cause, by a majority vote of the Board whenever in its judgment the best interests of the Association are served thereby.

D. Powers and Duties

The officers of the Association each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board. The President is the chief executive officer of the Association. The Treasurer has primary responsibility for the preparation of the budget and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

E. Resignation

Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. The resignation takes effect on the date of the receipt of the notice or at any later time specified in the notice, and, unless otherwise specified in the notice, the acceptance of the resignation is not necessary to make it effective. For the purposes of this Subsection, written resignation to the Board may be accomplished by facsimile, electronic transmission, certified mail, or receipted hand delivery.

F. Agreements, Contracts, Deeds, Leases, Checks, Etc.

Until the expiration of Class B Membership, agreements, contracts, deeds, leases, checks, and other instruments of the Association may be executed by at least 1 officer or by such other person or persons as are designated by resolution of the Board.

Upon the expiration of Class B Membership, all agreements, contracts, deeds, leases, checks, and other instruments of the Association must be executed by at least 2 officers or by such other person or persons as are designated by resolution of the Board.

ARTICLE V. COMMITTEES

The Board may establish committees to perform such tasks and to serve for such periods as designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Each committee established by the Board must operate in accordance with the terms of the resolution of the Board designating the committee and in accordance with such rules as are adopted by the Board. All committees of the Board are vested with advisory powers only and are not authorized to act on behalf of the Board, unless otherwise specifically authorized by the Board or the Dedicatory Instruments. Committee members are appointed and may be removed by the majority vote of the Board, and committee members that are Members of the Association must be Members in Good Standing. Any committee established by the Board may be dissolved at any time and for any purpose by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present.

ARTICLE VI. MISCELLANEOUS

A. Fiscal Year

The fiscal year of the Association is January 1st to December 31st of each year.

B. Parliamentary Rules

Except as may be modified by Board resolution, Robert's Rules of Order (current edition) may, but is not required to, govern the conduct of Association proceedings when not in conflict with Texas law, the Certificate of Formation, the Declaration, or these Bylaws.

C. Conflicts

If there are conflicts between the provisions of Texas law, the Certificate of Formation, the Declaration, and these Bylaws, then the provisions of Texas law, the Declaration, the Certificate of Formation, and these Bylaws (in that order) prevail.

D. Books and Records

The inspection, production, and copying of the records of the Association must be made pursuant to the Access, Production, and Copying Policy adopted by the Board.

Every director has the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical property owned or controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant documents at the expense of the Association.

E. Notices

Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws must be in writing and are deemed to have been duly given if delivered personally or if sent by United States Mail, first-class postage pre-paid:

- a. if to a Member, at the address that the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of such Member; or
- b. if to the Association, to the Board, or to the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as will be designated by notice in writing to the Members pursuant to this Section.

F. Amendment

These Bylaws may be amended only by the affirmative vote or written consent, or any combination thereof, of a majority of the Board (and the consent of Declarant, so long as the Development Period exists). Notwithstanding the above, the percentage of votes or other approval necessary to amend a specific clause will not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

G. Indemnity

To the fullest extent permitted by applicable law, the Association agrees to indemnify, protect, hold harmless, and defend its officers, directors, and committee members (collectively referred to as the “*Indemnitees*”) from and against all claims, demands, damages, injuries, losses, liens, causes of action, suits, judgments, penalties, liabilities, debts, costs, and expenses, including court costs and attorney’s fees (collectively, the “*Liabilities*”), of any nature, kind, or description, whether arising out of contract, tort, strict liability, misrepresentation, violation of applicable law, or any cause whatsoever (including, without limitation, claims for injuries to or death of any

person, or damages to or loss of any property) of any person or entity directly or indirectly arising out of, caused by, in connection with, or resulting from any act or omission of any of the Indemnitees; provided, however, that the Association will not indemnify the Indemnitees for any Liabilities arising as a result of the gross negligence or willful misconduct of the Indemnitees. **THE OBLIGATIONS OF THE ASSOCIATION UNDER THIS SECTION APPLY TO THE LIABILITIES EVEN IF SUCH LIABILITIES ARE CAUSED IN WHOLE OR IN PART BY THE SOLE, JOINT, OR CONCURRENT NEGLIGENCE, FAULT, OR STRICT LIABILITY OF ANY INDEMNITEE AND WHETHER OR NOT SUCH SOLE OR CONCURRENT NEGLIGENCE, FAULT OR STRICT LIABILITY WAS ACTIVE OR PASSIVE.**

The Indemnitees will promptly advise the Association in writing of any action, administrative or legal proceeding, or investigation as to which indemnification may apply, and the Association, at the Association's expense, will assume on behalf of the Indemnitees and conduct with due diligence and in good faith the defense thereof with competent trial counsel; provided, however, that the Indemnitees will have the right, at their own option, to be represented by advisory counsel of their own selection and at their own expense.

In the event of the failure by the Association to fully perform its obligations in accordance with this Section, the Indemnitees, at their option, and without relieving the Association of its obligations hereunder, may so perform, but all costs and expenses incurred by the Indemnitees in that event will be reimbursed by the Association to the Indemnitees, together with interest, on the same from the date any such expense was paid by the Indemnitees until reimbursed by the Association, at the highest lawful rate of interest allowed under applicable usury laws of the State of Texas (or, if no maximum rate is applicable, at the rate of 18% per annum). The indemnification will not be limited to damages, compensation, or benefits payable under insurance policies. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under this Section, such legal limitations are made a part of the indemnification obligations and will operate to amend the indemnification obligations to the minimum extent necessary to bring the provisions into conformity with the requirements of such limitations, and as so modified, the indemnification obligations will continue in full force and effect.

H. Business Judgment Rule

Any act or thing done by any director, officer, or committee member taken in furtherance of the purposes of the Association and accomplished in conformity with the procedures set forth in the Dedicatory Instruments and the laws of the State of Texas will be reviewed under the standard of the Business Judgment Rule as established by the common law of Texas, and such act or thing done is not a breach of duty on the part of the director, officer, or committee member if it has been done within the exercise of the director's, officer's, or committee member's discretion and judgment. The Business Judgment Rule means that a court may not substitute its judgment for that of the director, officer, or committee member. A court may not re-examine the quality of the decisions made by the director, officer, or committee member by determining the reasonableness of the decision as long as the decision is made in good faith in what the director, officer, or committee member believes to be the best interest of the corporation.

