

STATE OF TEXAS §

COUNTY OF BROWN §

**DECLARATION OF RESTRICTIONS, COVENANTS
AND CONDITIONS FOR THE KING'S POINT COVE,
UNIT 3 SUBDIVISION**

WHEREAS, DFC Texas Land, LLC, a Delaware limited liability company is the owner of a tract of land known and described as the King's Point Cove, Unit 3 Subdivision in Brown County, Texas, which property is described in the plat thereof recorded in the Map and Plat Records of Brown County, Texas (the "Property") and more fully described in Exhibit "A" attached hereto; and,

WHEREAS, to assure high quality standards for the enjoyment of the Property, and to promote the recreational interest, health, safety and social welfare of each owner of a subdivided lot in the Property (a "Lot"), and to provide for the preservation, enhancement and maintenance of the Property and the improvements thereon; Declarant desires to subject the Property to the covenants, conditions, restrictions, easements, charges and liens of this Declaration, each and all of which is and are for the benefit of the Property and each Owner; and,

WHEREAS, to provide for the efficient preservation of the Property, the Feather Bay Owners Association, a Texas non-profit association (the "Association"), was incorporated to maintain all real and personal property provided for the common use and enjoyment of the owners of a Lot (the "Owners"), including, without limitation, the roads, parks, playgrounds, pavilions, and recreational facilities currently constructed or constructed in the future in the Property (the "Common Areas") and such other amenities and facilities as may be described in the Bylaws of the Association and to administer and enforce the easements, covenants, conditions, restrictions and limitations hereinafter set forth and to collect and disburse the assessments hereinafter created.

DECLARATION

NOW THEREFORE, Declarant hereby declares that the Property, and such additional property as may be added hereto by Declarant by supplement hereto, shall be held, sold and conveyed subject to the following reservations, covenants, restrictions and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding of all parties having any right, title or interest in the Property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each Owner thereof; provided however, that Declarant reserves the continuing, unqualified and exclusive right to alter,

modify or amend any of this Declaration when in its sole opinion it is proper and necessary to do so, subject to any applicable law governing covenants and restrictions.

I. PROPERTY OWNERS ASSOCIATION

(1) **Mandatory Membership:** Each and every Owner (whether such ownership of a Lot or part thereof is acquired by sale, gift, foreclosure, execution, devise, inheritance or in any other way) shall become a member of the Association and membership in the Association shall be appurtenant to and may not be separated from ownership of a Lot. The purposes, rights, privileges, duties and responsibilities of the Association and the Owners are set forth, without limitation, in the Articles of Incorporation and Bylaws of the Association and in this Declaration.

(2) **Association Powers:** The Association shall have the right and authority to: (i) issue rules and regulations applicable to the Common Areas, (ii) establish and collect annual assessments for the maintenance, repair, and improvement of common facilities and improvements, late charges, interest (at the highest permitted lawful rate) and all other costs and expenses permitted by law; (iii) establish special assessments for the construction, repair, reconstruction, or replacement of capital improvements for any lawful Association purpose or expense, including but not limited to common areas, roadways, and on or off-site infrastructure necessary for benefit and use of Owners; (iv) implement a process involving lien rights and remedies to better secure the appropriate observance of these restrictive covenants and the rules and regulations of the Association; (v) permit the development of a residential subdivision and uses herein mandated, or directed or encouraged by government authorities having jurisdiction over the Property; and (vi) exercise such other rights properly granted it under, and in accordance with the Articles of Incorporation and Bylaws of the Association or by applicable law.

(3) **Estimation of Costs:** The Association, on an annual basis, shall make a determination of the estimated costs of insurance and operating costs, easements and any other designated Common Areas shown on the Recorded Plat or otherwise so designated, including any reserves necessary for future capital expenditures and maintenance. The Association shall furthermore allocate the estimated costs for such insurance, operating costs maintenance and repairs to be included under Regular Assessments. The Association shall prepare an annual budget and also an annual accounting of monies received and disbursed in accordance with the Bylaws.

(4) **Regular Assessments:** Each Owner, other than Declarant, shall pay Regular Assessments for normal maintenance, repair, management and reserves for the Common Areas, along with insurance and operating costs for the Association. Such assessments shall be charged to each Member on a uniform flat-fee basis per Parcel owned. The assessments may be collected on a monthly, quarterly or annual basis, or any combination of same as determined by the Board. The Board shall establish, prepare and distribute to the Members an estimate of anticipated annual expenses (the "Budget") for the following fiscal year at least sixty (60) days prior to the end of the current fiscal year.

Any proposed Budget that would result in an increase of more than fifteen percent (15%) in the regular assessments from the immediate previous year must be approved by the Members pursuant to the Bylaws. Assessment billing shall be sent to every Owner at least forty-five (45) days prior to the due date established by the Board.

