

**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS OF
THE PRESERVE ON FM 362**

**THE STATE OF TEXAS §
 §
COUNTY OF WALLER §**

This Declaration of Covenants, Conditions, and Restrictions (the "Declaration") is made by The Preserve on FM 362, LLC, a Texas limited liability company (the "Declarant") and is as follows:

RECITALS:

WHEREAS, the Declarant is the owner of that certain real property on FM 362 in Waller County, Texas, consisting of land totaling 142.54 acres, more or less, which is more particularly described in Exhibit A attached hereto.

WHEREAS, Declarant desires to impose upon the Property certain uniform and common covenants, conditions, and restrictions, which are for the purpose of protecting the value, natural beauty, and desirability of the Property in order to carry out a uniform plan for the development, improvement, occupation, and management of the Property, while maintaining the value of each Owner's interests in the Property. Declarant is currently developing the Property as an acreage homesite community called The Preserve on FM 362 or simply "The Preserve." Both of these terms are referred to collectively herein as "The Preserve."

NOW, THEREFORE, Declarant hereby declares that (i) the Property shall be held, sold, conveyed, used, and occupied subject to the following easements, covenants, conditions, and restrictions, and shall constitute covenants running with the land that are binding on all parties having any right, title, or interest in the Property or any part thereof, and on their respective heirs, personal representatives, successors, and assigns, and shall inure to the benefit of each Owner of the Property and the Declarant as set forth herein; and (ii) each contract or deed conveying any portion of the Property shall conclusively be held to have been executed, delivered, and accepted subject to this Declaration, regardless of whether the same is set out in full or by reference in said contract or deed.

**ARTICLE I.
DEFINITIONS**

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified:

"ACC" shall mean the Architectural Control Committee. The ACC will be created by the Declarant.

"Applicable Law" means all statutes, public laws, ordinances, policies, rules, regulations, and orders of all federal, state, county and municipal governments or their agencies having jurisdiction and control over the Preserve, and any other applicable building codes, zoning restrictions, permits and ordinances adopted by a Governmental Entity (defined below), which are

in effect at the time a provision of this Declaration is applied, and pertaining to the subject matter of the Declaration provision. Statutes, ordinances, and regulations specifically referenced in this Declaration are Applicable Law on the effective date of this Declaration and are not intended to apply to the Preserve if they cease to be applicable by operation of law, or if they are replaced or superseded by one or more other statutes or ordinances.

"Association" shall mean and refer to The Property Owners' Association of The Preserve on FM 362, a Texas nonprofit corporation, formed on September 25, 2024, by the filing of the Certificate with the Texas Secretary of State as File No. 805720721, to exercise the authority and assume the powers specified in Articles 3, 4, 5, and elsewhere in this Declaration.

"Board" shall mean the Board of Directors of the Association.

"Bylaws" shall mean the Bylaws of the Association as adopted and as amended from time to time.

"Certificate" shall mean the Certificate of Formation of the Association, filed in the Office of the Secretary of State of Texas, as the same may be amended from time to time.

"Common Area" or "Common Areas" shall mean all real property owned by the Declarant for the common use and benefit of the Owners of the Property, which contain the entrance to the development, roads within the development, easements created by the Declarant on the Property, and community mailboxes. The Common Areas will be deeded to the Association by the Declarant when all Tracts are sold to Owners.

"Declarant" shall mean and refer to The Preserve on FM 362, LLC, a Texas limited liability company, and its successors and assigns. Notwithstanding any provision in this Declaration to the contrary, Declarant may, by Recorded written instrument, assign, in whole or in part, exclusively or non-exclusively, any of its privileges, exemptions, rights, reservations, and duties under this Declaration to any person. Declarant may also, by Recorded written instrument, permit any other person to participate in whole, in part, exclusively or non-exclusively, in any of Declarant's privileges, exemptions, rights, and duties under this Declaration.