Furthermore, in accordance with Section 21.419 of the Texas Business Organizations Code or its successor statute, in taking or declining to take any action on any Association matters, each director and officer of the Association is presumed to act (i) in good faith, (ii) on an informed basis, (iii) in furtherance of the interests of the Association, and (iv) in obedience to the law and to the Dedicatory Instruments governing the administration and operation of the Association. Neither the Association nor any Member has a cause of action against a director or officer of the Association as a result of any act or omission in the director's or officer's capacity as a director or officer unless (i) the claimant rebuts one or more of the presumptions set forth above and established in Section 21.419 of the Texas Business Organizations Code, and (ii) it is proven by the claimant that the director's or officer's act or omission constituted a breach of one or more of the director's or officer's duties as a director or officer and such breach involved fraud, intentional misconduct, an ultra vires act, or a knowing violation of the law. The presumptions set forth above and in Section 21.419 of the Texas Business Organizations Code are in addition to any other legal presumption arising out of common law or statute and do not abrogate, preempt, or lessen any other defense, presumption, immunity, or privilege in favor of a director or officer of the Association under constitutional, statutory, case, or common law.

I. Owner Conflict

If an Owner is involved in litigation with the Association as to a conflict of interpretation of the Dedicatory Instruments, including, but not limited to, the Declaration, the Certificate of Formation for the Association, the rules and regulations promulgated by the Association, the Guidelines, the policies, these Bylaws, or the amount of delinquent Assessments, that Owner may not participate in any Association meeting or activity subject to any applicable parameters set forth in Section 209.0059 of the Texas Property Code, or its successor statute. Additionally, after notice and an opportunity to be heard, if required by law, an Owner's use of the Common Area may be withheld to the extent allowed by law.

J. Dissolution, Winding Up, Termination

The Association may be wound-up or dissolved pursuant to the Texas Business Organizations Code, or its successor statute. If the Association is wound-up or dissolved, the assets will be distributed pursuant to a plan of distribution approved by the Members.

K. Jurisdiction and Venue

The provisions in these Bylaws are governed by and enforced in accordance with the laws of the State of Texas. Venue is mandatory in Williamson County, Texas.

L. Interpretation

For purposes of these Bylaws, (a) "include", "includes", and "including" are deemed to be followed by the words "without limitation", (b) "or" is not exclusive, (c) "any" means "any and all", and (d) "may not" is a prohibition and does not mean "might not" or its equivalents. The singular wherever used in these Bylaws must be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions of these Bylaws applicable either to corporations (or other entities) or individuals, male or female, must in all cases be assumed as though in each case fully expressed.

CERTIFICATION

I, the undersigned, do certify:

That I am the President of Nolina Residential Association, Inc., a Texas nonprofit corporation;

That these Bylaws constitute the First Amended and Restated Bylaws of the Association, as duly adopted at a meeting of the Board of Directors where a quorum was present held on the 17 day of November, 2025.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this the 18 day of November, 2025.

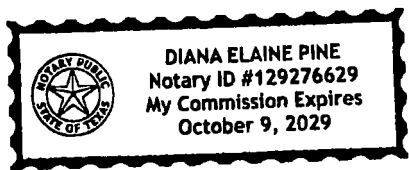
Nolina Residential Association, Inc.,
a Texas nonprofit corporation

By: *[Signature]*
Print Name: Matt Banks
Title: President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, on this day personally appeared Matt Banks, the President of Nolina Residential Association, Inc., a Texas nonprofit corporation, known by me to be the person whose name is subscribed to this instrument and acknowledged to me that s/he executed the same for the purposes and in the capacity stated in this instrument, and as the act and deed of said corporation.

Given under my hand and seal of office, this 18 day of November, 2025.



Diana Elaine Pine
Notary Public – State of Texas

JOINDER AND CONSENT BY THE CLASS B MEMBER

The undersigned, being the Class B Member (as defined in the Declaration of Covenants, Conditions, and Restrictions for Nolina (Residential Property)), joins and consents to the foregoing First Amended and Restated Bylaws of Nolina Residential Association, Inc.

SIGNED this the 18 day of November, 2025.

CLASS B MEMBER:

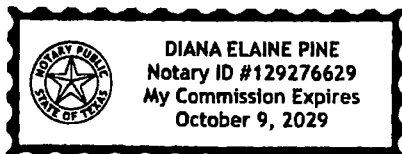
JDS RR LLC, a Texas limited liability company

[Handwritten Signature]
By: _____
Print Name: L. Michael Cox
Print Title: President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared L. Michael Cox, the President of JDS RR LLC, a Texas limited liability company, known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes and in the capacity expressed in this instrument.

Given under my hand and seal of office, this 18 day of November 2025.



Diana Elaine Pine

Notary Public – State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2025094084

Fee: \$137.00
11/26/2025 11:35 AM KOROURKE



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas

①
E
Roberts Markel Weinberg
Butler Hailey PC
2800 Post Oak Blvd 57th Floor
Houston Tx 77056



NOLINA RESIDENTIAL ASSOCIATION, INC.
MANAGEMENT CERTIFICATE

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

The undersigned, being the Managing Agent for Nolina Residential Association, Inc., a nonprofit corporation organized and existing under the laws of the State of Texas (the “*Association*”), submits the following information pursuant to Section 209.004 of the Texas Property Code, which information supersedes the information in any prior Management Certificate filed by the Association:

1. Name of Subdivision: The name of the subdivision is Nolina.
2. Name of Association: The name of the Association is Nolina Residential Association, Inc.
3. Recording Data for the Subdivision:
 - a. Property described by metes and bounds on Exhibit A attached to the First Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Nolina (Residential Property), recorded in the Official Public Records of Williamson County, Texas under Document No. 2025091882 (which Exhibit A is incorporated herein by this reference).
 - b. Nolina Subdivision, Phase 1, Section One (1), a subdivision in Williamson County, Texas, according to the map or plat thereof recorded under Document No. 2023078970 SAVE AND EXCEPT Lots 1 and 2, Block R and Lot 2, Block A, in the Official Public Records of Williamson County, Texas, and all amendments to or replats of said maps or plats, if any.
 - c. Nolina Subdivision, Phase 1, Section Two (2), a subdivision in Williamson County, Texas, according to the map or plat thereof recorded under Document No. 2023079014 in the Official Public Records of Williamson County, Texas, and all amendments to or replats of said maps or plats, if any.
 - d. Nolina Subdivision, Phase 1, Section Three (3), a subdivision in Williamson County, Texas, according to the map or plat thereof recorded under Document No. 2025008235 in the Official Public Records of Williamson County, Texas, and all amendments to or replats of said maps or plats, if any.

