

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
for the
LOST ACRES ESTATES SUBDIVISION

STATE OF TEXAS §
 §
 COUNTY OF BEE §

WHEREAS, Lost Acres Ventures LLC, a Texas limited liability company ("Declarant"), is the owner of approximately eighty-eight (88) acres, as further described in Exhibit "A" ("Property"), attached hereto and incorporated herein by reference for all purposes; and

WHEREAS, Declarant desires and intends to subdivide the Property into five (5) acre or larger lots for the development of a single-family residential community ("Lost Acres Estates"); and

WHEREAS, Declarant is subjecting the Property and Lost Acres Estates to the restrictive covenants and conditions described herein for the benefit of all future owners of a portion of the Property.

NOW, THEREFORE, Declarant imposes and establishes the restrictive covenants and conditions described herein, for the purposes set forth below.

I. Purpose

This Declaration of Covenants, Conditions, and Restrictions for Lost Acres Estates ("Declaration") creates and imposes Covenants (as defined in Section II of this Declaration) that are necessary and desirable to establish a uniform plan for the development and use of the Property. The Covenants are established for the benefit of all Owners, to ensure that the Property is developed and used for single-family residential purposes only, to require that the Property continues to be maintained in an orderly and attractive manner, and to prevent nuisances. The Covenants are intended to impose no greater restriction upon the use of the Property than is necessary to further the foregoing described purposes.

II. Definitions

The following terms used in this instrument shall have the meaning set forth below:

"Access Road" shall mean the road that provides access to the Lots, as further shown in Exhibit "A". The Access Road shall include sixty feet (60') of right-of-way, and a minimum of eighteen feet (18') of asphalt or concrete with curbs on either side.

"Applicable Law" means all federal, state, county, and local laws, ordinances, regulations, or rules applicable to the person, circumstance, and/or property that is the subject of the provision of this Declaration in which the term appears.

“Applicable Law” means all federal, state, county, and local laws, ordinances, regulations, or rules applicable to the person, circumstance, and/or property that is the subject of the provision of this Declaration in which the term appears.

“Assessment” means any amount due to the Association by an Owner or levied against an Owner by the Association under this Declaration.

“Association” means Lost Acres Estates Homeowners Association, a Texas nonprofit association whose address, as of the Effective Date and subject to change, is 8610 N New Braunfels, Suite 400, San Antonio, TX 78217.

“Board” means the Board of Directors of the Association.

“Bylaws” means the Bylaws of the Association, adopted by the Board, as such Bylaws may be amended from time to time.

“Covenants” means the covenants, conditions, and restrictions contained in this Declaration.

“Declarant” means Vantage Real Property Partners III, LLC, a Texas limited liability company whose address is 8610 N New Braunfels, Suite 400, San Antonio, TX 78217, and any successor that may acquire all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.

“Declaration” means this Declaration of Covenants, Conditions, and Restriction, as such may be amended from time to time.

“Design Standards” means the set of standards set forth herein for the design and construction of Structures and design of landscaping, applicable to all Lots.

“Development Period” means the 10-year period beginning on the date this Declaration is recorded, during which Declarant has certain rights pursuant to this article, such as rights relating to development, construction, expansion, and marketing of the subdivision known as Lost Acres. The Development Period is for a term of ten (10) years and does not require that Declarant own land within the Subdivision. The Development Period is different from and longer than the Declarant Control Period. Declarant may terminate the Development Period at any time by recording a notice of termination.

“Declarant Control Period” means that period of time during which Declarant controls the operation and management of the Association beginning on the date this Declaration is recorded and ending on the date when Declarant has conveyed 75% of the Lots to Owners other than the Declarant or a builder.

“Exotic” means an animal not customarily raised or kept as a household pet or as Livestock.

"Governing Documents" means this Declaration and the Bylaws and Rules of the Association.

"Lost Acres Estates" being the same property described in Exhibit A, and any additional property made subject to this Declaration.

"Lot" means each tract or parcel of land within Lost Acres Estates.

"Livestock" means any animal raised or kept for agricultural purposes or to provide labor and produce commodities such as meat, eggs, milk, fur, leather, and wool.