"Design Guidelines" means the standards for design and construction of Improvements, landscaping, and exterior items proposed to be placed on any Tract and adopted pursuant to Section 4.05(b) as the same may be amended from time to time. The Design Guidelines may consist of multiple written design guidelines applying to specific portions of the Preserve. The ACC may adopt, and amend from time to time, the Design Guidelines applicable to the Preserve, or any portion thereof. The Design Guidelines may be Recorded as a separate written instrument or may be incorporated into a Notice of Applicability or Preserve Area Declaration by exhibit or otherwise. Until expiration or termination of the Development Period, any amendment or modification to the Design Guidelines must be approved in advance and in writing by the Declarant.

"Development Period" shall mean and refer to the period beginning upon Declarant's purchase of the Property and ending on (i) the date when the total votes outstanding in the Class A members equals or exceeds the total votes outstanding in the Class B members, or (ii) December 31, 2027, whichever occurs first.

"Drive" shall mean and refer to that certain access easement, also known as Evergreen Drive, which connects the Property and all its Tracts to FM 362 and is more particularly described on the attached **EXHIBIT "B"**.

"FM 362" mean and refer to Texas Farm to Market Road Number 362 which runs alongside the Property, including any part of any unpaved easement dedicated to such roadway.

"Governmental Entity" means (a) a public improvement district created pursuant to Chapter 372, Subchapter B of the Texas Local Government Code; (b) a municipal utility district created pursuant to Article XVI, Section 59 of the Constitution of Texas and/or Chapters 49 and 54, Texas Water Code; (c) any other similarly constituted quasi-governmental entity created for the purpose of providing benefits or services to The Preserve; or (d) any other regulatory authority with jurisdiction over The Preserve.

"Improvement" shall mean every structure and all appurtenances of every type and kind, whether temporary or permanent in nature, including without limitation buildings, outbuildings, storage sheds, patios, tennis courts, sport courts, recreational facilities, swimming pools, putting greens, garages, driveways, parking areas and/or facilities, storage buildings, sidewalks, fences, gates, screening walls, retaining walls, stairs, decks, walkways, landscaping, mailboxes, poles, signs, antennae, exterior air conditioning equipment or fixtures, exterior lighting fixtures, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers, and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

"Lot" or "Lots" are used interchangeably with, and have the same meaning as, Tract or Tracts when used herein.

"Maximum Number of Tracts" shall mean the maximum number of Tracts that may be created and made subject to the terms and provisions of this Declaration. The Maximum Number of Tracts for the purpose of this Declaration is nine (9). Until expiration or termination of the Development Period, Declarant may unilaterally increase or decrease the Maximum Number of Tracts by Recorded written instrument.

"Occupant" means any resident, occupant, or tenant of a Tract other than an Owner.

"Owner" or "Owners" shall mean and refer to the Record owner(s), whether one or more persons or entities, of a fee simple title to any Tract out of the Property, including contract sellers, but excluding (i) those having such an interest as security merely for the performance of an obligation, such as lenders, and (ii) in no event shall mean any Occupant.

"Property" shall mean and refer to that certain real property on FM 362 in Waller County, Texas consisting of 142.54 acres, as follows:

BEING A 142.54 ACRE TRACT OF LAND IN THE DUDLEY J WHITE SURVEY ABSTRACT 66, WALLER COUNTY TEXAS, ABSTRACT 60 GRIMES COUNTY TEXAS, AND BEING OUT OF THE 135.00 ACRE TRACT OF LAND AS RECORDED IN VOLUME 1149 PAGE 459, WALLER COUNTY DEED RECORDS, ALSO BEING OUT OF THE 44.2960 ACRE TRACT OF LAND AS RECORDED IN COUNTY CLERK'S FILE NO. 1406907 OF THE WALLER COUNTY DEED RECORDS, SAID 142.54 ACRE TRACT BEING MORE

PARTICULARLY DESCRIBED BY METES AND BOUNDS ON **EXHIBIT "A"**
ATTACHED HERETO AND MADE A PART HEREOF.

The Property shall be a development of acreage tracts known as The Preserve on FM 362 ("The Preserve").

"Renting" means granting the right to occupy and use a Main Residence or Structure in exchange for consideration.

"Road" shall refer to the easement property also referred to as the Drive within the Property, but excludes all private driveways that are constructed by Owners on Tracts.

"Structure" means any improvement on a Tract (other than a Main Residence), including a sidewalk, driveway, fence, guest house, servant's quarters, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

"Tract" or "Tracts" shall mean and refer to any parcel or plat of land out of the Property but excludes the Common Areas.