- e. Nolina Subdivision, Phase 2A, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded under Document No. 2025007201 in the Official Public Records of Williamson County, Texas, and all amendments to or replats of said maps or plats, if any.
4. Recording Data for the Declaration:*
- a. First Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Nolina (Residential Property), Williamson County Clerk's File No. 2025091882.
 - b. Supplemental Amendment to the Declaration of Covenants, Conditions, and Restrictions for Nolina (Residential Property) Phase 1, Section 1 (save and except Lots 1 and 2, Block R and Lot 2, Block A), Williamson County Clerk's File No. 2023091807.
 - c. Supplemental Amendment to the Declaration of Covenants, Conditions, and Restrictions for Nolina (Residential Property) Phase 1, Section 2, Williamson County Clerk's File No. 2023091808.
 - d. Supplemental Amendment to the Declaration of Covenants, Conditions, and Restrictions for Nolina (Residential Property) Phase 1, Section 3, Williamson County Clerk's File No. 2025019954.
 - e. Supplemental Amendment to the Declaration of Covenants, Conditions, and Restrictions for Nolina (Residential Property) Phase 2A, Williamson County Clerk's File No. 2025019955.
5. Name and Mailing Address of the Association: The name and mailing address of the Association is Nolina Residential Association, Inc. c/o Capital Consultants Management Corporation (CCMC), 7800 N. Dallas Parkway, Suite 450, Plano, Texas 75024.
6. Contact Information for the Association's Designated Representative: The contact information of the designated representative of the Association is: CCMC Conveyance Department, Capital Consultants Management Corporation; Address: 7800 N. Dallas Parkway, Suite 450, Plano, Texas 75024; Phone Number: 469-246-3500; Email Address: ccmtx@ccmnet.com.
7. Association Website: The Association's Dedicatory Instruments are available to Members online at: www.nolinaapp.com.
8. The amount and description of the fees and other charges charged by the Association in connection with a property transfer are as follows:

Description	Fee
Resale Disclosure and Lien Estoppel Fee	\$375.00
No Title Sale	\$125.00
Resale Trustee/Lender Sale	\$125.00
Lender Questionnaire Fee – Standard	\$50.00
Lender Questionnaire Fee – Custom	\$150.00
Refinance/Lien Estoppel Update	\$50.00
Rush Fee	\$100.00
Capitalization Fee [Declaration Article XV, Section F]	Each Grantee acquiring title to a Lot agrees to pay to the Association a Capitalization Fee in an amount equal to 100% of the then-current Annual Assessment rate plus 100% of the then-current Service Area Assessment rate (if applicable). Notwithstanding the foregoing, the Capitalization Fee by a Builder acquiring title to a Lot is an amount equal to 50% of the then-current Annual Assessment rate plus 50% of the then-current Service Area Assessment rate (if applicable) which applies to Lot Owners other than Declarant. Capitalization Fees are payable to the Association on the date of the transfer of title to a Lot. Some exemptions apply. For future years, the Capitalization Fee must be verified with the Association.

[SIGNATURE PAGE FOLLOWS]

