

SWR POA Covenants, Conditions and Restrictions (CC&Rs)

Disclaimer:

Safari Waters Ranch was originally developed in six (6) phases, Phase 1, Phase 2, Phase 3A, Phase 3B, Phase 3C and Phase 4. The developer created a set of CC&Rs for each phase with the exception of combining Phases 3B and 3C into a single CC&R resulting in a total of five (5) CC&Rs. The five CC&Rs are about 98% the same. The CC&R represented here is a slightly modified version of Phase 3B & 3C, which is the most comprehensive of the five CC&Rs. The document presented here contains all amendments and original content but excludes specific language referring to the plat and drawer location of this document in the Henderson County Clerk's office.

This document was created to provide a single reference document for those seeking an understanding of the SWR POA CC&Rs and should not be construed as an official CC&R document. All CC&Rs have been filed with the Henderson County Clerk's office and can be found by searching their website.

Last modified June 16, 2017

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SAFARI WATERS RANCH

STATE OF TEXAS

COUNTY OF HENDERSON

KNOW ALL MEN BY THESE PRESENTS:

SECTION I
DEFINITIONS

1.01. "Association" shall mean and refer to the SAFARI WATERS RANCH PROPERTY OWNERS ASSOCIATION, its successors and assigns.

1.02. "SAFARI WATERS RANCH" shall mean and refer to SAFARI WATERS RANCH and any other phases of SAFARI WATERS RANCH, hereafter or heretofore made subject to the jurisdiction of the Association.

1.03. "Board of Directors" shall mean and refer to the Board of Directors of the Association.

1.04. "Builders" shall mean and refer to persons or entities that purchase tracts and build speculative or custom homes thereon for third party purchasers.

1.05. "Common Area" shall mean all real property (including the improvements thereto) within the Subdivision owned by the Developer and/or the Association for the common use and enjoyment of the Owners.

1.06. "Contractor" shall mean and refer to the person or entity with which an Owner contracts to construct a residential dwelling on such Owner's Tract.

1.07. "Developer" shall mean and refer to TEXAS LAND & LAKES, INC. and its successors and assigns.

1.08. "Front Lot Line" or "Front Property Line" shall mean and refer to the property boundary line adjoining the street to which the front of the dwelling faces.

1.09. "Tract" or "Lot" shall mean and refer to any plot of land identified as a tract or home site on the Plat of SAFARI WATERS RANCH recorded in the Map and Plat records of Henderson County, Texas. For purposes of this instrument, "Tract" shall not be deemed to include any portion of the "Common Areas" or "Unrestricted Reserves," (defined herein as any Common Areas and Unrestricted Reserves shown on the Plat) in SAFARI WATERS RANCH regardless of the use made of such area.

1.10. "Member" shall mean and refer to every person or entity who holds a membership in the Association.

1.11. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Tract which is a part of the Subdivision, including contract sellers (a seller under a Contract for Deed), but excluding those having such interest merely a security for the performance of an obligation.

1.12. "Properties" shall mean and refer to any land previously not defined by these restrictions found within the Subdivision.

1.13. "Rear Lot Line" or "Rear Property Line" shall mean **and** refer to that Lot boundary line opposite the front property boundary line as delineated by the Plat.

1.14. "Side Lot Line" or "Side Property Line" shall mean and refer to any Lot line that is not a front property line or a rear property line.

1.15. "Subdivision" shall mean all those properties or units forming a part of SAFARI WATERS RANCH.

SECTION II
RESERVATIONS, EXCEPTIONS AND DEDICATIONS

2.01. Recorded Subdivision map of the Property. The plat ("Plat") of SAFARI WATERS RANCH dedicates for *use* as such, subject to the limitations as set forth therein, the roads, streets and easements shown thereon. The Plat further establishes certain restrictions applicable to SAFARI WATERS RANCH. All dedications, restrictions, easements and reservations created herein or shown on the Plat, replats or amendments of the Plats of SAFARI WATERS RANCH recorded or hereafter recorded shall be construed as being included in each contract, deed, or conveyance executed or to be executed by or on behalf of Developer, whether specifically referred to therein or not.

2.02. Easements. Developer reserves for public use the utility easements shown on the Plat or that have been or hereafter may be created by separate instrument recorded in the Official Public or Official Real Property Records of Henderson County, Texas, for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, storm surface drainage, cable television, or any other utility the Developer sees fit to install in, across and/or under the Property. All utility easements in the subdivision may be used for the construction of drainage swales in order to provide for improved surface drainage of the Reserves, Common Area and/or Tracts. Should any utility company furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Developer, without the joinder of any other Owner, shall have the right to grant such easement on said Property without conflicting with the terms hereof. Any utility company serving the subdivision shall have the right to enter upon any utility easement for the purpose of installation, repair and maintenance of their respective facilities. Neither Developer nor any utility company, political subdivision or other authorized entity using the easements herein referred to shall be liable for any damages done by them or their assigns, agents, employees, or servants, to fences, shrubbery, trees and lawns or any other property of the Owner on the property covered by said easements. Additionally, Developer reserves all areas located within the 100-year flood plain as depicted by the Federal Emergency Management Authority ("FEMA") as a drainage easement. Developer reserves the right and ability to enter the Lot or Tract where a drainage easement is located or the 100-year flood plain is located to perform work as necessary within such drainage easements to insure proper drainage of the Subdivision and as designed. Any and all Access Easements found within the Subdivision are dedicated for use by the Members of the Association for ingress and egress across such Tracts as may be burdened by such Access Easement, and maybe used for ingress and egress by the Developer or such other individuals, persons or entities as may be provided for by the Developer through written consent or written license.

2.03. Title Subject to Easements. It is expressly agreed and understood that the title conveyed by developer to any of the Tracts by contract for deed, deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, electric lighting, electric power, telegraph or telephone purposes, maintenance, utility, access and other easements hereafter granted affecting the Tracts. The Owners of the respective Tracts shall not be deemed to own pipes, wires, conduits or other service lines running through their Tracts which are utilized for or service other Tracts, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his Tract. The Developer may convey title to said easements to the public, a public utility company or the Association.

2.04. Utility Easements.

2.04.1. Utility ground and aerial easements have been dedicated in accordance with the Plat and by separate recorded easement documents.

2.04.2. No building shall be located over, under, upon or across any portion of any utility easement or any other easement as shown in the Plat or otherwise by recorded document. The Owner of each Tract shall have the right to construct, keep and maintain concrete drives, fences, and similar improvements across any utility easement, and shall be entitled to cross such easements at all times for purposes of gaining access to and from such Tracts, provided, however, any concrete drive, fence or similar improvement placed upon such Utility Easement by the Owner shall be constructed, maintained and used at Owner's risk and, as such, the Owner of each Tract subject to said Utility Easements shall be responsible for (i) any and all repairs to the concrete drives, fences and similar improvements which cross or are located upon such Utility Easements and (ii) repairing any damage to said improvements caused by the Utility District or any public utility in the course of installing, operating, maintaining, repairing, or removing its facilities located within the Utility Easements.