"Record," "Recording," "Recordation" or "Recorded" shall mean recorded in the Official Public Records of Waller County, Texas.

"Short Term Renting" means granting the right to occupy and use a Main Residence or any other Structure within an Owner's Tract(s) in exchange for consideration for a period of time less than one-hundred-eighty (180) days and is not a permitted use for any portion of the Property.

"Single-Family" means a group of individuals related by blood, adoption, or marriage, or a number of unrelated roommates not exceeding the number of bedrooms in a Main Residence.

ARTICLE II. **GENERAL RESTRICTIONS**

Section 2.01 Restrictions Generally. All Tracts within the Property will be owned, held, encumbered, leased, used, occupied, and enjoyed subject to this Declaration. NO PORTION OF THE PROPERTY WILL BE SUBJECT TO THE TERMS AND PROVISIONS OF THIS DECLARATION UNTIL A NOTICE OF APPLICABILITY HAS BEEN RECORDED.

Section 2.02 Construction of Improvements. Each Tract shall be used exclusively for Single-Family residence purposes, as defined herein, and shall be in compliance with the following.

(a) A main single-family residential dwelling (a "Main Residence") not to exceed two stories in height with a living area of not less than three thousand (3,000) square feet - exclusive of any out buildings, guest houses, porches, private garages, and servants quarters and any other structures permitted by this Declaration - shall be constructed on each Tract by the Owner thereof as permitted by this Declaration. Other structures on the Tract shall not exceed the height of the Main Residence and may be permanently occupied only by a member of the Single-Family occupying the Main Residence, or by domestic servants employed on the Tract. The design of any other structures shall be consistent with the Main Residence and shall be submitted to the ACC for review and approval no fewer than thirty (30) days

before construction commences. No structures of any kind shall be constructed or placed between the front of the Main Residence and the Road. This includes all building structures, playground equipment, signs, and statues.

(b) Construction of a guest house shall only occur upon either of the following conditions: (1) the Main Residence has already been completed; or (2) construction on the Main Residence has already commenced with the pouring of the slab for the Main Residence.

(c) Sheds and small storage buildings are permitted only if they are harmonious with the other structures on the Tract. These improvements must be approved by the ACC before construction commences, and shall not be located any closer to the Drive than the Main Residence.

(d) Manufactured and/or mobile homes and/or modular homes are strictly prohibited.

(e) Detached carports are prohibited unless specifically approved by the ACC before construction commences.

(f) No garage doors may face the street.

Section 2.03 Minimum Square Footage within Improvements. The living area of the Main Residence (exclusive of outbuildings, guest houses, porches, garages, and servant's quarters) shall not be less than three thousand (3,000) square feet. The ACC, at its sole discretion, is hereby permitted to approve deviations in any building area prescribed herein when, in its sole judgment, such deviations would result in a beneficial common use that is consistent with this Declaration. Such approvals must be granted in writing in recordable form and, when given, shall become part of this Declaration to the extent a particular Tract is involved.

Section 2.04 External Materials. Unless otherwise approved by the ACC, the Main Residence and any attached garage, guest house, and/or servant's quarters shall use external materials consisting of masonry, brick, stone, cement board, stucco, cedar, or other wood siding (or a combination of these siding types) and shall have roofing material consisting of composition shingle, tiles, slate, or metal.

Section 2.05 Setbacks, Location of Improvements, and Driveways. The Main Residence shall not be located on any Tract within one hundred-fifty feet (150') of the Drive and all side and rear lot lines. As described more fully below, no other structures may be constructed or erected between the Main Residence and the Drive. Each tract shall have only one driveway from the Drive.

Section 2.06 Vegetation Barriers. To create a more private and natural setting, a vegetation barrier of at least seventy-five feet (75') ("Vegetation Barrier") shall be preserved and left undisturbed on both side lot lines of each Tract. To enhance and preserve the natural beauty of The Preserve, a similar Vegetation Barrier is encouraged on the front and rear lot lines of each Tract, although not a requirement. In addition, to provide a screen for the Preserve as a whole from FM 362, and notwithstanding the foregoing, for each Tract which has a lot line abutting FM 362 (each, an "Abutting Lot Line"), the Vegetation Barrier required along such Abutting Lot Line shall be no less than one hundred fifty feet (150'). For clarity, this larger Vegetation Barrier shall apply only to a Tract's Abutting Lot Line.