(5) **Special Assessments:** In addition to Regular Assessments, the Association may establish or levy Special Assessments. The Association may also establish a Special Assessment for the establish special assessments for the construction, repair, reconstruction, or replacement of capital improvements for any lawful Association purpose or expense, including but not limited to common areas, roadways, and on or off-site infrastructure necessary for benefit and use of Owners; construction, repair, reconstruction, or replacement of a capital improvement of the Common Area or for any other lawful Association purpose or expense, HOWEVER any Special Assessment established for the purpose of such capital expenditures must be approved by a two-thirds (2/3) majority vote of Members meeting the 25% quorum requirement. Special assessments shall be allocated and charged on the same basis per Lot as Regular Assessments.

II. ARCHITECTURAL CONTROL COMMITTEE

(1) Declarant has established (i) design and construction standards for all construction, improvements and landscaping in the Property, including minimal requirements for aesthetic compatibility of the external design and color scheme of all residential dwellings in the Property and (ii) uniform procedures for the receipt of permit application, permit issuance and inspection by the Association. An Owner will be required to obtain a copy of these standards before beginning any construction or improvement on a Lot and shall be required to deliver a copy thereto to his or her architect, designer and/or contractor. Each Owner shall comply with these standards in addition to all requirements of any applicable state, county or municipal construction codes and standards.

(2) The Board of Directors of the Association shall appoint an Architectural Control Committee (the "Committee"), composed of three or more individuals. The Committee shall function as the representative of the Association to provide for and assist in the architectural control of improvements to Lots within the Property. A majority of the Committee may designate a representative to act for it.

(3) No improvement or structure of any nature shall be erected, placed or altered on any Lot until (i) construction plans and specifications and a plot plan (showing the location of such improvements on the Lot) have been submitted to and approved by the Committee, and (ii) any permits which may be required by applicable governmental authority have been obtained by the owner. In addition, the Committee may require an Owner to provide evidence of financial ability to complete the proposed improvements.

(4) The Committee shall review applications for proposed improvements in order to ensure (i) conformity of the proposed improvements with the covenants, conditions and restrictions contained in this Declaration, (ii) compliance with construction standards promulgated by the Declarant, and (iii) harmony of external design and color thereof in relation to surrounding structures and topography. An application can be rejected for providing insufficient information. If an application is rejected, the Committee will detail the reasons for rejection to assist the applicant to remedy the deficiencies.

(5) If the Committee fails to approve or reject a properly completed and submitted application for proposed improvements within forty-five (45) days after actual receipt of the application by the Committee, then Committee approval shall be presumed, and the applicant shall be deemed to have fully complied with this Article II.

III. RESTRICTIONS

(1) A Lot shall not be owned by more than (i) two married couples, (ii) one married couple and two single persons, or (iii) four single persons, or by an entity that has more than four owners, shareholders, partners or beneficiaries, the effect of which would be to give the benefits of ownership of a Lot to more than four persons; provided, however, that an entity having more than four owners, shareholders, partners or beneficiaries may own a lot if it irrevocably designates to the Association in writing the four persons who will be Owners of the Lot for purposes of this Declaration. Until such entity designates the persons to be Owners of its Lot, no one may exercise any privileges of ownership associated with such lot.

(2) All Lots shall be used for single-family residential purposes only and no other structures or uses shall be permitted except on such Lots as have been, or may be, designated by the Declarant for use as Common Areas, roads or commercial areas or as may otherwise be properly and reasonably required for the development of the Property.

(3) No commercial activity or use shall be conducted on or from any Lot, provided, however, that the sale or resale of Lots or the use of Lots for utility services shall not be considered to be commercial activity.

(4) No Lot may be resubdivided in any fashion. Any person owning two or more adjoining Lots, may, however, treat such Lots as one building site, with the right of constructing improvements as otherwise permitted in this Declaration. Declarant or an Owner may file correction deeds, boundary line settlement agreements, or other similar corrective instruments to correct any surveying error and to accurately describe a Lot, and any such corrective action shall not be deemed a violation of this section.

(5) Each one-story single-family dwelling constructed on a Lot shall contain a minimum of One Thousand, Four Hundred (1,400) square feet of heated/cooled floor space. Each two-story single-family residential dwelling constructed on a Lot shall contain a minimum of One Thousand, Eight Hundred (1,800) square feet of

heated/cooled floor space. The minimum square footage in each case shall be exclusive of all porches, patios, carports, garages, or breezeways attached to the main dwelling. All improvements on a Lot shall have at least a 6:12 roof pitch and at least a one-car attached garage. No residential dwelling or structure on any Lot shall exceed Thirty-five feet (35') in height above the highest natural ground level abutting such improvements. A "basement" level is permitted so long as the height restriction herein provided is not exceeded. The outside wall of each residential dwelling constructed on a Lot shall consist of not less than fifty percent (50%) masonry construction, consisting of brick, ledge stone, fieldstone, or native types of stone veneer. Improvements constructed with log or cedar siding shall not require any masonry.