"Member" means an Owner.

"Owner" means every record owner of a fee interest in a Lot.

"Residence" means a detached building designed for and used as a single-family dwelling.

"Rules" means any rules adopted by the Board.

"Structure" means any improvement on a Lot (other than a Residence), including, but not limited to, a private garage, shed, storage building, playhouse, greenhouse, pergola, guesthouse, pool house, cabana, outbuilding, fence, wall, outdoor seating area, tennis court, or recreational equipment.

"Subdivision" means the Lost Acres Estates Subdivision.

"Vehicle" means any automobile, truck, motorcycle, boat, trailer, tractor, or other wheeled means of conveyance, whether self-propelled or towed.

III. Clauses and Covenants

A. Imposition of Covenants.

1. Declarant is the owner of all of the property in Lost Acres Estates and imposes the Covenants upon Lost Acres Estates. The Covenants are necessary and desirable to establish a uniform plan for the development and use of Lost Acres Estates for the benefit of all Owners. All Owners and other occupants of the Lots, by their acceptance of a deed or lease for any Lot or occupancy of any Lot, agree that Lost Acres Estates is subject to the Covenants.

2. The Covenants run with the Land and bind all Owners and occupants of Lots and any other person holding an interest in a Lot. The Covenants shall be made a part of each contract and each deed executed by or on behalf of Declarant and its successors and assigns conveying any interest in and to any Lot or parcel situated within Lost Acres Estates, by reference to this instrument and its record, and by acceptance thereof, the grantee and its heirs, successors and assigns shall be subject to and bound thereby. Each such contract and deed shall be conclusively held to have been executed, delivered, and accepted subject to all of the terms, conditions, and

restrictions set forth in this instrument. In the event any contract or deed for any Lot or parcel within Lost Acres Estate fails to refer to this instrument, this instrument shall nevertheless be considered a part thereof, and any conveyance of any Lot or parcel of Lost Acres Estates shall be construed to be subject to this Declaration.

3. Each Owner and occupant of a Lot agrees to comply with the Governing Documents and agrees that failure to comply may subject such Owner to a fine or an action for any amount due to the Association, damages, or injunctive relief.

4. Any provision of the Governing Documents to the contrary notwithstanding, Declarant reserves the right, during the Development Period, to facilitate the development, construction, and marketing of Lost Acres Estates, to direct the size, shape, and composition of Lost Acres Estates, and to amend this Declaration. These rights are in addition to all other rights afforded to Declarant by the Governing Documents and take precedence over any conflicting provisions in the Governing Documents.

B. Use and Activities.

1. **Permitted Use.** A Lot may be used only for single-family residential purposes, and all Residences and Structures must be constructed, maintained, and used in accordance with the Governing Documents.

2. **Prohibited and Regulated Activities.** The following activities and uses are prohibited at or upon the Lots:

- (a) Any activity that is in violation of any provision of the Governing Documents;
- (b) Any activity or construction prohibited by Applicable Law; Further, each Owner shall comply with all Applicable Law in the use of its Lot.
- (c) Any nuisance or any noxious or offensive activity, which shall be defined as activities, whether verbal or physical, overt or silent, that cause or reasonably have the potential to cause damage to any property, unreasonable hazard to the health or safety of any Owner or visitor, or the impairment of any Owner's right to the peaceful enjoyment of their property;
- (d) Any dumping, burial, or storage of rubbish, garbage, trash, waste, junk, or used tires;
- (e) Any storage of:
 - (i) building materials, except during the construction, repair, or renovation of a Residence or Structure;
 - (ii) Vehicles or farm machinery, implements or equipment, except operable Vehicles or equipment parked within a Structure or otherwise on a Lot in accordance with the provisions of the Governing Documents; provided, however, that inoperable or disabled Vehicles or equipment may be present for a period of up to 72 hours for the purpose of repair, and thereafter, must be removed;