Section 2.07 Combining Tracts. Any Owner of one or more adjoining Tracts may consolidate such Tracts into a single-family building site. Setback lines and vegetation barriers shall be measured after the Tracts are combined into a single Tract.

Section 2.08 Easements. The Declarant has created, or will create, easements for the installation and maintenance of underground utilities, and no structure shall be erected on any such easements. Such easements will run, generally, along the Roads in front of the Tracts. Owners shall, at their cost and expense, maintain all easements located on their Tracts. This includes clearing any drainage ditches that may become clogged and keeping the easements clean and free of debris and trash. Owners shall also keep these easements mowed and neat in appearance.

Section 2.09 Intentionally Deleted.

Section 2.10 Use of Temporary Structures. No structures of a temporary character, including but not limited to, mobile homes, trailers, tents, shacks, garages, barns, or other outbuildings shall be used on any Tract at any time as a residence or rental of any kind. Temporary structures used as office buildings during construction are permitted.

Section 2.11 Storage of Automobiles, Boats, Trailers, RVs, and Other Vehicles. No boats, trailers, travel trailers, automobiles, trucks, tractor-trailers, campers, or vehicles of any kind shall be stored permanently or semi-permanently on any Road, easement, or driveway. Storage of such vehicles must be screened from public view, either within a garage or behind a fence. No inoperable vehicles described herein may be permanently or semi-permanently stored on any Tract.

Section 2.12 Mineral Operations. No oil, gas, or other mineral drilling, development operations, refining, quarry, or mining operations of any kind shall be conducted or permitted on any Tract. No wells (excluding water wells, septic tanks, and buried propane tanks for residential use), tunnels, mineral excavation, or tanks shall be permitted on any Tract. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained, or permitted on any Tract.

Section 2.13 Prohibited Activities and Commercial Use. No retail, industrial, commercial, multi-family construction or occupation, office building, or mixed-use commercial activities shall be allowed on any Tract. Noxious or offensive activities of any sort including loud noises, or anything done on a Tract that may be or become an annoyance or nuisance to the neighborhood is not permitted. Commercial or professional activity - other than reasonable home office use - whether for profit or not, open to the public or business invitees, is prohibited. Commercial activity that involves, directly or indirectly, the storage, warehousing, and/or distribution of goods or services is also prohibited. Short Term Renting of any type is prohibited, as well as Renting of a portion (less than all) of a Tract, including a Main Residence or other Structure. No illegal activity is permitted on any Tract or the Property. Allowing a renter, guest, or other person who is a registered sex offender to reside on any portion of a Tract is prohibited. Using or subjecting any portion of a Tract in a timeshare program is prohibited. Use of a Tract or any portion of the Property for any income-producing activity is prohibited.

Section 2.14 Walls, Fences, and Hedges. Owners are not required to fence their Tracts. However, if an Owner chooses to fence the front of their Tract along the Road, all such fencing shall be built on the front property line and shall first be submitted for approval to the ACC pursuant to the procedures for submissions to the ACC provided herein, with construction of such fencing

not to commence until such ACC approval is obtained. Fences on the side and rear property lines that are considered "high fences" or "game-proof" fences that prohibit native animals, such as deer, from moving freely throughout the Property are prohibited. This prohibition will help Owners maintain a wildlife exemption for property tax purposes. Side and rear fences can be barbed wire or no-climb fences in the discretion of the Owners, and all such fences must be installed on the property lines. All fencing by Owners shall adhere to these requirements. Notwithstanding the foregoing restrictions, any Owner of Lot 1, Lot 2, Lot 4, or Lot 5 may build a "high fence" on their lot lines as indicated by an "X" on **EXHIBIT "C"**, attached hereto and incorporated herein by this reference. If an Owner installs a pool and/or hot tub, all pool equipment must not be visible from the Road, which may require the construction of short pony walls to hide the pool equipment from the Road.