SECTION III

USE RESTRICTIONS

3.01. Single Family Residential Construction. No building shall be erected, altered, placed or permitted to remain on any Tract other than dwellings to be used for residential purposes. All single story dwellings on tracts must have at least One Thousand, Six Hundred (1,600) square feet of living area, excluding porches, and have at least a two (2) car garage and no more than a five (5) car garage, which may be detached. One and one-half and two-story dwellings must have a minimum of Two Thousand (2,000) square feet of living area, excluding porches, with at least One Thousand (1,000) square feet on the ground floor and must have at least a two (2) car garage and no more than a five (5) car garage, which may be detached. No carports shall be allowed. Garage door openings must face Side or Rear Lot Lines for all size dwellings. One secondary dwelling may be built on tracts, provided said secondary dwelling contains a minimum of Five Hundred (500) square feet and cannot exceed One Thousand, Two Hundred (1,200) square feet of living area size. Secondary dwellings must be built after or while the primary dwelling is being built and must be approved by the Architectural Control Committee. Detached garages, workshops, and barns may be constructed on the property prior to the main dwelling being built. All dwellings, detached garages, workshops, barns and any other improvements must be approved in writing by the Architectural Control Committee prior to being erected, altered or placed on property. All dwellings must face the Front Lot Line or Front Property Line and the street. The term "dwelling" does not include mobile homes, single or doublewide manufactured homes or prefabricated (prefab) homes, and said mobile homes, manufactured homes and prefab homes are not permitted within the subdivision. All primary and secondary dwellings must be site constructed, built with new construction materials and use exterior materials that are approved by the Architectural Control Committee. Aluminum, asbestos, plywood, and vinyl and/or vinyl siding shall not be allowed. All primary and secondary dwellings must have concrete and rebar foundation, a pier foundation or a combination of a concrete slab and pier foundation. Detached garages must be built out of similar material as the main dwelling. Other accessory buildings and barns must be built with new construction material and may be built with wood or metal siding. All shingle roofs must have at least a 30-year life. Metal and tile roofs will be permitted. Any building, structure or improvement commenced on any Tract shall be completed as to exterior finish and appearance within nine (9) months from the commencement date. While dwellings are being constructed, the Owner and/or Contractor must provide a trash dumpster and temporary restroom facilities on the Tract.

3.02. Composite Building Site. Any Owner of one or more adjoining Tracts (or portions thereof) may, with the prior written approval of the Architectural Control Committee, consolidate such Tracts or portions into one (1) building site, with the privilege of placing or constructing improvements on such resulting site, in which case the side set-back lines shall be measured from the resulting Side Property Lines rather than from the Tract lines as indicated on the Plat. It is the responsibility of the owner to obtain all needed easement releases from the appropriate agencies and all approvals from the appropriate County and/or City authorities.

3.03. Location of the Improvements upon the Tract. On tracts five (5.00) acres or less in size, no building of any kind shall be located on any tract nearer than fifty (50) feet from the Front Property Line and twenty (20) feet from any Side or Rear Lot Line. Regardless of property line, no building shall be closer than fifty (50) feet from the property line adjoining any road. On Tracts greater than 5.00 acres in size, no building of any kind shall be located on any Tract nearer than one hundred (100) feet from the Front Property Line and fifty (50) feet from any Side or Rear Lot Line. All dwellings must directly face the Front Property Line i.e. the front door of the dwelling must face the Front Property Line.

Notwithstanding, on those Lots located adjacent to water, regardless of size, no building shall be built nearer than seventy-five (75) feet from the property line adjacent to the water. The maximum height shall be two stories, but not to exceed thirty-five (35) feet per dwelling from the first floor elevation, which is measured from the highest point of the virgin soil. Height of any accessory building shall not exceed twenty-five (25) feet. Provided however, as to any Tract, the Architectural Control Committee may waive or alter any such setback line or height restriction, if the Committee, in its sole discretion determines that such waiver, or alteration is necessary to permit effective utilization of a Tract. Any such waiver or alteration must be in writing and recorded in the Deed of Records of Henderson County, Texas. All dwellings placed on Lots within the Subdivision must be equipped with septic tank or other sewage disposal system meeting all applicable laws, rules, standards and specifications, and all such dwellings must be served with water and electricity. It shall be the Owner's responsibility to obtain the necessary permits and requirements from the proper governmental authority before construction of the sewage disposal system.

3.04. Use of Temporary Structures. Except as set forth below, no structure of a temporary character, whether basement, shack, garage, barn, recreational vehicle, camper or other outbuilding shall be maintained or used on any Tract at any time as a residence, either temporarily or permanently. Notwithstanding, the Developer reserves the exclusive right to erect, place and maintain such facilities in or upon any portion of the subdivision as in its sole discretion may be necessary or convenient while selling Tracts. Occupied, self-contained and non-self-contained campers or recreational vehicles will be permitted on the property so long as such campers or recreational vehicles are on the property no longer than seven (7) consecutive day and no longer than fourteen (14) total days out of a thirty (30) day period. All non-self-contained campers must have some type of chemical toilet.

3.05. Walls, Fences and Mailboxes. Walls, fences and gates if any, must be approved prior to construction by the Architectural Control Committee. No fence shall be closer to the Front Property Line than the front line of the house on all Lots less than two (2) acres in size. On all Lots, except for water front lots, regardless of size, the fences must be constructed of game fencing, wood, metal pipe, masonry, masonry veneer, wrought iron, coated chain link, PVC and/or vinyl rail, or a combination thereof. On all Lots, one hundred (100) feet of the side fencing, beginning where the side fencing joins the front fence, must be constructed of the same material as the front fence. All wooden fences (except cedar and redwood) must be painted or stained in a color approved by the Architectural Control Committee. All walls and fences, if any, constructed on waterfront Lots must be constructed of wrought iron or wrought iron and masonry. All fencing on waterfront Lots shall be a minimum of four (4) feet in height and a maximum of six (6) feet in height. All other fencing shall be a minimum of four (4) feet in height and a maximum of ten (10) feet in height. All gates that front a road must be of a decorative nature and be constructed of steel. Standard aluminum ranch gates are not permitted. Privacy fencing may be allowed on non-perimeter fencing, around the house area, at the sole discretion of the Association. All fences must be maintained to the satisfaction of the Board of Directors of the Association. Fencing may be constructed in the easements surrounding the lake, however, the Association shall have the right to remove such fencing, at the owner's expense, if the Association needs access across the easement. Additionally, the Association shall have no obligation to replace such fencing.

All individual mailboxes must be of masonry construction.

3.06. Prohibition of Offensive Activities. No Activity, whether for profit or not, shall be conducted on any Tract which is not related to single family residential purposes, unless said activity meets the following criteria: (a) no additional exterior sign of activity is present, (b) no additional traffic, that would not be there normally, is created, (c) nothing dangerous is present and (d) the activity does not constitute a nuisance or annoyance. Nothing herein shall prevent a home office so long as the requirements of (a), (b), (c) and (d) above are met. Further, this restriction is waived in regard to the customary sales activities required to sell homes in the Subdivision. The Association shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance.

3.07. Garbage and Propane Storage. Garbage and trash or other refuse accumulated in this subdivision shall not be permitted to be dumped at any place upon adjoining land where a nuisance to any residence of this subdivision is or may be created. No Tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be allowed to accumulate, shall be kept in sanitary containers and shall be disposed of regularly. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and out of sight from public roadways, except on pickup days. Propane tanks must not be visible from the road, and screened with vegetation and/or privacy fencing as approved by the Architectural Control Committee.