(6) No (i) mobile homes, (ii) modular homes, (iii) prefabricated structures, (iv) improvements containing metal or asbestos exterior siding, or (v) tarpaper or roll-type exterior or flat roofs shall be permitted on any Lot. All improvements must be constructed "on-site" and all construction must be of new materials, except stone, brick or other materials used for decorative effects, provided, such use is approved in writing by the Committee.

(7) Storage buildings, gazebos and swimming pools may be constructed on a Lot, subject, however, to the restrictions of Article III, paragraph (6) of this Declaration, where applicable, and only if a residential dwelling is located on such Lot or is under construction thereon. Swimming pools must be enclosed by a fence, subject, however to the restrictions of Article III, paragraph (8) of this Declaration.

(8) Fences may be constructed on a Lot subject to approval of the Committee, but may not create a safety hazard or create a sight-line hazard on any street intersection. Privacy fences higher than five feet (5'), chain link, cable or wire fences or other similar type fences are prohibited. The front of any fence may not be closer to the front Lot line than the front of a residential dwelling. Fences shall be completed within two (2) months from the commencement date thereof.

(9) No improvements shall be constructed on a Lot within twenty-five feet (25') of the front and rear setback lines, and within ten feet (10') of the side setback lines unless (i) dimensions are otherwise set forth on a subdivision plat of a portion of the Property, duly recorded and filed in the Plat Records of Brown County, Texas, or otherwise required by applicable zoning regulations. Subject to applicable state and local rules, deviations of the setback lines must first be approved by the Committee or a showing of good cause.

(10) Any improvement (other than fences) commenced upon a Lot shall be completed, as to exterior finish and appearance, within fourteen (14) months from the commencement date thereof.

(11) An Owner of a Lot shall not change or otherwise alter the appearance of any portion of the exterior of a residential dwelling or other improvements on a Lot,

unless such decoration, change or alteration is first approved, in writing, by the Committee, as provided in Article II, hereof.

(12) Driveways shall be required on all improved Lots. Driveways shall be properly feathered to meet the subdivision road and must be paved with a permanent wearing surface, concreted or constructed of brick. The width of the driveway shall be not less than twelve feet (12'). Culverts for driveways on Lots may be required by the Committee, if, in its sole discretion, water flowage problems would otherwise exist due to soil or topographical conditions of the Lot.

(13) Sewage collection and disposal will be provided by a central sewer system servicing all Lots. No outside toilet, individual septic system or privy shall be erected or maintained on any Lot. No structure may be used as a residential dwelling (either temporary or permanent) without first being connected to the central sewer system.

(14) All lots must utilize the potable water supplied by the central water system serving the property. No individual wells may be drilled on any Lot for the purpose of providing potable water. No structure may be used as a residential dwelling (either temporary or permanent) without first being connected to the central water system.

(15) Decks and patios shall contain only furniture and appliances customary for use on decks and patios, such as grills, smokers, deck furniture, hot tubs, etc. Decks and patios may not be used for storage, or for placement for refrigerators, freezers, etc. Enclosed storage space in carports must be approved by the Committee.

(16) No excavation of any kind shall be permitted on any lot without prior written approval of the Committee.

(17) No recreational vehicle, bus or other vehicle, temporary structure, tent, shack, barn, storage building or other out-building shall be used on any Lot at any time as a residence, either temporary or permanent.

(18) Fuel stored for residential heating and cooling shall be stored above ground and shall be properly designed and constructed to minimize the possibility of leaks or releases of fuel into the environment. All storage tanks shall be properly screened so as not to be visible from roads or Common Areas.

(19) No noxious or offensive activity shall be conducted or engaged in which is or may become a nuisance to other Owners. Without limiting the general ability of the foregoing provision, devices emitting excessive noise, noisy or smoky vehicles, and devices, which interfere with television or radio reception of any Owner, shall be considered offensive activities.

(20) All residential dwellings and other improvements on a Lot shall be kept properly painted or stained and maintained. Lots shall be kept clean and in a neat and orderly condition and free of rubbish, debris or unsightly growth including grass over six

inches (6") high. No trash or refuse shall be allowed to accumulate and remain on any lot. Trash shall be kept only in sanitary containers located in appropriate areas screened or concealed from public view. Firewood must be neatly stacked and no more than two (2) cords of wood may be stored on a Lot. Clotheslines are permitted only if enclosed by a privacy fence constructed in accordance with the requirements of Article III, Paragraph (8) of this Declaration. A written ten (10) day notice will be given to the Owner if any Lot is not properly maintained. The Declarant, the Declarant's successors and assigns, and/or the Association and their agents and representatives shall have the right to enter upon any Lot which fails to comply with this covenant for the purpose of cleaning, maintaining, restoring or repairing the Lot, the cost of which shall be billed to the Owner and which shall become a lien on the Lot if unpaid for more than thirty (30) days. If the exterior of the dwelling or other improvements or the landscape fails to meet with approval of the Committee, a written ten (10) day notice will be given to the Lot Owner. At the end of the ten (10) day period, if satisfactory arrangements to correct the deficiencies to the dwelling, other improvements and/or the landscaping have not been made with the Committee, corrective work will be contracted by the Declarant and/or the Association and be billed to the Lot Owner. If said bill is not paid within thirty (30) days, a lien may be filed against the Lot. Neither the Declarant, the Association nor any agency, employee or contractor thereof shall be liable (except for willful and gross negligence) for any damage, which may result from any such cleaning, maintenance, restoration, or repair.