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2025096182

Pages: 5 Fee: \$37.00

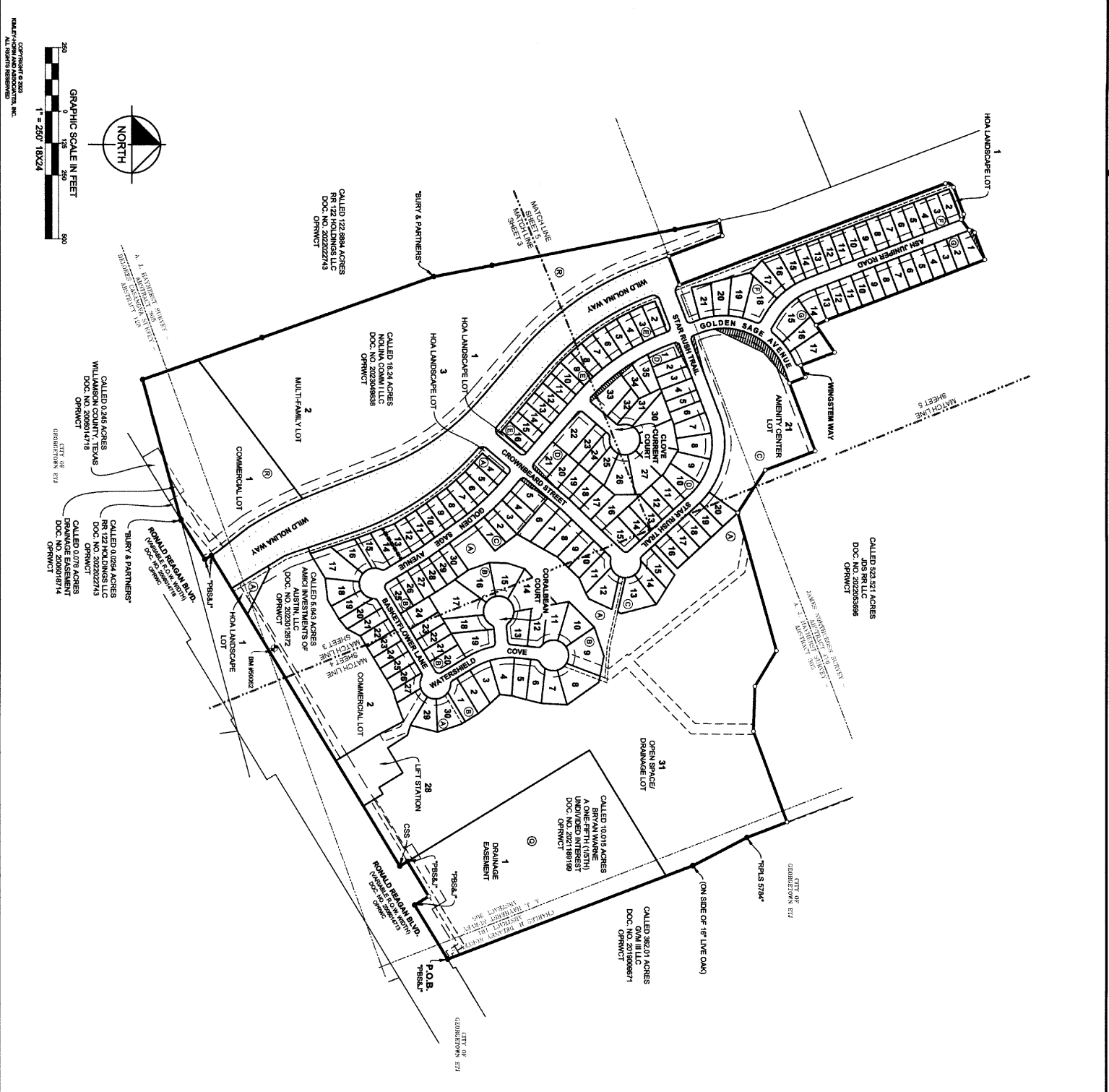
12/05/2025 09:01 AM

OSALINAS



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas



Kimley»Horn

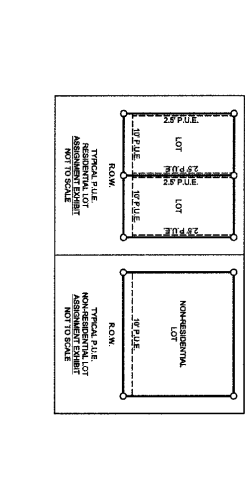
10814 JOLLIVILLE ROAD, CAMPUS IV
SUITE 200, AUSTIN, TEXAS 78799
TRIPLES FIRM # 10194624
WWW.KIMLEYHORN.COM

TEL. NO. (512) 418-1771
PROJECT NO. 2023078970
SHEET NO. 2 OF 8

SCALE 1" = 250'
DRAWN BY RPP
CHECKED BY MMH
DATE 09/12/23

FINAL PLAT
NOLINA SUBDIVISION
PHASE 1 SECTION 1

BEING 119,919 ACRES OUT OF THE
JAMES NORTHCROSS SURVEY, ABSTRACT 478
A. J. HAYHERST SURVEY, ABSTRACT 306
DELORES CASANOVA SURVEY, ABSTRACT 128
CHARLES H. DELANEY SURVEY, ABSTRACT 181
WILLIAMSON COUNTY, TEXAS

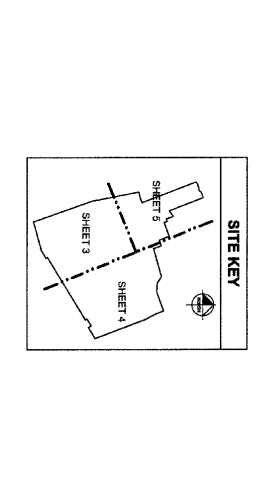


LINE TYPE LEGEND

--- (Dashed)	BOUNDARY LINE
--- (Dotted)	INTERIOR LOT LINE
--- (Dash-dot)	ADJOINING PROPERTY LINE
--- (Long Dash)	SEPARATE LINE
--- (Short Dash)	EXISTING EASEMENT LINE
--- (Dash-dot-dot)	FLOORPLAN LINE
--- (Dash-dot-dot-dot)	APPROXIMATE SURVEY LINE
--- (Dash-dot-dot-dot-dot)	CITY OF GEORGETOWN E10 LINE
--- (Dash-dot-dot-dot-dot-dot)	MATCH LINE
--- (Hatched)	SHORT DISTANCE EASEMENTS

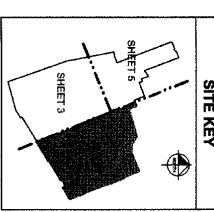
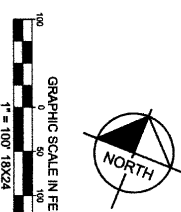
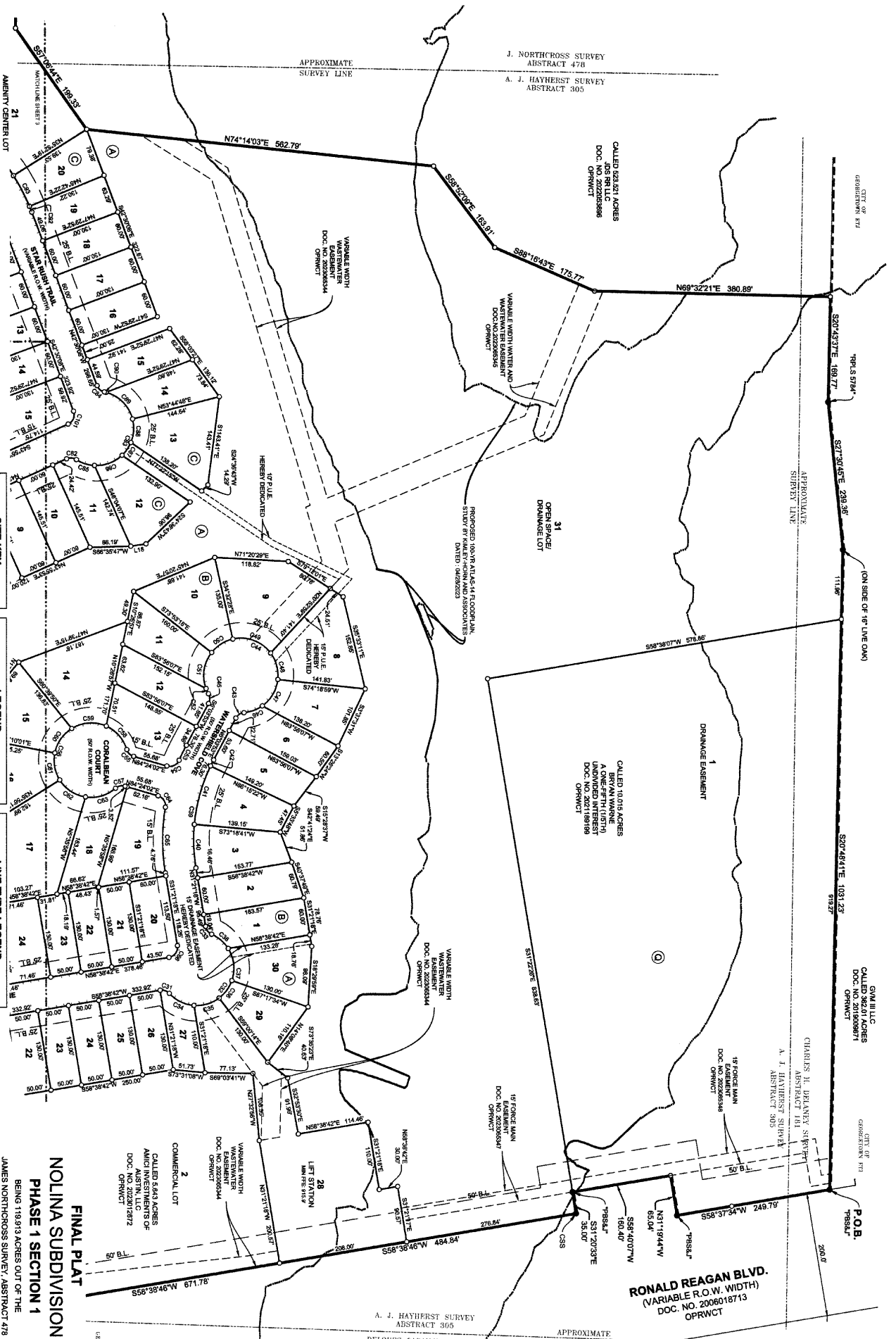
LEGEND