- (iii) junk, trash, broken and disused objects, and similar items that create an unsightly appearance, unless completely shielded from view by a Structure;
 - (iv) items that constitute a threat to the safety of persons or property, including toxic or volatile chemicals;
 - (v) an amount of fuel in excess of 50 gallons;
- (f) Exploration for or extraction of oil, gas, or other minerals;
- (g) Placing, parking, or installing a mobile home, manufactured home, manufactured housing, or house trailer upon on a Lot;
- (h) Moving a previously-constructed house or structure (including, but not limited to, prefabricated or modular homes or structures) onto a Lot without prior approval of the Board;
- (i) Installing or maintaining a tent, shack, shed, or any other temporary structure or building on a Lot without prior approval of the Board;
- (j) Residing in or occupying a travel trailer, motor home, or recreational vehicle for a period of more than 10 consecutive days, whether by an Owner or a visiting guest;
- (k) Using any structure of temporary character or tent, shack, garage, barn, or any other outbuilding as a residence, whether temporarily or permanently;
- (l) Constructing or occupying a Residence or Structure that does not comply with the Design Standards or is otherwise in violation of any provision of the Governing Documents;
- (m) Allowing animals to roam beyond an Owner's Lot;
- (n) Conducting commercial, professional, trade, or other business activity, except that an office incidental to the business or profession of an Owner may be maintained within such Owner's own Residence so long as such use does not cause or attract traffic or otherwise become a nuisance to other Owners and such office is not publicly advertised in any manner; or
- (o) Long- or short-term renting of a Residence or Structure or any portion thereof.

3. **Other Regulated Activities.**

- (a) All trash and refuse must be stored in appropriate containers. Trash may be burned, provided that an appropriate burn barrel is used and it is done in accordance with all Applicable Laws. All equipment and containers for storage and disposal of such items shall be kept in a clean and sanitary condition.
- (b) Animals may be kept and raised for purposes of personal enjoyment or in connection with school projects or other youth programs or competitions, such as 4-H or FFA. Animals being kept, bred, or raised for commercial or trade

purposes are not permitted. Owners or residents may not board, kennel, or keep animals for others, whether for compensation or not. All animals shall be kept within a pen or other enclosure, which must be kept clean and neat. No animal shall be permitted to run at large within Lost Acres Estates. All barns, pens, or other facilities or enclosures for raising or keeping animals shall be located behind the rear wall line of the Residence. Animals that are determined by the Association to be a nuisance due to noise, behavior, or smell will not be permitted and must be removed by the Owner. A reasonable number of dogs, cats, or other household pets may be kept (except for fish or reptiles of a type customarily kept within normal home aquariums and birds kept inside cages inside a Residence, with respect to which there shall be no limitation on amount) All dogs must be vaccinated. No more than five head of Livestock animals may be kept or raised by an Owner, except as may otherwise be approved by the Board. No dangerous or Exotic animals may be kept or raised by an Owner.

- (c) No Owner shall cause the natural flow of water to be interrupted on any Lot, nor cause any obstruction or retardation of water flow, causing a danger or potential danger to the health and safety of others because of flooding or other water-related damage.
- (d) Upon change of ownership of any Lot, the new Owner must notify the Association in writing of the acquisition of the ownership interest.

C. Construction and Maintenance Standards.

1. Lots; Setbacks. No more than one single-family Residence may be constructed on a Lot. An Owner of adjoining Lots may not consolidate Lots into one site for the construction of one or more Residences. No Lot may be subdivided. All Residences must be at least 50 feet but not more than 150 feet from the street frontage of each Lot ("Front Setback Requirement") and at least 25 feet from each side boundary line of each Lot. Any Structure on a Lot cannot be located in front of a Residence. Residences and/or Structures on irregular shaped Lots (identified as Lot 7, 8, 9, and 10 in Exhibit "A") may vary from the Front Setback Requirement, as determined by the Board.