3.08. Unightly Articles, Junked Motor Vehicles Prohibited Except as set forth in Paragraph 3.04, no campers, recreational vehicles, boats, trailers, graders, trucks other than pickups, tractors, wagons, busses, motorcycles, motor scooters or garden maintenance equipment may be kept on property unless such items are placed in an approved enclosed structure and kept in a clean and tidy manner. No maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. No vehicle may be parked in excess of seventy-two (72) hours on any roadway within the Property.

No article deemed to be unsightly by the Architectural Control Committee shall be permitted to remain on any Lot. Service area, storage area, loading area, compost piles and facilities for hanging, drying or rinsing clothing or household fabrics shall be appropriately screened from view from public or private thoroughfares, the lake and adjacent properties and no lumber, grass, plant, waste, shrub or tree clippings, metals, bulk materials, scrap or refuse shall be kept, stored or allowed to accumulate on any portion of the Owner(s) Tract. No junk, abandoned or unregistered vehicles

and no vehicles without current inspections shall be allowed on any Lot. Tractor trailer rigs and/or trailers and trucks with more than ten (10) wheels may not be parked or kept on the property or in the subdivision.

3.09. Signs. No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any Tract without the consent in writing of the Architectural Control Committee. The Architectural Control Committee shall allow one (1) professionally made sign not more than twenty-four inches (24") by thirty-six inches (36") advertising the Owner's Tract for sale or rent after such home has been built, and one (1) professionally made sign, not more than twelve inches (12") by twenty-four inches (24") identifying the Tract owner's name or names. The term "professionally made sign" does not include store bought pre-made "for sale" or "for rent" signs. Notwithstanding, builders may place a pre-approved sign that does not exceed four (4) feet by eight (8) feet advertising a model home on the tract. Except as it applies to Developer, no sign shall be nailed to a tree or placed within twenty-five (25) feet from any Lot line and all signs must be properly maintained. Developer or any member of the Association or Architectural Control Committee shall have the right to remove such sign, advertisement, billboard or structure which is placed on any Tract in violation of these restrictions, and in doing so, shall not be liable, and are hereby expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal.

3.10. Animal Husbandry. No livestock, poultry or large animal of any kind may be kept on any tract; however, on tracts two acres or larger, animals being raised for 4-H or FFA school sponsored programs, excluding poultry, pigs or hogs, may be raised, bred or kept. All animals being raised by individual tract owners must be kept in a fenced area on the Owner's Tract. Dogs must be kept in a kennel, dog run, or fenced in area that confines said dog(s) to that area, however, no breeding or other for-profit dog operation shall be allowed. Dogs will not be permitted to run loose and must be vaccinated for rabies according to State Law once a year and registered with Henderson County once a year. Wildlife existing on or placed on the property shall have the right to roam freely on the property unless a Lot owner fences such animal out, in accordance with Paragraph 3.05.

3.11. Mineral Development. No commercial oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Tract and no derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained or permitted upon any Tract.

3.12. Drainage. Natural established drainage patterns of streets, tracts or roadway ditches will not be impaired by any person or persons. No creeks or natural drainage areas may be dammed, or water therefore improved, diverted or used for any purpose without the prior written consent of the Architectural Control Committee. Driveway culverts must be installed and must be of sufficient size to afford proper drainage of ditches without backing water up into ditch or diverting flow. Drainage culvert installation must meet County requirements. All 100-year flood plains are to be considered Drainage Easements.

3.13. Antennas/Solar Panels. Antennas of any kind shall not exceed ten (10) feet above the roof of the dwelling or accessory building. No solar panels, satellite dishes or similar apparatus shall be placed on any dwelling in such a way that panel/apparatus is visible from the street. Ground satellite dishes shall not be erected, installed or placed on property without the prior written approval of the Architectural Control Committee and such dishes shall be screened from the view of the road. Nothing herein shall be constructed to conflict with the latest rules and regulations set forth by the Federal Communications Commission.

3.14. Resubdivision (amended March 10, 2005). Except as it applies to the Veterans Land Board, no tract shall be resubdivided or split unless otherwise permitted in the restrictions. These restrictions, however, specifically allow the Declarant/Developer to divide, subdivide, realign and resubdivide any unsold and platted tract in the Development as it deems necessary in its sole discretion for the continued development of the Subdivision until the Control Transfer Date. A Lot or tract may be resubdivided if that lot or tract will be combined with two or more adjoining lots or tracts to form a larger resulting lots or tracts.

3.15. Driveways. The first One Hundred (100) feet of all driveways up to the garage must be surfaced with concrete, concrete pavers, asphalt, two (2) course chip and seal, or a combination thereof. Driveways must be surfaced upon completion of the main dwelling.

3.16. Timber and Landscape. No Lot owner shall cut or clear any trees which are ten (10) inches in diameter measured at four (4) feet from the ground without the written approval of the

Architectural Control Committee. The Architectural Control Committee shall allow any lot owner to clear the trees located on the area where the house and other improvements will be placed. Before cutting or clearing trees, all Lot owners must employ an Association approved forestry or timber service to assist them in maintaining, growing and harvesting timber on the Lots.

The Association and Committee encourage the use of natural landscaping and landscaping environmentally healthy for wildlife.

3.17 Hunting. Except as set forth in Paragraph 9.13, no hunting is allowed in the subdivision; no discharge of handguns, rifles, shotguns or other firearms, pellet or air guns, bows or cross bows, or other weapons are allowed.

3.18. Existing Buildings. All improvements existing on the property on the date of the recording of these Restrictions shall be considered in compliance with these restrictions. However, all future building, demolition and all exterior alterations and additions must be approved by the Architectural Control Committee and must comply in all respects with all sections of these Restrictions, as written.

3.19. Aerobic Septic Systems. All Lots adjacent to any body of water shall utilize aerobic septic systems. Such systems shall be placed on the front half of the Lot, away from the water.

3.20. Retaining Walls and Dredging. No Lot owner shall build a retaining wall along any body of water without the express written permission of the Association. Further, no Lot owner shall dredge any portion of any Lake without the express written permission of the Association.

3.21. Burning. No open fires shall be allowed in the subdivision unless such fires comply with all County and/or City rules and regulations.

3.22. Water Wells. (Amended Sept. 16, 2015) Private water wells may be drilled on any Lot for agricultural or livestock use only. The property owner is responsible for obtaining all regulatory permits required for the well. The property owner must obtain approval from the ACC for the location and appearance of all above-ground equipment associated with the well.

In the event of the failure of Owner to comply with the above requirements after ten (10) days written notice thereof, the Association or their designated agents may, without liability to the Owner, Contractor or any occupants of the Tract in trespass or otherwise, enter upon (and/or authorize one or more others to enter upon) said Tract, and do any other thing necessary to secure compliance with this Declaration. Payment for the charges shall be payable on the first day of the next calendar month.

SECTION IV **COMMON AREAS**

4.01. Lake Rules and Regulations. The Lot owner shall comply with all Rules and Regulations adopted by the Association with regard to any lake.

4.02. Piers. Owners of lots adjacent to the Lake may erect piers into the Lake, with the approval of the Architectural Control Committee. Such piers shall be no more than three hundred (300) square feet in size, excluding all walkways less than four feet wide. No pier, including the walkway, shall extend more than fifty (50) feet from the average water level line of the lake into the water. No pier shall be more than one story and all piers must be maintained to the satisfaction of the Association. Lots 75, 101, and 103 are specifically excluded from this section in that such lots are NOT considered to be adjacent to any lake at the development.