--- (Dashed)	OFFWCT OFFICIAL PUBLIC RECORDS
--- (Dotted)	WILLIAMSON COUNTY, TEXAS
--- (Dash-dot)	P.O.B. POINT OF BEGINNING
--- (Dash-dot-dot)	R.O.W. RIGHT-OF-WAY
--- (Dash-dot-dot-dot)	B.L. BUILDING SETBACK LINE
--- (Dash-dot-dot-dot-dot)	1/2-INCH IRON ROD WITH CAP *K&M SET (CAP NOTED)
--- (Dash-dot-dot-dot-dot-dot)	COTTON SPRINKLE WITH WASHER WITH NON STAMPED SET
--- (Dash-dot-dot-dot-dot-dot-dot)	BENCHMARKS
--- (Dash-dot-dot-dot-dot-dot-dot-dot)	CALCULATED POINT
--- (Dash-dot-dot-dot-dot-dot-dot-dot-dot)	BLOCK LETTER



ALL RIGHTS RESERVED. THIS DOCUMENT IS THE PROPERTY OF KIMLEY-HORN AND SHOULD NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. WITHOUT THE WRITTEN PERMISSION OF KIMLEY-HORN. 2023078970

Doc # 2023078970



- LEGEND**
- OPRWCT OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
 - P.O.B. POINT OF BEGINNING
 - R.O.W. RIGHT-OF-WAY
 - B.L. BUILDING SETBACK LINE
 - 1/2 INCH IRON ROD WITH CAP *KAY SET (CAP NOTED)
 - CSS COTTON SPINDLE WITH WASHER WITH *KAY STAMPED SET
 - BECHMARKS
 - CALCULATED POINT
 - BLOCK LETTER

- LINE TYPE LEGEND**
- BOUNDARY LINE
 - INTERIOR LOT LINE
 - ADJOINING PROPERTY LINE
 - EXISTING EASEMENT LINE
 - EXISTING EASEMENT LINE
 - 5' SIDEWALK LINE
 - APPROXIMATE SURVEY LINE
 - CITY OF GEORGETOWN SET LINE
 - MATCH LINE
 - SHORT DISTANCE EASEMENTS

Kimley»Horn

10814 DOLLVILLE ROAD, CAMPUS IV
SUITE 200 AUSTIN, TEXAS 78798

TEL. NO. (612) 418-1771
WWW.KIMLEY-HORN.COM

10814 DOLLVILLE ROAD, CAMPUS IV
SUITE 200 AUSTIN, TEXAS 78798

SCALE 1" = 100'

DEWANN BY RPP
CHECKED BY MMH
DATE 8/31/2023
PROJECT NO. 086291603
SHEET NO. 4 OF 8

FINAL PLAT
NOLINA SUBDIVISION
PHASE 1 SECTION 1
BEING 119.919 ACRES OUT OF THE
JAMES NORTHCROSS SURVEY, ABSTRACT 478
A. J. HAYHERST SURVEY, ABSTRACT 305
DELORES CASANOVA SURVEY, ABSTRACT 128
CHARLES H. DELANEY SURVEY, ABSTRACT 181
WILLIAMSON COUNTY, TEXAS