Under extreme circumstances, that is circumstances under which the condition of the Lot and/or any residential dwelling or other improvements thereon pose a hazard to human health and safety and/or a residential dwelling is abandoned and/or deteriorated and/or uninhabitable and unsightly as reasonably determined by the Committee, the Owner of said Lot and improvements will be given, upon expiration of the initial ten (10) day notice, an additional fifteen (15) day written notice to make arrangements satisfactory to the Committee to correct the dangerous conditions existing on said Lot. In the event the Owner fails to correct the conditions or fails to make arrangements to correct the conditions to the satisfaction of the Committee, the Declarant, and their agents, successors, and assigns shall have the right to enter upon the Lot which fails to comply with this covenant for the purpose of correcting or repairing the dangerous condition which exists upon the Lot or demolishing any such improvements thereon as the Declarant or the Committee, in its sole discretion, deems appropriate, the cost of which shall be billed to the Lot Owner and will become a lien on the Lot if unpaid for more than thirty (30) days. Neither the Committee, the Declarant, the Association, nor any agent, employee or contractor thereof shall be liable for damage, or other claims which may result from, or are associated with, any such repairing, maintenance, or demolition.

(21) Each lot shall have proper trash receptacles with lids or covers. All trash receptacles shall be kept inside or shall be kept in outdoor areas screened from view from roads, and Common Areas and shall be of such construction so as to prevent intrusion by animals.

(22) No farm animals, livestock, or poultry will be allowed within the Property, except that one horse may be kept on each lot, one acre or larger. Two (2) dogs and two (2) cats shall be permitted, provided they are not kept, bred or maintained for commercial purposes. When out-of-doors, pets must be either (i) fenced in, (ii) kept in a humane enclosure, approved by the Committee, or (iii) kept on leash. Owners are responsible for any and all cleaning after their animals. No pet shall be kept within the Property, which creates a public nuisance, and any such pet determined by the Association to be such a nuisance shall be removed therefrom within five (5) days of the date the Owner thereof is notified in writing of that decision.

(23) No ground fires shall be built or maintained on any Lot. Burning of trash within the Property is prohibited.

(24) No camping shall be permitted on any Lot, except that camping trailers with on-board sanitary facilities may be used on (i) an Owner's Lot for weekend and vacation camping up to a maximum of seventeen (17) days per month prior to construction of improvements thereon; and (ii) such lots or tracts which may, from time to time, be set aside by Declarant or the Association, as courtesy camping areas, if any, for the benefit of all Owners.

(25) General Contractor's signs and residential "For Sale" signs shall be permitted on improved Lots provided they are: (i) professionally prepared, (ii) not larger than 24" by 36" in size, (iii) staked to the ground, and (iv) in compliance with all rules and regulations of the Association as may from time to time be promulgated for issuance of a sign permit (the "Permit"). No sign of any kind may be posted (i) on a Lot prior to the issuance of a Permit, (ii) anywhere other than on the Lot described in the Permit, or (iii) on a Lot without a residence (or a residence under construction). A sign permitted by the Committee may remain on a Lot for a period of six (6) months from the date of issuance of the Permit. The Association shall have the right to remove any sign on any Lot if no Permit has been issued or if an issued Permit has expired. The Association may also issue rules and regulations limiting the number of Permits issued by the Committee at any time and from time to time to preserve the non-commercialization of the residential sections of the Subdivision. Lot owners who desire to sell their Lots and are unable to obtain a Permit may post a notice of the availability of a Lot for sale on the designated bulletin board at the Subdivision entry.

(26) Discharging of firearms or fireworks within the Property is prohibited.

(27) Hunting within the Property is prohibited.

(28) Oil, gas, mineral exploration, or mining operations on any Lot are prohibited.

(29) Parking on the streets within the Property by Owners or their guests and invitees is prohibited (other than occasional periods of less than four hours). All vehicles must be parked in a garage or on the driveway of a Lot; provided however, that, neither

the driveway, nor front or back yards of Lots shall be used (i) to park or store (either temporarily or permanently) trucks, damaged, wrecked or inoperable cars, buses machinery, equipment, trailers, airplanes, boats, recreational vehicles nor (ii) to store lumber, supplies or other materials. Recreational vehicles may, however, be stored in a completely enclosed garage, which complies with the provisions of Article III, Paragraph 7 of this Declaration. This covenant does not preclude an Owner from performing minor repairs upon such vehicles owned by him or her and located in his or her driveway for not more than two (2) consecutive days, nor shall this covenant preclude the temporary parking of such vehicles on any such Lot by invited guests and visitors of an Owner for periods not exceeding two (2) days.