4.03. Irrigation. Those lots adjacent to the Lake shall be allowed to use the water from the lake for irrigation purposes so long as such irrigation does not materially affect the level of the lake and is in compliance with all states, county and environmental regulations. Only electric pumps shall be allowed for such irrigation purposes. The Board of Directors of the Association have sole discretion on the determining if such irrigation materially affects the lake level.

4.04. Maintenance Easement. Developer reserves a Maintenance Easement, thirty (30) feet in width along the shoreline of the lake, along with an Access Easement across any and all lots for ingress and egress to such Maintenance Easement. This easement shall be used by Developer and/or its assigns as needed to maintain, repair or preserve the lake and all surrounding vegetation and wildlife.

4.05. Easement. Developer reserves a Maintenance Easement, fifty (50) feet in width along the Property Line of the Subdivision, along with an Access Easement across any and all Lots for

ingress and egress to such Maintenance Easement This Maintenance Easement shall be used by Developer and/or its assigns as needed to maintain, repair or rebuild the game fence or boundary fence. The game fence and exterior fence shall at all times belong to Developer, its successors or assigns. No Lot owner shall remove such fence without the express written consent of the Developer, its successors or assigns. Any damage occurring to the fence shall be reported immediately to Developer, its successors or assigns.

4.06. Guard Station. Developer may place a guard station at the entrance of the Subdivision. This guard station, if any, shall be conveyed to the Property Owners Association and shall be manned by employees, agents or contract labor hired by the Property Owners Association. The Developer makes no representations that it will place a guard at the station.

4.07. Animals. At the time these restrictions are written, several species of exotic and indigenous animals are located on the Property. Developer reserves the right to remove, cull, or transplant animals.

SECTION V

ARCHITECTURAL CONTROL COMMITTEE

5.01. Basic Control.

5.01.1. No building or other improvements of any character shall be erected or placed, or the erection or placing thereof commenced or changes made in the design or exterior appearance thereof; or any addition or exterior alteration made thereto after original construction, or demolition or destruction by voluntary action made thereto after original constructed, on any Tract in the subdivision until the obtaining of the necessary approval (as hereinafter provided) from the Committee of the construction plans and specification for the construction or alteration of such improvements or demolition or destruction of existing improvements by voluntary action. Approval shall be granted or withheld based on matters of compliance with the provisions of this instrument and other rules and regulations instituted by the Architectural Control Committee.

5.01.2. Each application made to the Committee, or to the Developer, shall be accompanied by two sets of plans and specifications, one set of which shall be retained by the Committee, for all proposed construction (initial or alteration) to be done on such Tract, including plot plans showing location on the tract.

5.02. Architectural Control Committee.

5.02.1. The authority to grant or withhold architectural control approval as referred to above is initially vested in the Developer; provided, however, the authority of the Developer shall cease and terminate upon the appointment of the Architectural Control Committee of the Association (sometimes herein referred to as the "Committee"), in which event such authority shall be vested in and exercised by the Committee, hereinafter referred to, except as to plans and specifications and plot plans theretofore submitted to the Developer which shall continue to exercise such authority over all such plans, specifications and plot plans. The term "Committee," as used in this Declaration, shall mean or refer to the Developer or to the SAFARI WATERS RANCH ARCHITECTURAL CONTROL COMMITTEE composed of members of the Association, as applicable.

5.02.2. On or after such time (as shall be solely determined by Developer) ninety-percent (90%) of all of the Lots in all phases of the Subdivision, including those Lots to be platted in all unplatted (whether annexed or declared to be annexed), areas owned by Developer, are conveyed by Developer (from time to time hereafter referred to as the "Control Transfer Date"), the Developer shall cause an instrument transferring control to the Association to be placed of record in the Official Public Records of Henderson County, Texas (the effective Control Transfer Date shall be the date of its recording) The first Board of Directors of the SAFARI WATERS RANCH PROPERTY OWNERS ASSOCIATION, which Board shall be appointed by developer, shall be the Architectural Control Committee who shall serve until the next succeeding annual meeting following the Control Transfer Date. From and after the Control Transfer Date, each member of the Committee must be an Owner of Property in some phase of the SAFARI WATERS RANCH subdivision. Additionally, the Developer shall have the right to discontinue the exercise of Architectural Control privileges and arrange for the transfer to the Association at any time prior to the Control Transfer Date by filing a statement and instrument to that effect in the Official Public Records of Henderson County, Texas.

5.03. Effect of Inaction. Approval or disapproval as to architectural control matters, as set forth in the preceding provisions of this Declaration shall be in writing. In the event that the authority exercising the prerogative of approval or disapproval (whether the Developer or the Committee) fails to approve or disapprove in writing any plans and specifications and plot plans received by it in compliance with the preceding provisions within thirty (30) days following such submissions, such plans and specifications and plot plan shall be deemed approved and the construction of any such building and other improvements may be commenced and proceeded with in compliance with all such plans and specifications and plot plan and all of the other terms and provisions hereof

5.04. Effect of Approval. The granting of the aforesaid approval (whether in writing or by lapse of time) shall constitute only an expression of opinion by the Committee that the terms and provisions hereof shall be complied with if the building and/or other improvements are erected in accordance with said plans and specifications and plot plan; and such approval shall not constitute any nature of waiver or estoppel either as to the persons expressing such approval or any other person in the event that such building and/or improvements are not constructed in accordance with such plans and specifications and plot plan, but, nevertheless, fail to comply with the provisions hereof. Further, no person exercising any prerogative of approval or disapproval shall incur any liability by reasons of the good faith exercise thereof.

5.04.1. The approval of your house plans by the Architectural Control Committee means that the plans are in compliance with the applicable Sections found in these Declaration of Covenants, Conditions and Restrictions of the Subdivision, and any supplements or amendments to the Declaration of Covenants, Conditions and Restrictions or that such plans are in compliance with the Architectural Guidelines as set forth in the of Covenants, Conditions and Restrictions *i. e.* the location of the house is within the prescribed setbacks, square footage requirements, masonry requirements, etc.

5.04.2. The Architectural Control Committee assumes no responsibility for the construction, the design or the structural integrity of your home construction or for the type of residence constructed. The Architectural Control Committee has not reviewed your plans to determine anything other than the guidelines as set forth in the Covenants, Conditions and Restrictions.

5.04.3. It is the complete responsibility of the Lot Owner and/or the Home Builder to ensure structural reliability of the home, proper construction and proper design. It is highly recommended that you determine the type of soil present on your Lot by conducting a Geotechnical Study (Soil Test) on your Lot prior to construction by a professional engineer. It is also recommended that a licensed structural engineer should design your slab or foundation prior to construction. A licensed architect is recommended for the proper design and construction of your home. The approval supplied by the Architectural Control Committee is not a substitute for the use of qualified professionals to assist you in the construction of your home.