2. Residences and Structures. All Residences and Structures must be aesthetically and architecturally compatible, as determined by the Board. No Residence or Structure may be erected or commenced, nor shall any exterior remodel or alterations commence, on any Lot unless plans and specifications have been submitted to and approved by the Board. The plans and specifications must show exterior design, height, building materials, color scheme, location of Residence, and any Structures, depicted horizontally and vertically, in the form and with such detail the Board may require. Any Residence constructed and maintained on a Lot must conform to the following standards and specifications:

- (a) Residences are limited to two stories. A single-story Residence must have a minimum of 1,800 square feet of airconditioned living area, exclusive of garages, porches,

patios, decks, or terraces. A two-story Residence must have a minimum of 1,200 square feet of air-conditioned living area on the ground floor, exclusive of garages, porches, patios, decks, or terraces. Structures may not exceed fifty (50%) of the square footage of the Residence unless approved by the Board.

(b) The exterior front-facing elevation of any Residence must be of 100% masonry, such as brick, stone, stucco. For purposes of computing such percentages, gables, window openings and door openings shall be excluded from the total area of the front exterior.

(c) Roof material must be 30-year architectural-type composite shingle, concrete or clay tile, or steel panel. Roof pitch of any Residence shall be a minimum of 3:12.

(d) All water wells and septic systems must be installed and maintained to conform to all Applicable Laws and Owners must obtain all permits required under Applicable Laws.

(e) All Residences must be inspected by a recognized inspection service prior to occupancy to ensure that the construction thereof conforms to the same residential construction building codes applicable to residences constructed within the City of Beeville, Texas as those adopted by the City of Beeville at the time of construction.

(f) If a garage is to be detached from the Residence, said garage must be constructed of the same materials as the Residence. All garages and carports must be constructed so that the entrance does not face the road. All garages shall be fully operable, capable of housing at least two automobiles, and enclosed by garage doors with an automatic closure mechanism which must be kept in the closed position when the garage is not being used by the owner or occupant of the Residence. No outdoor storage of inoperable Vehicles shall be permitted. Outdoor storage of equipment may be permitted, provided it is screened from view from the Access Road.

(g) All driveways must be surfaced with asphalt, concrete, brick, or paver stone. Driveways may not be surfaced with dirt, gravel, shell, or crushed rock. Each Lot may have a maximum of two (2) driveway cuts onto the Access Road.

(h) One satellite dish of a size of one meter or smaller in diameter may be installed at each Residence. A rooftop antenna may not extend any higher than twelve feet above the top roofline of a Residence.

(i) No window-unit or wall-unit air conditioning systems shall be installed in any Residence. Central air condition units must be placed so as not to be visible from the Access Road or from the front of the Residence.

(j) Any Residence or Structure that is damaged must be repaired within sixty (60) days (or within a period approved by the Board) and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within sixty (60) days (or within a period approved by the Board) and the Lot restored to a clean and orderly condition.

(k) No aboveground swimming pools shall be permitted.

(l) Any fencing placed in front of the rear wall line of a Residence ("Front Fence") must be semi-open, constructed of white painted or stained wood or wood-like material, and shall not exceed five feet (5') in height. Whether a proposed Front Fence complies with this section is at the discretion of the Board. Fencing located behind the rear wall line

of a Residence shall not exceed six feet (6') in height. All fencing shall be properly maintained in both appearance and structure.

- (m) Except as provided herein, no signs may be installed or displayed on any Lot.
 - i. An Owner may display on the Owner's property one or more signs advertising a candidate or measure for an election during the period beginning on or after the 90th day before the date of the election to which the sign relates until the 10th day after that election date. Such signs must be ground-mounted, shall not exceed a size that is four feet by six feet, and shall not contain language, graphics, or any display that would be offensive to the ordinary person. Each Owner is limited to only one sign for each candidate or measure.
 - ii. An Owner may display one personal name and/or address sign of not more than five square feet, or one sign advertising the sale of a Lot, or one sign of not more than three square feet to advertise the Lot during the construction and sales period.

(n) No Owner of a Lot shall be permitted to construct Structures or improvements on such Lot or grade such Lot or permit such Lot to remain in or be placed in such condition that rainwater falling on such Lot surface drains to any other Lot; and, in pursuance of the preceding requirement, underground drains and gutters on roofs or other means approved by the Board, as may be applicable, shall be required in order to prevent drainage of rain or irrigation water to any other residential lot.