COMMERCIAL LOT
CALLED 5.443 ACRES
AMIC INVESTMENTS OF
AUSTIN, LLC
DOC. NO. 2022812812
OPRWCT

VARIABLE WIDTH
WASTEWATER
EASEMENT
DOC. NO. 202283544
OPRWCT

VARIABLE WIDTH
WASTEWATER
EASEMENT
DOC. NO. 202283544
OPRWCT

VARIABLE WIDTH
WASTEWATER
EASEMENT
DOC. NO. 202283544
OPRWCT

VARIABLE WIDTH
WASTEWATER
EASEMENT
DOC. NO. 202283544
OPRWCT

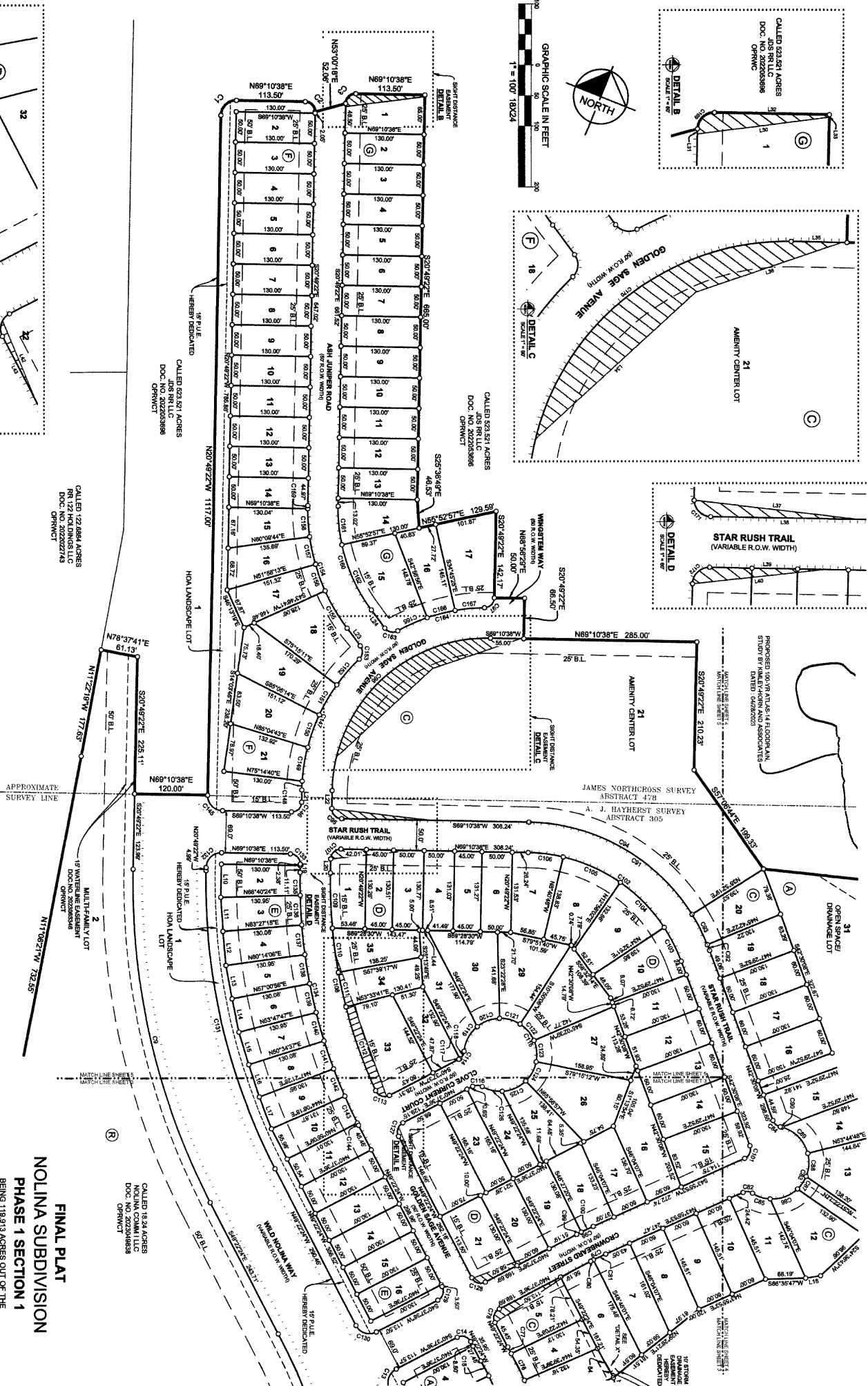
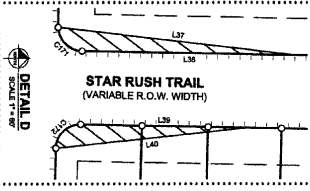
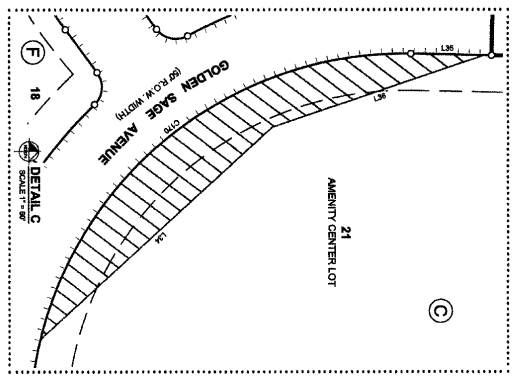
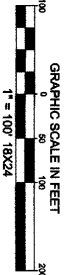
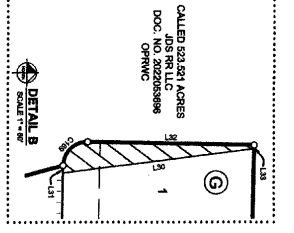
VARIABLE WIDTH
WASTEWATER
EASEMENT
DOC. NO. 202283544
OPRWCT

VARIABLE WIDTH
WASTEWATER
EASEMENT
DOC. NO. 202283544
OPRWCT

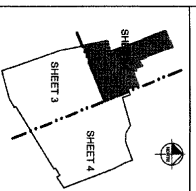
VARIABLE WIDTH
WASTEWATER
EASEMENT
DOC. NO. 202283544
OPRWCT

CITY OF FT. WORTH

CALLED 823.241 ACRES
JDS RR LLC
DOC. NO. 202205898
OFFTRACT



SITE KEY



LEGEND

- OFFTRACT OFFICIAL PUBLIC RECORDS WILLAMSON COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT-OF-WAY
- B.L. BUILDING SETBACK LINE
- 1/2 INCH IRON ROD WITH CAP *K44* SET (CAP NOTED)
- C.S.S. COTTON SPINDLE WITH WASHER WITH NAIL STAMPED SET
- BENCHMARKS CALCULATED POINT
- BLOCK LETTER

LINE TYPE LEGEND

- BOUNDARY LINE
- ADJOINING PROPERTY LINE
- SETRACK LINE
- EXISTING EASEMENT LINE
- FLOODPLAIN LINE
- 5' SIDEWALK LINE
- APPROXIMATE SURVEY LINE
- CITY OF GEORGETOWN ET AL LINE
- MATCH LINE
- SIGHT DISTANCE EASEMENTS

**FINAL PLAT
NOLINA SUBDIVISION
PHASE 1 SECTION 1**

BEING 18.93 ACRES OUT OF THE
JAMES NORTHROSS SURVEY, ABSTRACT 478
A. J. HAYHERST SURVEY, ABSTRACT 305
DELORES CASANOVA SURVEY, ABSTRACT 128
CHARLES H. DELANEY SURVEY, ABSTRACT 181
WILLAMSON COUNTY, TEXAS

Kimley»Horn

10814 HOLLYVILLE ROAD, CAMPBUS IV
SUITE 200, AUSTIN, TEXAS 78739

TEL. NO. (817) 418-1771
WWW.KIMLEY-HORN.COM

SCALE	1" = 10'
DRAWN BY	RPP
CHECKED BY	MMH
DATE	8/31/2023
PROJECT NO.	086291803
SHEET NO.	5 OF 8

BLOCK A

Table with 4 columns: LOT NO., ACRES, SQ. FT., and SO. FT. for Block A lots 1 through 16.

BLOCK B

Table with 4 columns: LOT NO., ACRES, SQ. FT., and SO. FT. for Block B lots 1 through 16.

BLOCK C

Table with 4 columns: LOT NO., ACRES, SQ. FT., and SO. FT. for Block C lots 1 through 16.

BLOCK D

Table with 4 columns: LOT NO., ACRES, SQ. FT., and SO. FT. for Block D lots 1 through 16.