5.05. Variance. The Developer or, if applicable, the Committee, may, on a case by case basis, authorize variances from compliance with any of the provisions of either (i) this Declaration, or (ii) the minimum acceptable construction standards or regulations and requirements as promulgated from time to time by the Developer or the Committee. Notwithstanding, after the Control Transfer Date, both the Developer and the Architectural Control Committee shall have the right to grant a variance from the Building setback line restrictions. Either party may grant this variance, as it determines in its sole discretion is needed, without the consent of the other. Such variances must be evidenced in writing and shall become effective when signed by the Developer or by at least a majority of the members of the Committee. If any such variances are granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall the granting of any variance effect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned and the Plat.

SECTION VI SAFARI WATERS RANCH PROPERTY OWNERS ASSOCIATION

6.01. Membership. Every person or entity who is a record owner of any Tract, which is subject to the Maintenance Charge (or could be following the withdrawal of an exemption therefrom) and other assessments provided herein, shall be a "Member" of the Association. The foregoing is not

intended to include persons or entities that hold an interest merely as security for the performance of an obligation, Submembers (as defined in Paragraph 6.02) or those having only an interest in the mineral estate. No Owner shall have more than one (1) membership for each Tract owned by such Member. Membership shall be appurtenant to and may not be separated from the ownership of the Tracts. Regardless of the number of persons who may own a Tract (such as husband and wife, or joint tenants, etc.) there shall be but one (1) membership for each Tract. Additionally, the Directors of the Association must be Members of the Association (as more particularly described in the By-laws). Ownership of the Tracts shall be the sole qualification for membership. These restrictive covenants will not be construed as to assess the Veterans Land Board or the State of Texas. Any assessments are the personal obligation of the Veteran Land Board Purchaser, his successors, heirs and assigns. Any lien imposed by the restrictive covenants does not affect the Veterans Land Board's interest in the Tract or Lot.

6.02. Optional Membership (Submembership). Every person or entity who is a record owner of any Tract in CHAMPION RANCH formerly known as SAFARI FARMS, a subdivision located in Henderson County, the plat of which is recorded in Cabinet E, Slide 165 and 166 of the Henderson County Map and Plat Records, shall have the right and option of becoming a "Submember" of the SAFARI WATERS RANCH PROPERTY OWNERS ASSOCIATION by paying a maintenance charge equal to the maintenance charge on one (1) non-waterfront Lot in SAFARI WATERS RANCH. Regardless of the number of persons who may own a Tract, there shall be but one (1) membership and one (1) membership only for each Tract. A Submember shall have the right to use and enjoy the Common Areas, subject to such Submember complying with all Bylaws, rules and regulations established by the Association. Conversely, each and every Lot owner in SAFARI WATERS RANCH shall have the right to become a "Submember" of CHAMPION RANCH so long as that Lot owner complies with the Declarations of CHAMPION RANCH and the rules and regulations established by the CHAMPION RANCH PROPERTY OWNERS ASSOCIATION.

6.03. Voting Rights (amended March 27, 2009). Each member shall be entitled to one vote for each Lot owned up to a maximum of five votes regardless of the number of Lots owned. When more than one person holds an interest in any Lot, all such persons shall be members of the association but the vote for such Lot shall be exercised as they among themselves determine. In no event shall more than one vote be cast with respect to any Lot. Submembers shall have no voting rights.

6.04. Non-Profit Corporation. SAFARI WATERS RANCH PROPERTY OWNERS ASSOCIATION, INC. a non-profit corporation, has been organized and it shall be governed by the Articles of Incorporation and Bylaws of said Association; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

6.05. Bylaws. The Association has adopted or may adopt whatever Bylaws it may choose to govern the organization or operation of the subdivision and the use and enjoyment of the Tracts and Common Areas, provided that the same are not in conflict with the terms and provisions hereof.

6.06. Owner's Right of Enjoyment. Every Owner shall have a beneficial interest of use and enjoyment in and to the Common Areas and such right shall be appurtenant to and shall pass with the title to every assessed Tract, subject to the following provisions:

6.06.1. The right of the Association, with respect to the Common Areas, to limit the number of guests of Owners.

6.06.2. The right of the Association, in accordance with its Articles and Bylaws (and until 90% of all tracts in the subdivision are sold, subject to the prior written approval of the Developer), to (i) borrow money for the purpose of improving and maintaining the Common Areas and facilities (including borrowing from the Developer or any entity affiliated with the Developer) and (ii) mortgage said property, however, the rights of such mortgagee of said property shall be subordinate to the rights of the Owners hereunder.

6.06.3. The right of the Association to suspend the Member's voting rights and the Member's and Member's Guests' right to use any recreational facilities within the Common Areas during any period in which the Maintenance Charge or any assessment against his Tract remains unpaid.

6.06.4. The right of the Association to suspend the Member's voting rights and the Member's and Member's Guests' right to use any recreational facilities within the Common Area, after notice and hearing by the Board of Directors, for the infraction or violation by such Member or Member's Guests of this Declaration or the Rules and Regulations, as

hereinafter defined, which suspension shall continue for the duration of such infraction or violation, plus a period not to exceed sixty (60) days following the cessation or curing of such infraction or violation.

SECTION VII MAINTENANCE FUND

7.01. **Maintenance Fund Obligation.** Each owner of a tract by acceptance of a deed therefore, whether or not shall be expressed in any such deed or other conveyance, is deemed to covenant and agrees to pay to the Association an annual maintenance charge (the Maintenance Charge), and any other assessments or charges hereby levied. The Maintenance Charge and any other assessments or charges hereby levied, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Tracts and shall be a continuing lien upon the property against which each such Maintenance Charge and other charges and assessments are made.

7.02. **Basis of the Maintenance Charge.**

7.02.1 (amended Sept. 16, 2015). The Maintenance Charge referred to shall be used to create a fund to be known as the "Maintenance Fund", which shall be used as herein provided; and each such Maintenance Charge (except as otherwise hereinafter provided) shall be paid by the Owner of each Tract (or residential building site) to the Association. The Maintenance Charge for the year of purchase shall be pro-rated at closing and then shall be paid annually, in advance, on or before the first day of the first month of each calendar year. Provided, however if such owner owns more than one tract in the subdivision as of March 27, 2009, such Owner shall pay only twice the assessment of one (1) tract no matter how many tracts are owned by such owner as of March 27, 2009. An owner shall be obligated to pay the assessed Maintenance Charge for each Lot or Tract for which title was vested in such Owner after March 27, 2009, regardless of the number of Lots or Tracts owned by said Owner. For purposes of this Section, the date title is vested in the Owner shall be the date the Deed evidencing title is filed with the office of the Henderson County Clerk. Following the date this Second Amendment is filed with the office of the Henderson County Clerk, the combination of two or more Tracts into a Composite Building Site pursuant to Section 3.02 herein, shall not relieve the Owner thereof from paying the assessed Maintenance Charge for each Tract in existence prior to the combination into a Composite Building Site. With respect to those Composite Building Sites, recorded prior the date this Second Amendment is filed, said Composite Building Site shall be considered for purposes of assessing a Maintenance Charge as one Tract and shall only be charged one Maintenance Charge.

7.02.2. Any Maintenance Charge not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) the rate of eighteen percent (18%) per annum or (ii) the maximum rate permitted by law. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the hereinafter described lien against the owner's tract. No owner may waive or otherwise escape liability for the Maintenance Charge by non-use of any Common Areas or recreational facilities available for use by owners of the subdivision or by the abandonment of his Tract.