(o) Unless provided for otherwise by the Association, the Owner of each Lot shall maintain the portion of the Access Road right-of-way abutting its Lot, as well as the Residence, Structures, sod, trees, hedges, and plantings on said Lot, in a neat and attractive condition. Such maintenance shall include regular mowing, edging of turf areas, weeding of plant beds, fertilizing, weed control, and watering of the turf and landscape areas on each Lot. Diseased or dead plants or trees must be removed and replaced within a reasonable time.

(p) All electrical, gas, telephone, and cable television meters shall be located at the rear or side of the Residence out of view from the Access Road. All exterior heating, ventilating and air-conditioning compressor units and equipment shall be located at the rear of the Residence or at the side of the Lot screened from view in a manner approved by the Board.

3. Lot Access. Access to Lost Acres Estates and each Lot shall be through a single road owned and maintained by the Association. For clarity, the Association shall maintain the asphalt or other material used on the Access Road, as well as the curbs. The Owners shall be responsible for the adjacent property as provided for herein. Each Owner shall have an easement granting ingress and egress to their Lot from the Access Road.

D. Association.

1. Establishment and Governance. The filing of this Declaration establishes the Association as an unincorporated nonprofit association that is governed by this Declaration and the Bylaws. The Association has the powers of a nonprofit association and a property owners

association for Lost Acres Estates under the Texas Business Organizations Code, the Texas Property Code, and the Governing Documents.

2. Board of Directors. The Association shall be governed by a Board of Directors, as provided in the Governing Documents, consisting of three (3) directors. During the Development Period, the Declarant will appoint all three Board directors and any directors needed to fill a vacancy during an unexpired term. During such period, Declarant shall also have the right to remove any director of the Board for any grounds for removal described in the Bylaws. Thereafter, the directors of the Board will be selected, removed, and replaced as provided in the Bylaws.

3. Rules. The Board may adopt Rules from time to time, provided that such Rules do not conflict with Applicable Law or the provisions of the Governing Documents.

4. Membership and Voting. Every Owner is a Member of the Association. Membership in the Association is appurtenant to and may not be separated from ownership of a Lot. Members shall have one vote per Lot. When more than one person is an Owner of a given Lot, each is a Member, but only one vote may be cast per Lot.

5. Authority of Board. The Board shall have the right to determine all questions arising in connection with this Declaration and the Governing Documents and to construe and interpret all provisions hereof and thereof. The Board's good faith determination, construction, and interpretation shall be final and binding. In all cases, the provisions of this Declaration shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements. The Board shall be responsible for reviewing and approving all proposed residences, structures and landscaping within the Subdivision to ensure aesthetic compatibility and conformity with this Declaration.

6. Plan Review. Within fifteen (15) days after the submission of plans and specifications by an Owner, the Board must notify the submitting Owner of any other documents or information required by the Board. In the absence of timely notice from the Board requesting additional documents or other information, the submission is deemed complete. If the Board fails to give notice of disapproval of the plans and specifications to the submitting Owner within twenty (20) days after complete submission, the submitted plans and specifications are deemed approved. The Association, the Board, and their members will not be liable to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any request.

7. Notice of Violation. Upon violation of any protective covenant or restriction contained in this Declaration, as it may be amended from time to time, the Association shall give notice of such offense or violation to the applicable Member in accordance with the notice provisions of this Declaration. Such notice shall inform the Member of the nature of the offense and provide a period of twenty (20) days from receipt of the notice to rectify the offense. If such Member fails to do so, the Association may take any and all action deemed necessary as permitted by the provisions of this Declaration. The Member may appeal the Board's determination that an offense has been committed by sending notice of appeal to the Association within said 20-day period. Such appeal shall be considered by the Board at the next regularly scheduled meeting of

the Board, and the determination of the matter at such meeting shall be final and binding upon all parties.

E. Assessments.

1. Authority; Personal Obligation. The Association may levy assessments to promote the peace, enjoyment, recreation, health, safety, and welfare of the residents of Lost Acres Estates and to fund operating expenses and maintenance expenses of the Association. Such assessments are the personal obligation of each Owner when such assessment accrues.