BLOCK E

Table with 4 columns: LOT NO., ACRES, SQ. FT., and SO. FT. for Block E lots 1 through 16.

BLOCK F

Table with 4 columns: LOT NO., ACRES, SQ. FT., and SO. FT. for Block F lots 1 through 16.

BLOCK G

Table with 4 columns: LOT NO., ACRES, SQ. FT., and SO. FT. for Block G lots 1 through 16.

BLOCK H

Table with 4 columns: LOT NO., ACRES, SQ. FT., and SO. FT. for Block H lots 1 through 16.

BLOCK I

Table with 4 columns: LOT NO., ACRES, SQ. FT., and SO. FT. for Block I lots 1 through 16.

BLOCK J

Table with 4 columns: LOT NO., ACRES, SQ. FT., and SO. FT. for Block J lots 1 through 16.

BLOCK K

Table with 4 columns: LOT NO., ACRES, SQ. FT., and SO. FT. for Block K lots 1 through 16.

BLOCK L

Table with 4 columns: LOT NO., ACRES, SQ. FT., and SO. FT. for Block L lots 1 through 16.

BLOCK M

Table with 4 columns: LOT NO., ACRES, SQ. FT., and SO. FT. for Block M lots 1 through 16.

BLOCK N

Table with 4 columns: LOT NO., ACRES, SQ. FT., and SO. FT. for Block N lots 1 through 16.

CURVE TABLE

Table with columns: NO., DELTA, RADIUS, LENGTH, CHORD BEARING, CHORD, and CHORD. Lists curve data for lots C01 through C160.

CURVE TABLE

Table with columns: NO., DELTA, RADIUS, LENGTH, CHORD BEARING, CHORD, and CHORD. Lists curve data for lots C161 through C320.

CURVE TABLE

Table with columns: NO., DELTA, RADIUS, LENGTH, CHORD BEARING, CHORD, and CHORD. Lists curve data for lots C321 through C480.

CURVE TABLE

Table with columns: NO., DELTA, RADIUS, LENGTH, CHORD BEARING, CHORD, and CHORD. Lists curve data for lots C481 through C640.

CURVE TABLE

Table with columns: NO., DELTA, RADIUS, LENGTH, CHORD BEARING, CHORD, and CHORD. Lists curve data for lots C641 through C800.

CURVE TABLE

Table with columns: NO., DELTA, RADIUS, LENGTH, CHORD BEARING, CHORD, and CHORD. Lists curve data for lots C801 through C960.

CURVE TABLE

Table with columns: NO., DELTA, RADIUS, LENGTH, CHORD BEARING, CHORD, and CHORD. Lists curve data for lots C961 through C1120.

CURVE TABLE

Table with columns: NO., DELTA, RADIUS, LENGTH, CHORD BEARING, CHORD, and CHORD. Lists curve data for lots C1121 through C1280.

CURVE TABLE

Table with columns: NO., DELTA, RADIUS, LENGTH, CHORD BEARING, CHORD, and CHORD. Lists curve data for lots C1281 through C1440.

CURVE TABLE

Table with columns: NO., DELTA, RADIUS, LENGTH, CHORD BEARING, CHORD, and CHORD. Lists curve data for lots C1441 through C1600.

CURVE TABLE

Table with columns: NO., DELTA, RADIUS, LENGTH, CHORD BEARING, CHORD, and CHORD. Lists curve data for lots C1601 through C1760.

CURVE TABLE

Table with columns: NO., DELTA, RADIUS, LENGTH, CHORD BEARING, CHORD, and CHORD. Lists curve data for lots C1761 through C1920.

CURVE TABLE

Table with columns: NO., DELTA, RADIUS, LENGTH, CHORD BEARING, CHORD, and CHORD. Lists curve data for lots C1921 through C2080.

CURVE TABLE

Table with columns: NO., DELTA, RADIUS, LENGTH, CHORD BEARING, CHORD, and CHORD. Lists curve data for lots C2081 through C2240.

LINE TABLE

Table with columns: NO., BEARING, and LENGTH. Lists line data for lots L01 through L160.

LINE TABLE

Table with columns: NO., BEARING, and LENGTH. Lists line data for lots L161 through L320.

LINE TABLE

Table with columns: NO., BEARING, and LENGTH. Lists line data for lots L321 through L480.

LINE TABLE

Table with columns: NO., BEARING, and LENGTH. Lists line data for lots L481 through L640.

LINE TABLE

Table with columns: NO., BEARING, and LENGTH. Lists line data for lots L641 through L800.

LINE TABLE

Table with columns: NO., BEARING, and LENGTH. Lists line data for lots L801 through L960.

LINE TABLE

Table with columns: NO., BEARING, and LENGTH. Lists line data for lots L961 through L1120.

COMPILED BY: 03/23/2023
MATERIAL AND ASSURANCE, INC.
ALL RIGHTS RESERVED

10814 HOLLYVILLE ROAD, CAMPUS IV
SUITE 300, AUSTIN, TEXAS 78759
SCALE: DRAWN BY: DATE: PROJECT NO:
N/A RPP MML 6/31/2023 096291603 6 OF 6

James Northcross Survey, Abstract 478
A. J. Haverst Survey, Abstract 366
DeLores Casanova Survey, Abstract 128
Charles H. Delaney Survey, Abstract 181
Williamson County, Texas

FINAL PLAT
NOLINA SUBDIVISION
PHASE 1 SECTION 1
BEING 119.913 ACRES OUT OF THE
JAMES NORTHROSS SURVEY, ABSTRACT 478
A. J. HAVERST SURVEY, ABSTRACT 366
DELORES CASANOVA SURVEY, ABSTRACT 128
CHARLES H. DELANEY SURVEY, ABSTRACT 181
WILLIAMSON COUNTY, TEXAS

Kimley-Horn
TEL. NO. (512) 418-1771
WWW.KIMLEY-HORN.COM

Doc # 2023078970

GENERAL NOTES

- 1. UTILITY PROVISIONS FOR THIS DEVELOPMENT ARE... 2. ALL STRUCTURE CONSTRUCTION IS PROHIBITED IN DRAINAGE EASEMENTS... 3. NO LOT IN THIS SUBDIVISION IS TO BE A SPECIAL FLOOD HAZARD AREA...