7.02.3. The initial amount of the Maintenance Charge applicable to each Tract will be determined by the Developer. All other matters relating to the Maintenance Charge and the collection, expenditures and administration of the Maintenance Fund shall be determined by the Developer or the Board of Directors of the Association, subject to the provisions hereof.

7.02.4. (Amended Sept. 27, 2016) The Association shall have the further right at any time, with 51% vote of all Members, to adjust or alter said Maintenance Charge from year to year as it deems proper to meet the reasonable operating expenses and reserve requirements of the Association in order for the Association to carry out its duties hereunder.

7.02.5. In addition to the Maintenance Charge, the Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied against all Lots and may be enforced in the same manner and the Maintenance Charge

7.03. **Creation of Lien and Personal Obligation.** In order to secure the payment of the Maintenance Charge, and other charges and assessments hereby levied, each Owner of a Tract in the subdivision, by such party's acceptance of a deed thereto, hereby grants to the Association a contractual lien on such Tract which may be foreclosed on by non-judicial foreclosure and pursuant

to the provisions of Chapters 51 and 209 of the Texas Property Code (and any successor statute); and each such owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with non-judicial foreclosure pursuant to the provisions of said Chapters 51 and 209 of the Texas Property Code and said power of sale, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of written instrument executed by the President or any Vice-President of the Association and filed for record in the Official Public Records of Henderson County, Texas. In the event that the Association has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of said Chapters 51 and 209 of the Texas Property Code and to exercise the power of sale hereby granted, the Association, or the Association's agent, shall give notice of foreclosure sale as provided by the Texas Property Code as then amended. Upon request by Association, Trustee shall give any further notice of foreclosure sale as may be required by the Texas Property Code as then amended, and shall convey such Tract to the highest bidder for cash by a Trustee's Deed. Out of the proceeds of such sale, if any, there shall first be paid all expenses incurred by the Association in connection with such default, including reasonable attorney's fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount in default; and third, the remaining balance shall be paid to such Owner. Following any such foreclosure, each occupant of any such Tract foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action of forcible detainer and the issuance of a writ of restitution thereunder.

In the event of non-payment by any Owner of any Maintenance Charge or other charge or assessment levied hereunder, the Association may, in addition to foreclosing the lien hereby retained, and exercising the remedies provided herein, upon ten (10) days prior written notice thereof to such nonpaying Owner, exercise all other rights and remedies available at law or in equity.

It is the intent of the provisions of this Paragraph 7.03 to comply with the provisions of said Chapters 51 and 209 of the Texas Property Code relating to non-judicial sales by power of sale and, in the event of the amendment of said Chapters 51 and 209 of the Texas Property code hereafter, the President or any Vice-President of the Association, acting without joinder of any other Owner or mortgagee or other person may, by amendment to this Declaration filed in the Official Public Records of Henderson County, Texas, amend the provisions hereof so as to comply with said amendments to Chapters 51 and 209 of the Texas Property Code.

7.04. Notice of Lien. In addition to the right of the Association to enforce the Maintenance Charge or other charge or assessment levied hereunder, the Association may file a claim or lien against the Tract of the delinquent Owner by recording a notice ("Notice of Lien") setting forth (a) the amount of the claim of delinquency, (b) the interest thereon, (c) the costs of collection which have accrued thereon, (d) the legal description and street address of the Tract against which the lien is claimed and (e) the name of the Owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall continue until the amounts secured thereby and all subsequently accruing amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien have been fully paid or satisfied, the Association shall execute and record a notice releasing the lien upon payment by the Owner of a reasonable fee as fixed by the Board of Directors to cover the preparation and recordation of such release of lien instrument.

7.05. Liens Subordinate to Mortgages. The lien described in Paragraph 7.03 hereof shall be deemed subordinate to a first lien granted by Developer on the Property or any part thereof to any lender and to each and every lien of Developer, any bank, insurance company, savings and loan association, university, pension and profit sharing trust or plans, or any other third party lender, which may have heretofore or may hereafter lend money or extended credit in good faith for the acquisition or improvement of the Property or any part thereof, including without limitation, any one or more Tract(s), and any renewal, extension, rearrangement or refinancing of such acquisition or improvement costs. The lien described in Paragraph 7.03 hereof shall further be deemed subordinate to any home equity loan. Each such lienholder who obtains title to any portion of the Property encumbered by its lien pursuant to the remedies provided in the deed of trust or mortgage granting the lien or by judicial foreclosure of the lien shall take title to said Property free and clear of any claims for unpaid Maintenance Charges or other charges of assessments against such Property which accrued prior to the time such holder acquired title to such Property. No such sale or transfer shall relieve such holder from liability for any Maintenance Charge or other charges or assessments accruing thereafter or from the lien described in Paragraph 7.03 hereof on account thereof. Any other

sale or transfer of the Property shall not affect the Associations lien for Maintenance Charges or other charges or assessments. The Association shall make a good faith effort to give each such lienholder having a lien on any portion of the Property to be foreclosed sixty (60) days advance written notice of the Associations proposed foreclosure of the lien described in Paragraph 7.03 hereof, which notice shall be sent to the nearest office of such mortgagee by prepaid United States registered or Certified mail, return receipt requested, and shall contain a statement of delinquent Maintenance Charges or other charges or assessments upon which the proposed action is based, provided, however, the Associations failure to give such notice shall not invalidate any foreclosure conducted by the Association pursuant to the provisions of this Section VII.

7.06. Purpose of the Maintenance Charges. The maintenance charge levied by the Developer or the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Owners of the subdivision which hereafter may become subject to the jurisdiction of the Association. In particular, the Maintenance Charge shall be used for any improvement or services in furtherance of these purposes and the performance of the Association's duties described in Section IX, including the maintenance of any Common Areas, roads, any Drainage Easements and the establishment and maintenance of a reserve fund for maintenance of any Common Areas. The Maintenance Fund may be expended by the Developer or the Association for any purposes which, in the judgment of the Association, will tend to maintain the property values in the subdivision, including, but not limited to, providing funds for the actual cost to the Association of all taxes, insurance, repairs, energy charges, replacement and maintenance of the Common Area and roads as may from time to time be authorized by the Association. Except for the Association's use of the Maintenance Charge to perform its duties described in this Declaration and in the Bylaws, the use of the Maintenance Charge for any of these purposes is permissive and not mandatory. It is understood that the judgment of the Association as to the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

7.07. Handling of Maintenance Charges The collection and management of the Maintenance Charge or other charge or assessment levied hereunder, shall be performed by the Developer, or management Company hired for the Association by Developer, until the Control Transfer Date, at which time the Developer shall deliver to the Association all funds on hand together with all books and records of receipt and disbursements. The Developer and, upon transfer, the Association, shall maintain separate special accounts for these funds, and Owners shall be provided at least annually information on the Maintenance Fund.

7.08. Exempt Property. The following property shall be exempt from the Maintenance Charge and all other charges and assessments created herein:

7.08.1. All properties dedicated to and accepted by a local public authority; and

7.08.2. All Common Areas; and

7.08.3. All properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas; and

7.08.4. All Property owned by Developer.

SECTION VIII DEVELOPER'S RIGHTS RESERVATIONS

8.01. Period of Developer's Rights and Reservations. Developer shall have, retain and reserve certain rights as set forth in this declaration with respect to the Association and the Common Area from the date hereof, until the earlier to occur of (i) the Control Transfer Date or (ii) Developer's written notice to the Association of Developer's termination of the rights described in Section VI hereof. The rights and reservations hereinafter set forth shall be deemed accepted and reserved in each conveyance of a Tract by Developer to an Owner whether or not specifically stated therein and in each deed or other instrument by which any property within the Common Area is conveyed by Developer. The rights, reservations and easements hereafter set forth shall be prior and superior to any other provisions of this Declaration and may not, without Developer's prior written consent, be modified, amended, rescinded or affected by any amendment of this Declaration. Developer's consent to any one such amendment shall not be construed as a consent to any other or subsequent amendment.