Section 2.15 Tract Maintenance. Owners or occupants of the Tracts shall, at all times, keep all easements and Tracts in a neat, sanitary, healthful, and attractive manner. The accumulation of garbage, trash, or rubbish of any kind on any Tract is prohibited. If an Owner fails to remedy such issues that are brought to the Owner's attention by the Declarant or the Association following twenty (20) days advanced written notice, the Declarant or the Association shall have the right to enter such Tract to mow weeds and grass, remove trash or rubbish, or remedy unsanitary or unhealthy conditions without incurring any liability for trespass. In such a situation, each Owner agrees to immediately reimburse the Declarant or the Association for expenses incurred while returning the Owner's Tract to a neat, attractive, healthful, and sanitary condition.

Section 2.16 Trash containers, Dumpsters, or Other Containers Holding Trash. Trash containers, dumpsters, or any other containers holding trash must be stored out of sight of all Roads.

Section 2.17 Mailboxes. Declarant will build a common community mailbox (the "**Cluster Mailbox**") at the entrance of the Property within the access easement (described on the attached **EXHIBIT "B"** incorporated herein by this reference). Notwithstanding any contrary provisions herein, the Association shall have sole authority and responsibility for construction and maintenance of the improvements constituting the Cluster Mailbox notwithstanding the location of same within the boundaries of any Owner's Tract (but within the access easement property). Individual mailboxes in front of each tract are prohibited.

Section 2.18 Signs, Advertisements, and Billboards. No signs or advertising devices of any character shall be erected, posted, or displayed on any Tract. The Declarant, the Association, or their assigns, shall have the right to remove any such sign, billboard, or structure placed on Tracts in violation hereof, and in doing so, shall not be subject to any liability for trespass or other tort in connection with such removal.

Section 2.19 Re-subdivision. The Declarant may subdivide any Tract at its discretion. Owners may not subdivide their Tract unless all resulting Tracts are at least thirteen (13) acres. Notwithstanding any other provision to the contrary in this Declaration to the contrary, the Owner of Tracts 3A and 3B (the "**Tract 3 Owner**") shall be treated for all purposes hereunder as the Owner of a single Tract; provided, however, at such time, if any, that such Tract 3 Owner subdivides such Tracts (which shall in all events be in compliance with this Declaration, including without limitation this Section 2.19) and conveys such subdivided tract to a third party, such resulting Tracts shall be thereafter treated as separate Tracts with two Owners for all purposes hereunder.

Section 2.20 Septic Systems. Prior to the occupancy of any residence or livable building, Owners shall construct, install, and maintain a septic tank and soil absorption system in accordance

with all Applicable Laws of the State of Texas and Waller County. If a septic system complies with these laws and specifications but still emits foul or noxious odors or unsafe liquids, such system shall be modified to eliminate such foul or noxious odors or unsafe liquids.

Section 2.21 Water Wells. Water wells on each Tract shall be drilled and maintained in accordance with all applicable laws, regulations, and specifications of the State of Texas and Waller County. Each Owner shall obtain from the well-driller documentation to be submitted to the Association that the well serving such Owner's Tract is in compliance with all applicable laws and regulations.

ARTICLE III. MEMBERSHIP IN THE ASSOCIATION AND VOTING RIGHTS

Section 3.01 Organization. The Association will be a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers of a Texas nonprofit corporation. Neither the Certificate nor the Bylaws will, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

Section 3.02 Mandatory Membership. Any person or entity, upon becoming an Owner, will automatically become a Member of the Association. Membership will be appurtenant to and will run with the ownership of the Tract that qualifies the Owner thereof for membership, and membership may not be severed from the ownership of the Tract or in any way transferred, pledged, mortgaged, or alienated, except together with the title to such Tract.