FINAL PLAT NOLINA SUBDIVISION PHASE 1 SECTION 1

BEING 19.313 ACRES OUT OF THE JAMES NORTHCROSS SURVEY, ABSTRACT 478 A. J. HARTBERT SURVEY, ABSTRACT 306 CHARLES CASANOVA SURVEY, ABSTRACT 128 DAVID H. DELANEY SURVEY, ABSTRACT 181 WILLIAMSON COUNTY, TEXAS

OWNER CERTIFICATION: I, ASHLEY MARTIN, COOWNER OF THE CERTAIN 10.015 ACRES TRACT OF LAND SHOWN HEREIN AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 202218917 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS...

STATE OF TEXAS KNOW ALL MEN BY THESE PRESENTS COUNTY OF TRAVIS

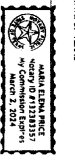
NAME: ASHLEY MARTIN ADDRESS: 910 CONGRESS AVENUE, SUITE 100 AUSTIN, TEXAS 78701



OWNER CERTIFICATION: I, DAVID MORGAN, COOWNER OF THE CERTAIN 10.015 ACRES TRACT OF LAND SHOWN HEREIN AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 202218917 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS...

STATE OF TEXAS KNOW ALL MEN BY THESE PRESENTS COUNTY OF TRAVIS

NAME: DAVID MORGAN ADDRESS: 910 CONGRESS AVENUE, SUITE 100 AUSTIN, TEXAS 78701



Kimley-Horn & Associates, Inc. 19814 JOLLIVILLE ROAD, CAMPUS IV, SUITE 200, AUSTIN, TEXAS 78759. Includes project details, scale, drawing by, checked by, date, project no, and sheet no.

OWNER CERTIFICATION: I, EMILY KATHERINE KIRBY, NOTARY PUBLIC, STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND DO HEREBY SUBSCRIBE AND TRUST AS SHOWN HEREIN, AND DO HEREBY CONSENT AND AGREE TO THE FILING OF THIS PLAT AND TO THE PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS...

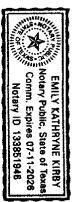
STATE OF TEXAS KNOW ALL MEN BY THESE PRESENTS COUNTY OF TRAVIS

NAME: EMILY KATHERINE KIRBY ADDRESS: 910 CONGRESS AVENUE, SUITE 100 AUSTIN, TEXAS 78701

OWNER CERTIFICATION: I, EMILY KATHERINE KIRBY, NOTARY PUBLIC, STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND DO HEREBY SUBSCRIBE AND TRUST AS SHOWN HEREIN, AND DO HEREBY CONSENT AND AGREE TO THE FILING OF THIS PLAT AND TO THE PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS...

STATE OF TEXAS KNOW ALL MEN BY THESE PRESENTS COUNTY OF TRAVIS

NAME: EMILY KATHERINE KIRBY ADDRESS: 910 CONGRESS AVENUE, SUITE 100 AUSTIN, TEXAS 78701



OWNER CERTIFICATION: I KNOW ALL MEN BY THESE PRESENTS

STATE OF TEXAS §
COUNTY OF WILLIAMSON §
BY: [Signature]
NAME: [Name]
TITLE: [Title]

STATE OF TEXAS §
COUNTY OF WILLIAMSON §
BY: [Signature]
NAME: [Name]
TITLE: [Title]

STATE OF TEXAS §
COUNTY OF WILLIAMSON §
BY: [Signature]
NAME: [Name]
TITLE: [Title]

STATE OF TEXAS §
COUNTY OF WILLIAMSON §
BY: [Signature]
NAME: [Name]
TITLE: [Title]

STATE OF TEXAS §
COUNTY OF WILLIAMSON §
BY: [Signature]
NAME: [Name]
TITLE: [Title]

STATE OF TEXAS §
COUNTY OF WILLIAMSON §
BY: [Signature]
NAME: [Name]
TITLE: [Title]

STATE OF TEXAS §
COUNTY OF WILLIAMSON §
BY: [Signature]
NAME: [Name]
TITLE: [Title]

STATE OF TEXAS §
COUNTY OF WILLIAMSON §
BY: [Signature]
NAME: [Name]
TITLE: [Title]

STATE OF TEXAS §
COUNTY OF WILLIAMSON §
BY: [Signature]
NAME: [Name]
TITLE: [Title]

FINAL PLAT
NOLINA SUBDIVISION
PHASE 1 SECTION 1

BEGING 119.913 ACRES OUT OF THE
JAMES NORTHROSS SURVEY, ABSTRACT 478
A.J. HAYBERRY SURVEY, ABSTRACT 305
DELORES CASANOVA SURVEY, ABSTRACT 128
CHARLES H. DELANEY SURVEY, ABSTRACT 181
WILLIAMSON COUNTY, TEXAS

OWNER CERTIFICATION: I KNOW ALL MEN BY THESE PRESENTS
STATE OF TEXAS §
COUNTY OF WILLIAMSON §

BY: [Signature]
NAME: [Name]
TITLE: [Title]

BY: [Signature]
NAME: [Name]
TITLE: [Title]

BY: [Signature]
NAME: [Name]
TITLE: [Title]

BY: [Signature]
NAME: [Name]
TITLE: [Title]

BY: [Signature]
NAME: [Name]
TITLE: [Title]

BY: [Signature]
NAME: [Name]
TITLE: [Title]

BY: [Signature]
NAME: [Name]
TITLE: [Title]

BY: [Signature]
NAME: [Name]
TITLE: [Title]

SURVEYOR'S CERTIFICATION: I HOLD A NOTORICAL RECORD...
BY: [Signature]
NAME: [Name]
TITLE: [Title]



ENGINEER'S CERTIFICATION: I AM AN ENGINEER REGISTERED PROFESSIONAL ENGINEER...
BY: [Signature]
NAME: [Name]
TITLE: [Title]



ROAD NAME AND #11 ADDRESSING APPROVAL
BY: [Signature]
NAME: [Name]
TITLE: [Title]

COUNTY JUDGE CERTIFICATION: I, JENNIFER ZAVILA, County Judge of Williamson County, Texas...
BY: [Signature]
NAME: [Name]
TITLE: [Title]

COUNTY CLERK'S CERTIFICATION: I, DANIELA BARRER, Clerk of the County Court of Williamson County, Texas...
BY: [Signature]
NAME: [Name]
TITLE: [Title]



Kimley-Horn logo and contact information: 10814 JOLI VILLE ROAD CAMPUS IV, SUITE 200, AUSTIN, TEXAS 78758. TEL: NO. (512) 418-1771. WWW.KIMLEY-HORN.COM