8.02. Right to Construct Additional Improvements in Common Area. Developer shall have and hereby reserves the right (without the consent of any other Owner), but shall not be obligated to construct additional improvements within the common Area at any time and from time to time in accordance with this Declaration for the improvement and enhancement thereof and for the benefit of the Association and Owners, so long as such construction does not directly result in the increase of such Maintenance Charge. Developer shall, on or before the Control Transfer Date,

convey or transfer such improvements to the Association and the Association shall be obligated to accept title to care for and maintain the same as elsewhere provided in this Declaration.

8.03. Developer's Rights to Use Common Areas in Promotion and Marketing of the Property. Developer shall have and hereby reserves the right to use of the Common Area and of services offered by the Association in connection with the promotion and marketing of land within the boundaries of the Property. Without limiting the generality of the foregoing, Developer may erect and maintain on any part of the Common Area such signs, temporary buildings and other structures as Developer may reasonably deem necessary or proper in connection with the promotion, development and marketing of land within the Property, may use vehicles and equipment within the Common Area for promotional purposes; and may permit prospective purchasers of property within the boundaries of the Property, who are not Owners or Members of the Association, to use the Common Area at reasonable times and in reasonable numbers; and may refer to the services offered by the Association in connection with the development, promotion and marketing of the property.

8.04. Developer's Rights to Grant and Create Easements. Developer shall have and hereby reserves the right, without the consent of any other Owners or the Association, to grant or create temporary or permanent easements, for access, utilities, pipeline easement, cable television systems, communication and security systems, drainage, water and other purposes incidental to development, sale, operation and maintenance of the Subdivision, located in, on, under, over and across (i) the Tracts or other property owned by Developer, (ii) the Common Area, and (iii) existing Utility Easements. Developer also reserves the right, without the consent of any other Owner or the Association, to grant or create temporary or permanent easements for access over and across the streets and roads within the subdivision, and for any other such reason as the Developer deems necessary in its own discretion, to promote and develop the Subdivision.

8.05. Developer's Rights to Convey Additional Common Area to the Association. Developer shall have and hereby reserves the right, but shall not be obligated to, convey additional real property and improvements thereon, if any, to the Association as Common Area at any time and from time to time in accordance with this Declaration, without the consent of any other Owner or the Association.

8.06. Annexation of Annexable Area. Additional property outside of the subdivision, may, at any time and from time to time, be annexed by Developer into the real property which becomes subject to the jurisdiction and benefit of the Association, without the consent of the Owners or any other party.

SECTION IX

DUTIES AND POWERS OF THE PROPERTY OWNERS ASSOCIATION

9.01. General Duties and Powers of the Association. The Association has been formed to further the common interest of the Members. The Association, acting through the Board of Directors or through persons to whom the Board of Directors has delegated such powers (and subject to the provisions of the Bylaws), shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interest of the members, to maintain, improve and enhance the Common Areas and to improve and enhance the attractiveness, desirability and safety of the Subdivision. The Association shall have the authority to act as the agent to enter into any and all contracts on behalf of the Members in order to carry out the duties, powers and obligations of the Association as set forth in this Declaration.

9.02. Duty to Accept the Property and Facilities Transferred by Developer. The Association shall accept title to any property, including any improvements thereon and personal property transferred to the Association by Developer, and equipment related thereto, together with the responsibility to perform any and all administrative functions and recreation functions associated therewith (collectively herein referred to as "Functions"), provided that such property and Functions are not inconsistent with the terms of this Declaration. Property interests transferred to the Association by Developer may include fee simple title, easements, leasehold interests and licenses to use such property. Any property or interest in property transferred to the Association by Developer shall, except to the extent otherwise specifically approved by resolution of the Board of Directors, be transferred to the Association free and clear of all liens and mortgages (other than the lien for property taxes and assessments not then due and payable), but shall be subject to the terms of this Declaration, the terms of any declaration of covenants, conditions and restrictions annexing such property to the Common Area, and all easements, covenants, conditions, restrictions and equitable servitude or other encumbrances which do not materially affect the Owners authorized to use such property. Except as otherwise specifically approved by resolution of the Board of Directors, no

property or interest in property transferred to the Association by the Developer shall impose upon the Association any obligation to make monetary payments to Developer or any affiliate of Developer including, but not limited to, any purchase price, rent, charge or fee.

9.03. Duty to Manage and Care for the Common Area. The Association shall manage, operate, care for, maintain and repair all Common Areas and entrances and keep the same in a safe, attractive and desirable condition for the use and enjoyment of the Members. Further, the Association shall pay for electrical services and for all other costs and expenses necessary to operate and maintain any lighting within street right-of-ways and Common Areas.

9.04. Other Insurance Bonds. The Association shall maintain a general liability insurance policy covering all common areas in an amount determined adequate by the Board of Directors. The Association shall obtain such other insurance as may be required by law, including worker's compensation insurance, and shall have the power to obtain such other insurance and such fidelity, indemnity or other bonds as the Association shall deem necessary or desirable.

9.05. Duty to Prepare Budgets. The Association shall prepare budgets for the Association, which budgets shall include a reserve fund for the maintenance of all Common Areas, roads and drainage easements.

9.06. Duty to Levy and Collect the Maintenance Charge. The Association shall levy, collect and enforce the Maintenance Charge and other charges and assessments as elsewhere provided in this Declaration.

9.07. Duty to Provide Annual Review. The Association shall provide for an annual unaudited independent review of the accounts of the Association. Copies of the review shall be made available to any Member who requests a copy of the same upon payment by such Member of the reasonable cost of copying the same.

9.08. Duties with Respect to Architectural Approvals. The Association shall perform functions to assist the Committee as elsewhere provided in Section V of this Declaration.

9.09. Power to Acquire Property and Construct Improvements. The Association may acquire property or an interest in property (including leases) for the common benefit of Owners including improvements and personal property. The Association may construct improvements on the Property and may demolish existing improvements.

9.10. Power to Adopt Rules and Regulations. The Association may adopt, amend, repeal and enforce rules and regulations ("Rules and Regulations"), fines, levies and enforcement provisions as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration, the operation of the Association, the use and enjoyment of the Common Areas, and the use of any other property, facilities or improvements owned or operated by the Association.