Section 3.03 Governance. The Board will consist of at least three (3) people elected at the annual meeting of the Association, or at a special meeting called for such purpose. Notwithstanding the foregoing provision or any other provisions of this Declaration to the contrary, until ninety (90) days after seventy-five percent (75%) of the Maximum Number of Tracts have been conveyed to Owners other than the Declarant or a builder in the business of constructing homes who purchased one or more Tracts from the Declarant for the purpose of selling completed homes built on the Tract, Declarant will appoint and remove all members of the Board and officers of the Association. Within ninety (90) days after seventy-five percent (75%) of the Maximum Number of Tracts have been conveyed to Owners other than the Declarant or a builder in the business of constructing homes who purchased one or more Tracts from the Declarant for the purpose of selling completed homes built on the Tract, the Board will call a meeting of Members of the Association for the purpose of electing one-third of the Board (the "Initial Member Election Meeting"), which Board member(s) must be elected by Owners other than the Declarant. Declarant may appoint and remove two-thirds of the Board from and after the Initial Member Election Meeting until expiration or termination of the Development Period. The individuals elected to the Board at the Initial Member Election Meeting shall be elected for a one (1) year term and shall serve until his or her successor is elected, or he or she is replaced in accordance with the Bylaws.

Section 3.04 Voting Allocation. The Association shall have two classes of voting members as follows:

- (a) **Class A Members.** The Class A members shall be all Owners of one or more Tracts, with the exception of the Declarant. Each Tract shall be allocated one vote. When a Tract has more than one Owner, all such Owners may exercise such Tract's one vote as determined amongst themselves. In no event may more than one vote be cast for any single Tract. Notwithstanding any future division of any part of

the initial Tracts (each, an "Original Tract"), the prohibition on there being more than one vote for each Original Tract shall continue. Likewise, in the event of the consolidation of two (2) or more Tracts for the purposes of construction of a single-family residence thereon, votes will continue to be determined according to the number of Original Tracts. Nothing in this Declaration will be construed as authorization for any future division or consolidation of Tracts, such actions being subject to the conditions and restrictions set forth elsewhere in this Declaration.

(b) Class B Members. The Class B member shall be the Declarant, who will be allocated ten (10) votes for each Tract owned by the Declarant. Class B membership shall cease to exist when all Tracts are sold to Owners, or December 31, 2027, whichever occurs first.

(c) Co-Owners. Any co-Owner may cast the vote for a Tract, and majority agreement shall be conclusively presumed unless another co-Owner of said Tract protests to the Secretary prior to the close of balloting. In the absence of a majority agreement, the Tract's vote shall be suspended if two or more co-Owners seek to exercise it independently. In no event will the vote for a Tract exceed the total votes to which such Tract is otherwise entitled pursuant to this Section 3.04.

ARTICLE IV.

ARCHITECTURAL COVENANTS AND CONTROLS

Section 4.01 Purpose. This Declaration, among other purposes, creates rights to regulate the design, use, and appearance of the Tracts in order to preserve and enhance each Tract's and the Property's value and architectural harmony. One purpose of this Article is to promote and ensure the level of taste, design, quality, and harmony by which the Property is developed and maintained. Another purpose is to prevent improvements and modifications that may be widely considered to be radical, curious, odd, bizarre, or peculiar in comparison to the then existing Improvements. A third purpose is to regulate the appearance of every aspect of proposed or existing Improvements, including but not limited to dwellings, buildings, fences, landscaping, retaining walls, yard art, sidewalks, and driveways, and further including replacements or modifications of original construction or installation. During the Development Period and through its expiration or termination, a primary purpose of this Article is to reserve and preserve Declarant's right of architectural control.

Section 4.02 Architectural Control By Declarant. During the Development Period, neither the Association, the Board, nor a committee appointed by the Association or Board (no matter how the committee is named) may involve itself with the approval of any Improvements. The initial members of the ACC shall be Larry Jacobs and Bob Galatas who shall exercise reasonably sound discretion when considering contemplated Improvements proposed on any Tract. If there exists at any time one or more vacancies on the ACC, the remaining member or members of the ACC may designate successor member(s) to fill such vacancies. Thereafter and until expiration or termination of the Development Period, the ACC shall be comprised of Larry Jacobs and Bob Galatas or a designee of the Declarant. No Improvements constructed or caused to be constructed by the Declarant on any part of the Property will be subject to the terms and provisions of this Article and need not be approved by the then-existing ACC.