2. Creation of Lien. Assessments are secured by a continuing vendor's lien on each Lot, which lien is reserved by the Declarant and hereby assigned to the Association. By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Association to secure such assessments. A Lot becomes subject to assessments upon conveyance of the Lot by Declarant.

3. Regular Assessments. "Regular Assessments" shall be levied by the Board, annually, to fund the anticipated operating and maintenance expenses of the Association. Until otherwise changed by the Board, the Regular Assessment is \$500 per Lot per year. Regular Assessments may be changed annually by the Board. Written notice of the Regular Assessment shall be sent to every Owner at least thirty days before its effective date. One-half of the Regular Assessment amount will be due and payable on or before the tenth day of January of each year, and the remaining one-half will be due and payable on or before the tenth day of July of each year.

4. Special Assessments. "Special Assessments" may be levied by the Board for the purpose of funding the cost of any construction or repair benefiting Lost Acres Estates or for any other purpose benefiting Lost Acres Estates. Special Assessments must be approved by a majority vote of the Members at a meeting of the Members in accordance with the Bylaws. Written notice of the terms of any Special Assessment will be sent to every Owner.

5. Fines. The Board may levy a reasonable fine against an Owner for a violation of the Governing Documents, as permitted by Applicable Law.

6. Subordination of Lien to Mortgages. The lien granted and reserved to the Association is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien or the acceptance of a deed in lieu thereof shall not operate to affect or impair the Association's lien, except that the Association's lien as to Assessments accrued prior to the date of foreclosure or acceptance of a deed in lieu thereof shall be subordinate to such superior lien, and such foreclosure purchase or taker of a deed in lieu thereof shall take title to such Lot free of the lien hereof for all such costs that have accrued to the date of foreclosure or acceptance of such deed in lieu thereof, but subject to the lien hereof for all such Assessments as shall accrue subsequent to the date of foreclosure or acceptance of a deed in lieu thereof when a notice of lien has been recorded prior thereto.

8. Delinquent Assessments. Any Assessment not paid within 30 days after it is due is delinquent.

F. Utilities

Title To Utility Lines. The title conveyed to any Lot within the Subdivision shall be subject to any easement affecting same for utility or other purposes and shall not be held or construed to include the title to the water, gas, electricity, telephone, cable television, security, storm sewer, or sanitary sewer lines, poles, pipes, conduits, or other appurtenances or facilities constructed by the Declarant, the Association, or public or private utility companies upon, under, along, across, or through such utility easements; and the right (but no obligation) to construct, maintain, repair, and operate such systems, utilities, appurtenances, and facilities is reserved to the Declarant or the Association and their successors and assigns. The Owners of the respective Lots shall not be deemed separately to own pipes, wires, conduits, or other service lines running through their property that are used for or serve other Lots, but each Owner shall have an easement for such use of the aforesaid facilities as shall be necessary for the use, maintenance, and enjoyment of his/her Lot.

G. Insurance.

Insurance Coverage. Each Owner shall be responsible for insuring his/her Lot and his/her Residence, its contents, and furnishings. Each Owner, at his/her own cost and expense, shall be responsible for insuring against the liability of such Owner.

H. Remedial Rights.

1. Late Charges and Interest. A late charge of 10% of the delinquent amount is assessed for delinquent payments. Delinquent Assessments accrue interest at the rate of 5% per year. The Board may change the amount of such late charge and interest rate.

2. Costs, Attorney's Fees, and Expenses. The Owner is liable to the Association for all costs and reasonable attorney's fees incurred by the Association in collecting delinquent Assessments, foreclosing the Association's lien, and enforcing the Governing Documents.

3. Foreclosure. The Association may bring an action against an owner to collect delinquent Assessments, foreclose the Association's lien, or enforce or enjoin a violation of the Governing Documents. An Owner may bring an action against another Owner to enforce or enjoin a violation of the Governing Documents.

4. Remedy of Violations. The Association may levy a fine against an Owner and/or may access an Owner's Lot to remedy a violation of the Governing Documents, in which case, neither the Association nor its directors, agents, or representatives shall be deemed liable for any manner of trespass.

5. Suspension of Rights. If an Owner violates the Governing Documents, the Association may suspend the Owner's rights under the Governing Documents in accordance with Applicable Laws.