(30) No outdoor mercury vapor light shall be erected on any lot. No other offensive outdoor lighting shall be permitted on any Lot if such lighting shines on any other lot in the subdivision and is objected to by any of the other owners in the Subdivision.

(31) No newspaper boxes or receptacles may be located or constructed on any Lot.

(32) All posted traffic signs within the Property must be obeyed. Violations of any posted traffic signs will subject violators to such fines as the Association shall prescribe.

(33) Personal entrances from any road outside the boundaries of the Property to any Lot are prohibited. Perimeter fences may not be cut or removed by any party except by Declarant or the Association.

(34) No construction activity other than work performed on the inside of a closed-in residential dwelling is permitted between the hours of 8:00 PM and 8:00 AM.

(35) No above ground pools larger than six feet (6) in diameter are permitted on any Lot.

(36) No exterior radio or television antenna, satellite dish, or other receiver or transmitting device or any similar exterior structure or apparatus may be erected or maintained on any Lot without prior written approval by the Committee.

(37) No tree with a diameter in excess of ten inches (10"), as measured two feet (2') above ground level may be removed from any Lot within twenty feet (20') of the front and rear lot lines and ten feet (10') of the side lot lines without consent of the Committee; provided, that such consent shall not be withheld for removal of trees necessarily required for the construction of a residential dwelling on a Lot.

(38) The lease or rental of an improved Lot shall not be considered to be a violation of this Declaration provided that the lease (i) is for not less than the entire Lot and all the improvements thereon, (ii) is for a term of at least three (3) months, (iii) will

not be occupied by more than four persons unless all are members of the same family and (iv) is otherwise in compliance with the Association's rules and regulations. All leases shall be required to be in writing, and, prior to the commencement of any such lease, the Owner shall provide the Association with copies of such lease. The Association may evict tenants upon reasonable notice for a major violation or repeated minor violations of the provisions of the Bylaws, the Association's rules and regulations, or this Declaration. Lessors must pay to the Association the then current maintenance fees as a condition of the lease of a Lot. Lessees shall have the right to use the Common Areas only after their application for such privilege is approved by the Association and the Lessor shall have paid the applicable maintenance fees. Any lessee, approved by the Association, shall in all respects be subject to the terms and conditions of this Declaration and the rules and regulations adopted hereunder, including without limitation, payment of all applicable fees.

(39) There is reserved for Declarant, the Association, and their assigns, a twenty-five foot (25') utility and drainage easement along the front and rear Lot lines of each Lot and a ten foot (10') utility and drainage easement along the side Lot lines of each Lot (unless otherwise designated on a duly recorded subdivision plat of a portion of the Property) for the installation and maintenance of utilities and drainage facilities. Within these easements, no structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change, obstruct or retard the flow of water through drainage channels in such easements. No utility company or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants to shrubbery, trees, or flowers, or to other property of an Owner situated within any such easement. The easement area of each Lot shall be maintained by the Owner thereof except for those improvements for which a public authority or utility company assumes responsibility.

(40) Variances: The committee may grant reasonable variances, where strict adherence to these restrictions would cause undue hardship or in cases where the Members of the Association would, in the Committee's opinion, benefit from said variances. Variances may only be granted by a unanimous vote of the members of the Committee. Any variance granted is to be recorded in the Brown County Recorder's Office and should state if the provisions of the variance are to "run with the land" or terminate when the affected Lot is sold.

IV. COMPLIANCE WITH PROVISIONS OF DECLARATION, BYLAWS AND RULES AND REGULATIONS

(1) Each Owner shall comply strictly with the provisions of these covenants and restrictions, the Declarations, the Bylaws, the Rules and Regulations and the decisions of the Association, adopted pursuant thereto and as the same may be lawfully amended from time to time. Failure and refusal after written notice to comply with any

of the same shall be ground for (i) imposing fines, (ii) suspending voting rights or rights to use Recreational Facilities and Common Areas or, (iii) an action to recover sums due for damages or injunctive relief or both, and for reimbursement of all costs and attorney's fees incurred in connection therewith and interest on all of such amounts at the highest lawful rate. Enforcement of these covenants and restrictions may be by any person or persons owning a Lot, by the Association or the Committee (through any of its members) or by the Declarant, against any person or persons violation or attempting to violate any covenant or restriction herein contained.

(2) The Association may levy a charge of twenty dollars (\$20.00) per day against any Owner who is determined by the Association to be in violation of any of these covenants and restrictions. The Owner shall be notified in writing of the determination of the Association and the nature of the violation and shall be given ten (10) days from date of notification within which to correct such violation(s) or establish to the Committee's satisfaction that no violation exists. If the violation is not corrected within said ten (10) day period, the per-day charge shall be assessed against the Owner beginning with the date of notification and shall accrue until such correction. If a violation is not within twenty-one (21) days from date of notification of a violation, the Association shall be entitled to seek declaratory judgment and injunctive relief from any court of competent jurisdiction to enjoin an Owner to comply with these covenants and restrictions and correct such violation(s), and the Association shall be entitled to recover from such Owner all of the Association's costs of court (including reasonable attorneys fees).