(a) Declarant's Rights Reserved. Each Owner, by accepting an interest in or title to a Tract, whether or not it is so expressed in the instrument of conveyance,

covenants and agrees that Declarant has a substantial interest in ensuring that the improvements within the Property enhance Declarant's reputation as a community developer and do not impair Declarant's ability to market its property. Accordingly, each Owner agrees that during the Development Period, no Improvements will be started or progressed without the prior written approval of Declarant, which approval may be granted or withheld at Declarant's sole discretion. In reviewing and acting on an application for approval, Declarant may act solely in its self-interest and owes no duty to any other person or any organization. Declarant may designate one or more persons from time to time to act on its behalf in reviewing and responding to applications.

(b) Delegation. During the Development Period, Declarant may from time to time, but is not obligated to, delegate all or a portion of its reserved rights under this Article. Any such delegation must be in writing and must specify the scope of delegated responsibilities. Any such delegation is at all times subject to the unilateral rights of Declarant to: (a) revoke such delegation at any time and reassume jurisdiction over the matters previously delegated; and (b) to veto any decision which Declarant in its sole discretion determines to be inappropriate or inadvisable for any reason. Neither Declarant nor the ACC is responsible for: (a) errors in or omissions from the plans and specifications submitted to the ACC; (b) supervising construction for the Owner's compliance with approved plans and specifications; or (c) the compliance of the Owner's plans and specifications with Applicable Law.

(c) Limits on Liability. During the Development Period, the ACC has sole discretion with respect to taste, design, and all standards specified in this Declaration. The members of the ACC have no liability for the ACC's decisions made in good faith, and which are not arbitrary or capricious. The ACC is not responsible for: (a) errors in or omissions from the plans and specifications submitted to the ACC; (b) supervising construction for the Owner's compliance with approved plans and specifications; or (c) the compliance of the Owner's plans and specifications with Applicable Law.

Section 4.03 Architectural Control by Association. Until such time as Declarant delegates all or a portion of its reserved rights to the Board, or the Development Period is terminated or expires, the Association has no jurisdiction over architectural matters. On termination or expiration of the Development Period, or earlier if delegated in writing by Declarant (in such instance and thereafter, the "Association Control Period"), the Association, acting through the ACC, will assume jurisdiction over architectural control and will have the powers of the ACC hereunder.

(a) ACC. During the Association Control Period, the ACC will consist of at least three (3) but no more than seven (7) people appointed by the Board. Members of the ACC serve at the pleasure of the Board and may be removed and replaced at the Board's discretion. At the Board's option, the Board may act as the ACC, in which case all references in this Declaration to the ACC will be construed to mean the Board. Members of the ACC need not be Owners or Occupants, and may include architects, engineers, and design professionals whose compensation, if any, may be established from time to time by the Board.

(b) Limits on Liability. During the Association Control Period, the ACC has sole discretion with respect to taste, design, and all standards specified in this

Declaration. The members of the ACC have no liability for the ACC's decisions made in good faith, and which are not arbitrary or capricious. The ACC is not responsible for: (a) errors in or omissions from the plans and specifications submitted to the ACC; (b) supervising construction for the Owner's compliance with approved plans and specifications; or (c) the compliance of the Owner's plans and specifications with Applicable Law.

Section 4.04 Prohibition of Construction, Alteration and Improvements. No Improvements on any Tract, nor any addition, alteration, installation, modification, redecoration, or reconstruction thereof, including without limitation any changes in the design thereof, may occur unless approved in advance by the ACC. The ACC has the right but not the duty to evaluate every aspect of construction, landscaping, and property use that may adversely affect the general value or appearance of any Tract or the Reserve as a whole. Notwithstanding the foregoing, each Owner will have the right to modify, alter, repair, decorate, redecorate, or improve the interior of an Improvement, provided that such action is not visible from any other portion of the Property. Prior to any work being done on any Improvement on any Tract, the construction plans and specifications and a site plan showing the location of the Improvement must have been submitted to, and approved in writing by, the ACC to ensure compliance with this Declaration, the quality of construction materials to be used, the harmony of the external design with existing or proposed structures, and the finished grade elevation that is consistent and compatible with a country setting. Unconventional, extreme, and/or nonconforming design is discouraged. The approval or lack of disapproval by the ACC shall not be deemed to constitute any warranty or representation by the ACC including, without limitation, any warranty or representation by the ACC relating to fitness, design, or adequacy of the proposed construction or compliance with applicable statutes, codes, laws, and regulations. The ACC may charge a reasonable fee not to exceed \$250.00 to retain an architect to review plans, engineering, and/or specifications for proposed improvements.