I. Other General Provisions.

1. Term. This Declaration runs with the land and is binding for a term of thirty (30) years. Thereafter, this Declaration automatically continues for successive terms of ten (10) years each, unless terminated by written instrument signed by at least 2/3 of Lots vote in the affirmative to terminate (one vote per Lot). An instrument terminating this Declaration shall be recorded in the official public records of Bee County.

2. Amendment. During the Development Period, this Declaration may be amended only by the Declarant. Thereafter, this Declaration may be amended at any time with approval of at least 2/3 of the Members. All amendments shall be recorded in the official public records of Bee County. All Owners will be provided with a copy of such amendment or other Governing Documents upon request.

3. Corrections. The Board may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair a vested property right of any Owner.

4. No Waiver. Failure by the Association or an Owner to enforce the Governing Documents shall not be a waiver of any right to do so.

5. Conflict. In the event of a conflict between the terms or provisions of this Declaration and the terms or provisions of any Governing Document, this Declaration shall control.

6. Severability. If a provision of this Declaration is determined to be unenforceable or invalid by court order or judgment, then such unenforceability or invalidity shall not affect any other provision of this Declaration and this Declaration shall be construed as though the unenforceable or invalid provision is not a part of this Declaration and all other provisions hereof shall remain in full force and effect.

7. Notices. Any notice required or permitted by the Governing Documents must be in writing. To the extent required by Applicable Law, notices regarding remedial rights must be given by certified U.S. mail, return receipt requested. All other notices may be given by first class U.S. mail. Notice is deemed to be delivered (whether actually received or not) when properly deposited with the United States Postal Service. Notice to a Member shall be addressed to the Member's last known address according to the Association's records. Notice to the Association shall be addressed to the Board or a managing agent at the Association's principal office or another address designated in a notice to the Members.

8. LIMITATION ON LIABILITY. NEITHER THE ASSOCIATION, THE BOARD, DECLARANT, OR ANY OFFICER, AGENT, OR EMPLOYEE OF ANY OF THE SAME ACTING WITHIN THE SCOPE OF THEIR RESPECTIVE DUTIES DESCRIBED IN THIS DECLARATION SHALL BE LIABLE TO ANY PERSON FOR ANY REASON OR FOR ANY FAILURE TO ACT IF THE ACTION OR FAILURE TO ACT WAS IN GOOD FAITH AND WITHOUT MALICE.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Declarant executes this Declaration as of the 21 day of December 2023.

DECLARANT:

Vantage Real Property Partners III, LLC, a Texas limited liability company

By: [Signature]

Print Name: Matthew Swann

Title: Manager

Date: 12/21/2023

ACKNOWLEDGEMENT

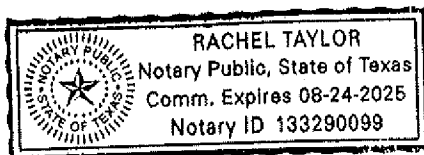
STATE OF TEXAS §

COUNTY OF Bexar §

This instrument was acknowledged before me on this 21 day of December, 2023, by Matthew Swann, Manager, of Vantage Real Property Partners III, LLC, a Texas limited liability company, on behalf of said company.

Date: 12/21/23

[SEAL]



[Signature]
Notary Public, State of Texas

My commission expires: 8/24/25

EXHIBIT A

DESCRIPTION OF PROPERTY

Field Notes of 89.38 Acres being the remainder of a 179.61 acre tract, File No. 2022-626 Official Public Records of Bee County, Texas and out of the James Hefferman Grant, Abstract 31, Bee County, Texas.

BEGINNING at a 5/8" iron pin found by a 1/2" iron pin by a t-post in the northwest line of an 18.404 acre tract, Tract 5, File No. 2023-1394 Official Public Records of Bee County, Texas, for the east corner of a 29.30 acre tract, Tract Two, Volume 784, Page 95 Official Public Records of Bee County, Texas, the south corner of the 179.61 acre tract, and the south corner of the subject tract.