(3) Each and every Owner covenants and promises to pay to the Association, when due, any and all dues and fees assessed by the Association. Any dues and fees not paid within fifteen (15) days of their due date shall be in default and shall be subject to a late fee of fifteen dollars (\$15.00) or such other or additional amounts as may be set by the Association and permitted by applicable law. Each and every Owner covenants and agrees that the Association and its successors and assigns shall have a lien upon their Lot(s), inferior only to the lien for taxes and any duly recorded mortgages, to secure the payment of any dues and fees in default and any reasonable court costs and attorney's fees incurred in connection with the collection of same, and such lien shall be evidenced by the filing of a statement by the Association in the Public Records of Brown County, Texas, as applicable, attesting to such default.

(4) No sale, transfer, lease or disposition of any Lot shall be consummated unless and until the name and address of the purchaser or transferee has been provided to the Association. The original Owner of a Lot shall remain liable for all fees and assessments hereunder until the new owner's name is entered into the Association's records.

(5) Violation of, or failure to comply with, the covenants and restrictions contained herein shall not affect the validity of any mortgage, bona fide lien or other similar security instrument which may be then existing on the Lot. Invalidation of any one of the covenants or restrictions contained herein, or any portion thereof, by a

judgment or court order shall not affect any of the other covenants or restrictions herein contained, which shall remain in full force and effect. In the event any portion of this Declaration conflicts with mandatory provisions of any ordinance or regulation, promulgated by any governmental agency, which may have jurisdiction over the Property, then such governmental requirement shall control. Any deed or legal instrument (except mortgages or other similar security agreements) purporting to convey, transfer, or assign any interest in a Lot shall contain appropriate language to subject the land within such conveyance, transfer or assignment to these covenants and restrictions.

(6) This Declaration and the covenants and restrictions herein shall constitute covenants running with the land and shall be binding upon all persons and entities acquiring any Lot, whether by purchase, descent, devise, gift or otherwise, and each person or entity, by the acceptance of title to a Lot, shall thereby agree and covenant to abide by and perform all of the covenants and restrictions set forth herein.

(7) In addition to the covenants, restrictions and reservations stated above, each Lot shall be subject to (i) a water assessment of one thousand, five hundred dollars (\$1,500.00) per Lot for the purpose of installing a central water system to bring water to the Lots, and (ii) a sewage tap fee of three thousand, nine hundred dollars (\$3,900.00) per Lot for the purpose of installing a central sewer system to dispose of sewage from the Lots. The water assessment shall be due and payable to the Declarant or its assigns on or before twelve (12) months after the Lot is conveyed by the Developer to an Owner. The sewage tap fee shall be due and payable at the owner's request following completion of construction of the central sewage system and approval thereof by applicable governmental authorities. The payment of both the water assessment and the sewage fee shall be secured by a lien on the Lot which can be judicially foreclosed after it is thirty (30) days delinquent. In case of foreclosure, all costs of suit, including reasonable attorney's fees, shall be paid by the Owner.

V. AMENDMENT OF DECLARATION

Declarant reserves the right to amend this Declaration until such time that it loses a majority of the voting rights or other form of control of the Association pursuant to the provisions of §209.012 of the Texas property Code or such other applicable law as may be enacted. Declarant further reserves the right to assign the right to Amend the Declaration to the Board of Directors of the Association in its sole discretion.

FIELD NOTES:

A SUBDIVISION OF: 12.185 ACRES OF LAND OUT OF A REMAINING PORTION OF A CALLED 562.22 ACRE TRACT DESCRIBED IN FORECLOSURE SALE DEED, DATED SEPTEMBER 6, 2011, IN VOLUME 24, PAGE 143, INSTRUMENT N 5292, OFFICIAL PUBLIC RECORDS OF BROWN COUNTY, TEXAS, AND BEING SITUATED IN THE MARTIN FLOOD SURVEY 38, ABSTRACT 888, BROWN COUNTY, TEXAS, WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM - CENTRAL ZONE (NAD83), AND ALL DISTANCES BEING GRID DISTANCES;

Beginning at an 1/2" iron bar found with cap "RPLS 4602" in the north right-of-way line of F.M. Highway 2632 (100' r.o.w.) for the southwest corner of Lot #22 of King's Point Cove Unit 2, recorded volume 102, page 240, Map and Plat Records of Brown County, Texas, and also being the southeast corner of this tract of land;

Thence with the north, northeast and east right-of-way line of F.M. Highway 2632 (100' r.o.w.), generally following a wire fence, the following bearings and distances:

1. S 89-08-46 W, a distance of 1049.16 feet, to a 1/2" iron bar found for a corner of this tract of land;
2. N 88-02-09 W, a distance of 287.14 feet, to a 1/2" iron bar found for a corner of this tract of land;
3. N 67-28-55 W, a distance of 285.24 feet, to a 1/2" iron bar found for a corner of this tract of land;
4. N 83-06-30 W, a distance of 299.48 feet, to a 1/2" iron bar found for a corner of this tract of land;
5. N 36-28-56 W, a distance of 295.34 feet, to a 1/2" iron bar found for a corner of this tract of land;
6. N 21-10-12 W, a distance of 279.33 feet, to a 1/2" iron bar found for a corner of this tract of land;
7. N 09-40-17 W, a distance of 295.28 feet, to a 1/2" iron bar found for a corner of this tract of land;
8. N 03-05-18 E, a distance of 1478.85 feet, to a 1/2" iron bar set with cap "RPLS 5888" for the northwest corner of this tract of land;

Thence over and across the remaining portion of said 562.22 acre tract with the following calls:

1. S 42-54-47 E, a distance of 25.86 feet, to a 1/2" iron bar set with cap "RPLS 5888" for a corner of this tract of land;
2. S 87-54-47 E, a distance of 83.88 feet, to a 1/2" iron bar set with cap "RPLS 5888" for a corner of this tract of land;
3. 108.68 feet along a curve to the right with a radius of 279.00 feet and a chord bearing and distance of S 78-23-55 E - 107.86 to a 1/2" iron bar set with cap "RPLS 5888" for a corner of this tract of land;
4. N 83-02-39 E, a distance of 36.28 feet, to a 1/2" iron bar set with cap "RPLS 5888" for a corner of this tract of land;
5. 80.84 feet along a curve to the left with a radius of 60.80 feet and a chord bearing and distance of N 12-51-32 E - 69.15 to a 1/2" iron bar set with cap "RPLS 5888" for a corner of this tract of land;
6. N 11-18-54 E, a distance of 60.00 feet to a 1/2" iron bar set with cap "RPLS 5888" in concrete (Control Monument No 4 - GNID N: 10,838,489.2, GNID E: 1,695,024.9) for a corner of this tract of land;

Thence N 78-41-06 E, a distance of 988.48 feet, to a 1/2" iron bar found in west line of a called "Parcel Eight: Tract One: 208.64 Golf Course Tract" in deed to FEATHER BAY LAND DEVELOPMENT COMPANY L.P., a Texas Limited Partnership, as recorded in Volume 1841, Page 370 of the Official Public Records of Real Property of Brown County, Texas;

Thence with the west, south and southeast line of said "Parcel Eight: Tract One: 208.64 Golf Course Tract", the following bearings and distances:

1. S 33-44-08 W, a distance of 82.86 feet, to a 1/2" iron bar found for a corner of this tract of land;
2. S 05-38-34 E, a distance of 49.78 feet, to a 1/2" iron bar found for a corner of this tract of land;
3. S 25-12-11 E, a distance of 111.22 feet, to a 1/2" iron bar found for a corner of this tract of land;
4. S 12-01-08 W, a distance of 143.14 feet, to a 1/2" iron bar found for a corner of this tract of land;
5. S 18-34-38 E, a distance of 87.89 feet, to a 1/2" iron bar found for a corner of this tract of land;

Thence leaving the perimeter of said "Parcel Eight: Tract One: 208.64 Golf Course Tract" and crossing the remaining portion of said 562.22 acre tract with the following bearings and distances:

1. N 87-25-13 W, a distance of 197.55 feet, to a 1/2" iron bar set with cap "RPLS 5888" for a corner of this tract of land;
2. S 89-45-50 W, a distance of 261.94 feet, to a 1/2" iron bar set with cap "RPLS 5888" for a corner of this tract of land;
3. S 21-07-22 E, a distance of 268.23 feet, to a 1/2" iron bar set with cap "RPLS 5888" for a corner of this tract of land;
4. 85.28 feet along a curve to the right having a radius of 426.51 feet and a chord bearing and distance of S 15-38-35 E - 85.18 feet, to a 1/2" iron bar set with cap "RPLS 5888" for a corner of this tract of land;
5. N 78-49-03 E, a distance of 147.49 feet, to a 1/2" iron bar set with cap "RPLS 5888" for a corner of this tract of land;
6. N 58-24-07 E, a distance of 117.27 feet, to a 1/2" iron bar set with cap "RPLS 5888" for a corner of this tract of land;
7. N 44-59-18 E, a distance of 171.05 feet, to a 1/2" iron bar set with cap "RPLS 5888" for a corner of this tract of land;
8. 112.58 feet along a curve to the right having a radius of 50.00 feet and a chord bearing and distance of N 78-43-56 E - 90.68 feet, to a 1/2" iron bar set with cap "RPLS 5888" for a corner of this tract of land;
9. N 44-59-18 E, a distance of 114.67 feet, to a 1/2" iron bar set with cap "RPLS 5888" for a corner of this tract of land;
10. N 22-54-38 W, a distance of 293.89 feet, to a 1/2" iron bar set with cap "RPLS 5888" in the southeast line of said "Parcel Eight: Tract One: 208.64 Golf Course Tract" for a corner of this tract of land;