9.11. Power to Enforce Restrictions and Rules and Regulations. The Association (and any Owner with respect only to the remedies described in (ii) below) shall have the power to enforce the provisions of this Declaration and the Rules and Regulations and shall take such action as the Board of Directors deems necessary or desirable to cause such compliance by each Member and each Member's Guests. Without limiting the generality of the foregoing, the Association shall have the power to enforce the provisions of this Declaration and of Rules and Regulations of the Association by any one or more of the following means (i) By entry upon any property within the subdivision after notice and hearing (unless a bona fide emergency exists in which event this right of entry may be exercised without notice (written or oral) to the Owner in such manner as to avoid any unreasonable or unnecessary interference with the lawful possession, use or enjoyment of the improvements situated thereon by the Owner or any other person), without liability by the Association to the Owner thereof, for the purpose of enforcement of this Declaration or the Rules and Regulations; (ii) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Declaration or the Rules and Regulations; (iii) by exclusion, after notice and hearing, of any Member or Member's Guests from use of any recreational facilities within the Common Areas during and for up to sixty (60) days following any breach of this Declaration or such Rules and Regulations by such Member or any Member's Guests, unless the breach is a continuing breach in which case exclusion shall continue for so long as such breach continues; (iv) by suspension, after notice and hearing, of the voting rights of a Member during and for up to sixty (60) days following any breach by such Member or a Member's Guests of a provision of this Declaration or such Rules and Regulations, unless the breach is a continuing

breach in which case such suspension shall continue for so long as such breach continues; (v) by levying and collecting, after notice and hearing, an assessment against any Member for breach of this Declaration or such Rules and Regulations by such Member or a Member's Guests which assessment reimbursed the Association for the costs incurred by the Association in connection with such breach; (vi) by levying and collecting, after notice and hearing, reasonable and uniformly applied fines and penalties, established in advance in the Rules and Regulations of the Association, from any Member or Member's Guests for breach of this Declaration or such Rules and Regulations by such Member or a Member's Guests; and (vii) by taking action itself to cure or abate such violation and to charge the expenses thereof, if any, to such violating Members, plus attorney's fees incurred by the Association with respect to exercising such remedy.

Before the Board may invoke the remedies provided above, it shall give registered notice of such alleged violation to Owner, and shall afford the Owner a hearing. If, after the hearing, a violation is found to exist, the Board's right to proceed with the listed remedies shall become absolute. Each day a violation continues shall be deemed a separate violation. Failure of the Association, the Developer, or of any Owner to take any action upon any breach or default with respect to any of the foregoing violations shall not be deemed a waiver of their right to take enforcement action thereafter or upon a subsequent breach or default.

9.12. Power to Grant Easements. In addition to any blanket easements described in this Declaration, the Association shall have the power to grant access, utility, drainage, water facility and other such easements in, on, over or under the Common Area.

9.13. Power to Manage Wildlife — Discharge firearms. The Association shall have the sole power to adopt plans duly recommended by the Texas Department of Parks and Wildlife, or its successor or by a wildlife biologist hired by the Association, to manage and/or care for wildlife in the Subdivision. If such a plan includes the harvesting of wildlife, such harvesting shall be administered by the Association under the direction of the Texas Department of Parks and Wildlife or by a wildlife biologist hired by the Association. Except as needed in conjunction with and under the guidelines of this Paragraph 9.13, the discharge or use of firearms is expressly prohibited.

SECTION X GENERAL PROVISIONS

10.01. Term. The provisions hereof shall run with all property in SAFARI WATERS RANCH and shall be binding upon all Owners and all persons claiming under them for a period of forty (40) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by not less than two-thirds (2/3rds) of the Owners (including the Developer) of the Tracts has been recorded agreeing to amend or change, in whole or in part, this Declaration.

10.02. Amendments (amended Sept. 27, 2016). This Declaration may be amended or changed, in whole or in part, at any time by the written agreement or by signed ballots voting for such amendment, of not less than 51% of the Owners of the Subdivision. There shall be one vote per Lot up to a maximum of five votes regardless of the number of Lots owned by an Owner. If the Declaration is amended by a written instrument signed by those Owners entitled to cast not less than 51% of the Owners of the Subdivision, such amendment must be approved by said Owners within three hundred sixty-five (365) days of the date the first Owner executes such amendment. The date an Owner's signature is acknowledged shall constitute prima facia evidence of the date of execution of said amendment by such Owner. Any such amendment shall become effective when an instrument is filed for record in the Official Public Records of Henderson County, Texas, accompanied by a certificate, signed by a majority of the Board of Trustees, stating that the required number of Members (Owners, including the Developer) executed the instrument amending this Declaration or cast a written vote, in person or by proxy, in favor of said amendment at the meeting called for such purpose. Copies of the written ballots pertaining to such amendment shall be retained by the Association for a period of not less than three (3) years after the date of filing of the amendment or termination. The Owners shall not amend this Declaration in such a manner as to increase the priority of the Association's lien for the Maintenance Charge or any other charge or assessment as against any lienholder, without the affirmative unanimous vote to do so of all Owners and lienholders directly affected thereby. Furthermore, no amendment to this Declaration which adversely affects the rights or security interests of any holder of a lien to which the lien described in Paragraph 7.01 and/or 7.03 hereof has been subordinated pursuant to Section 7.05 hereof shall become effective unless and until approved, in writing, by such lienholder. No amendment to this Declaration which adversely affects the rights and privileges of Developer shall become effective unless and until approved, in writing, by Developer and any Mortgagee of Record which is a lender to Developer.

10.03. Amendments by the Developer. The Developer shall have and reserves the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged, and filed for record. Additionally, Developer shall have and reserves the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner of other party, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record for the purpose of permitting the Owners to enjoy the benefits from technological advances, such as security, communications or energy-related devices or equipment which did not exist or were not in common use in residential communities at the time this Declaration was adopted. Likewise, the Developer shall have and reserves the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record for the purpose of prohibiting the use of any device or apparatus developed and/or available for residential or commercial use following the date of this Declaration if the use of such device or apparatus will adversely affect the Association or will adversely affect the property values within the subdivision.

10.04. Severability. Each of the provisions of this Declaration shall be deemed independent and severable and the invalidity of un-enforceability or partial invalidity or partial unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

10.05. Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

10.06. Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners, the Developer and the Association, and their respective heirs, legal representatives, executors, administrators, successors and assigns.

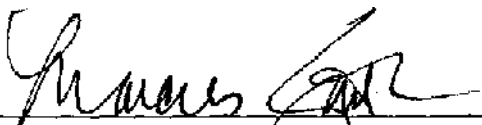
10.07. Effect of Violations on Mortgages. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgagee under any such mortgage, the holder of any such lien or beneficiary of any such deed of trust; and any such mortgage, lien or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

10.08. Terminology. All personal pronouns used in this Declaration and all exhibits attached hereto, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural and vice versa. Title of Sections and Paragraphs are for convenience only and neither limit nor amplify the provisions of this Declaration itself. The terms "herein", "hereof" and similar terms, as used in this instrument, refer to the entire agreement and are not limited to referring only to the specific paragraph, section or article in which such terms appear. All

references in this Declaration to Exhibits shall refer to the Exhibits attached hereto.

IN WITNESS HEREOF, the undersigned, being the Developer herein, has hereunto set its hand of this _____ day of February, 2005

TEXASLAND&LAKES,INC

By: 

Marcus Smith, President

STATE OF TEXAS

COUNTY OF VANZANDT

This instrument was acknowledged before me on the _____ day of February, 2005, by
MARCUS SMITH, President of TEXAS LAND & LAKES, INC., in the capacity therein stated, on behalf of
said



ARLA D. COLLINS
Notary Public
STATE OF TEXAS
My Comm. Exp. 5-29-2006

Arla D. Collins

Notary Public, State of Texas