THENCE N 27°55'51" W, with the southwest line of the 179.61 acre tract and generally with the fence; at 637.02 feet pass a 5/8" iron pin found by a 4" treated post 3-way fence corner for the north corner of a 31.70 acre tract, Volume 817, Page 757 Official Public Records of Bee County, Texas and the east corner of Lot 14, H. & M. Subdivision, Cabinet 1, Slide 61 Plat Records of Bee County, Texas; at 1033.45 feet pass a 5/8" iron pin found for the north corner of Lot 14 and the east terminus corner of County Road 404; continuing a total of 1911.67 feet to a 5/8" iron pin set by a 6" treated post 3-way fence corner in the southeast line of a 60.00 acre tract, File No. 2021-1578 Official Public Records of Bee County, Texas, for the north corner of a 4.86 acre tract, Volume 1045, Page 165 Official Public Records of Bee County, Texas, an interior corner of the 179.61 acre tract, and the lower west corner of the subject tract.

THENCE N 61°54'26" E, over and into the 179.61 acre tract, with the southeast line of the 60.00 acre tract, and generally with the fence, 406.43 feet to a 5/8" iron pin set by a 5" treated post 3-way fence corner for the east corner of the 60.00 acre tract and the south corner of a 31.14 acre tract, File No. 2021-2181 Official Public Records of Bee County, Texas.

THENCE, continuing over and across the 179.61 acre tract, with the southeast line of the 31.14 acre tract, and generally with the fence, N 62°05'42" E 873.36 feet to a 6"x6" concrete marker found by an 8" cedar post 2-way fence corner for the east corner of the 31.14 acre tract, and N 28°03'19" W 293.60 feet to a 3/4" iron pin found by a 5" treated post 3-way fence corner in the northeast line of the 31.14 acre tract, the south corner of a 31.60 acre tract, Tract B, File No. 2020-636 Official Public Records of Bee County, Texas, an interior corner of the 179.61 acre tract, and the upper west corner of the subject tract.

THENCE N 62°06'29" E, with the southeast line of the 31.60 acre tract, the northwest line of the 179.61 acre tract, and generally with the fence, 1058.50 feet to a 5/8" iron pin set by a 5" treated post 3-way fence corner in the southwest line of a 45.47 acre tract, Tract 1, File No. 2023-1394 Official Public Records of Bee County, Texas, for the east corner of the 31.60 acre tract, the lower north corner of the 179.61 acre tract, and the north corner of the subject tract.

THENCE S 28°33'21" E, with the southwest line of the 45.47 acre tract, the northeast line of the 179.61 acre tract, and generally with the fence, 1497.99 feet (recorded as 1508.72 feet) to a 5/8" iron pin found by a 3" cedar post 2-way fence corner in the northwest line of the 18.404 acre tract, for the south corner of the 45.47 acre tract, the east corner of the 179.61 acre tract, and the east corner of the subject tract.

THENCE with the northwest line of the 18.404 acre tract, the southeast line of the 179.61 acre tract, and generally with the fence:

S 47°24'03" W 1450.99 feet to a 5/8" iron pin found by a t-post for a point of curvature;

With a curve to the left having a radius of 5779.58 feet, an arc length of 999.92 feet, a degree of curvature of 0°59'29", a delta angle of 9°54'46", and a chord of S 42°26'09" W 998.67 feet to a 5/8" iron pin found by a t-post;

S 37°30'16" W 10.64 feet to the POINT OF BEGINNING.

**Bee County
Michele Bridge
Bee County Clerk**

Instrument Number: 3843

eRecording - Real Property

DECLARATION

Recorded On: December 27, 2023 07:54 AM

Number of Pages: 16

" Examined and Charged as Follows: "

Total Recording: \$82.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

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

File Information:

Document Number: 3843
Receipt Number: 20231222000001
Recorded Date/Time: December 27, 2023 07:54 AM
User: Anna T
Station: CLERK06

Record and Return To:

Simplifile
5072 NORTH 300 WEST

PROVO UT



**STATE OF TEXAS
COUNTY OF BEE**

**I hereby certify that this Instrument was FILED In the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Bee County, Texas.**

Michele Bridge
Bee County Clerk
Bee County, TX

Michele Bridge