Thence with the south and southeast line of said "Parcel Eight: Tract One: 208.64 Golf Course Tract", the following bearings and distances:

1. N 74-48-01 E, a distance of 100.72 feet, to a 1/2" iron bar found for a corner of this tract of land;
2. N 62-42-04 E, a distance of 104.98 feet, to a 1/2" iron bar found for a corner of this tract of land;
3. N 88-47-49 E, a distance of 72.63 feet, to a 1/2" iron bar found for a corner of this tract of land;
4. S 78-48-48 E, a distance of 59.56 feet, to a 1/2" iron bar found for a corner of this tract of land;
5. N 70-18-20 E, a distance of 48.85 feet, to a 1/2" iron bar found for a corner of this tract of land;
6. N 88-47-12 E, a distance of 71.53 feet, 1/2" iron bar set with cap "RPLS 5888" for a corner of this tract of land;
7. N 90-45-19 E, a distance of 188.13 feet, to a 1/2" iron bar found for a corner of this tract of land;
8. N 12-52-33 E, a distance of 116.57 feet, to a 1/2" iron bar found for a corner of this tract of land;
9. N 47-16-14 W, a distance of 73.45 feet, to a 1/2" iron bar found for a corner of this tract of land;
10. N 38-21-40 E, a distance of 89.86 feet, to a 1/2" iron bar found for a corner of this tract of land;
12. N 59-24-19 E, a distance of 81.67 feet, to a 1/2" iron bar found for a corner of this tract of land;
12. N 61-24-44 E, a distance of 87.98 feet, to a 1/2" iron bar found for a corner of this tract of land;
13. N 43-04-54 E, a distance of 105.26 feet, to a 1/2" iron bar found for a corner of this tract of land;
14. N 40-00-08 E, a distance of 78.83 feet, to a 1/2" iron bar found with cap "RPLS 4602", the west corner of said King's Point Cove Unit 2 and the north corner of this tract of land;

Thence with the west line of said King's Point Cove Unit 2, the following bearings and distances:

1. S 82-37-14 E, a distance of 886.56 feet, to a 1/2" iron bar found with cap "RPLS 4602" for a corner of this tract of land;
2. S 26-47-53 W, a distance of 690.53 feet, to a 1/2" iron bar found with cap "RPLS 4602" for a corner of this tract of land;
3. S 43-48-26 W, a distance of 248.35 feet, to a 1/2" iron bar found with cap "RPLS 4602" for a corner of this tract of land;
4. S 11-28-28 W, a distance of 230.28 feet, to a 1/2" iron bar found with cap "RPLS 4602" for a corner of this tract of land;
5. S 32-08-51 W, a distance of 134.41 feet, to a 1/2" iron bar found with cap "RPLS 4602" for a corner of this tract of land;
6. S 28-17-14 E, a distance of 768.78 feet, to a 1/2" iron bar found with cap "RPLS 4602" for a corner of this tract of land;
7. S 71-25-44 W, a distance of 75.75 feet, to a 1/2" iron bar found with cap "RPLS 4602" for a corner of this tract of land;

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed on the 9th day of January, 2015.

DFC Texas Land, LLC
a Delaware limited liability company

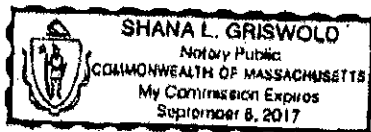
By: Jeffrey P. King, Manager

NOTARY ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS §

COUNTY OF BERKSHIRE §

Acknowledged before me this 9 day of January, 2015, by Jeffrey P. King, Manager of DFC Texas Land, LLC, on behalf of said company.



Shana L. Griswold
Notary Public, Commonwealth of Massachusetts

AFTER RECORDING RETURN TO:

DFC Texas Land, LLC
430 Main Street, Suite 3
Williamstown, Massachusetts 01267

NOTARY ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS §

COUNTY OF BERKSHIRE §

Acknowledged before me this 9 day of January, 2015, by Amy Backiel,
Executive Vice President of Developer Finance Corporation, on behalf of said company.



Notary Public, Commonwealth of Massachusetts



INSTRUMENT NO. 742

222 STATE OF TEXAS
COUNTY OF BROWN

FILED FEBRUARY 09, 2015 03:02 PM

I hereby certify that this instrument was FILED in File
Number Sequence on the date and at the time stamped
hereon by me, and was duly RECORDED in the
Official Public Records of Brown County, Texas.

RETURN TO:

PLAT VOL 5 PG 213-228



[Signature]
DEBRA FERGUSON, COUNTY CLERK
BROWN COUNTY, TEXAS