Section 4.05 Architectural Approval and Procedure.

(a) **Submission and Approval of Plans and Specifications.** Construction plans, specifications, or any other proposal for which ACC approval is required pursuant to this Declaration, will be submitted in accordance with the Design Guidelines, if any, or any additional rules adopted by the ACC together, with any review fee which is imposed by the ACC in accordance with this Section 4.05. No Improvement will be placed or allowed on any Tract, until the plans and specifications for the proposed Improvement have been approved in writing by the ACC. The ACC reserves the right to adopt preconditions or requirements for the approval of contractors proposed by the Owner to construct the Improvements. The ACC may, in reviewing such plans and specifications, consider any information that it deems proper; including, without limitation, any permits, environmental impact statements or other tests that may be required by the ACC or any other entity; and harmony of external design and location in relation to surrounding structures, topography, vegetation, and finished grade elevation. The ACC may postpone its review of any plans and specifications submitted for approval pending receipt of any information or material which the ACC, in its sole discretion, may require. Site plans must be approved by the ACC prior to the clearing of any Tract, or the construction of any Improvements. The ACC may refuse to approve plans and specifications for proposed Improvements, or for any matter before it, on any grounds that, in the sole and absolute discretion of the ACC, are deemed sufficient, including, but not limited to, purely aesthetic grounds.

(b) Design Guidelines. The ACC will have the power, from time to time, to adopt, amend, modify, or supplement the Design Guidelines which may apply to all or any portion of the Preserve, provided that the ACC shall notify the Declarant of any such changes within a reasonable time. In the event of any conflict between the terms and provisions of the Design Guidelines and the terms and provisions of this Declaration, the terms and provisions of this Declaration will control. In addition, the ACC will have the power and authority to impose a fee for the review of plans, specifications, and other documents and information submitted to it pursuant to the terms of this Declaration. Such charges will be held by the ACC and used to defray the administrative expenses and any other costs incurred by the ACC in performing its duties hereunder. The ACC will not be required to review any plans until a complete submittal package, as required by this Declaration and the Design Guidelines, is assembled and submitted to the ACC. The ACC will have the authority to adopt such additional or alternate procedural and substantive rules and guidelines not in conflict with this Declaration (including, without limitation, the imposition of any requirements for a compliance deposit, certificates of compliance or completion relating to any Improvement, and the right to approve in advance any contractor selected for the construction of Improvements), as it may deem necessary or appropriate in connection with the performance of its duties hereunder.

(c) Approval of Regulatory Submission Item. Each Owner is further advised that prior to submitting any application, variance, or special use permit, plat, drainage plans, building or site plan, expressly including any amendments to a preliminary plan or a development plan (a "Regulatory Submission Item") required to be submitted by an Owner to a Governmental Entity for approval or issuance of a permit, as applicable, the Owner must first obtain approval from the ACC of the Regulatory Submission Item (the "Preliminary Regulatory Approval"). Any Preliminary Regulatory Approval granted by the ACC is conditional and no Improvements may be constructed in accordance with the Regulatory Submission Item until the Owner has submitted to the ACC a copy of the Regulatory Submission Item approved by the Governmental Entity and the ACC has issued to the Owner a "Notice to Proceed." In the event of a conflict between the Regulatory Submission Item approved by the ACC and the Regulatory Submission Item approved by the regulatory authority, the Owner will be required to resubmit the Regulatory Submission Item to the ACC for approval. Each Owner acknowledges that no Governmental Entity has the authority to modify the terms and provisions of this Declaration applicable to all or any portion of the Property.

(d) Failure to Act. In the event that any plans and specifications are submitted to the ACC as provided herein, and the ACC fails to either approve or reject such plans and specification for a period of sixty (60) days following such submission, the plans and specifications will be deemed disapproved.

(e) Variances. The ACC shall have the power to, and may allow, reasonable variances and adjustments to the restrictions set forth herein in order to overcome practical difficulties and to prevent unnecessary hardships in the application of the restrictions contained herein, provided that such reasonable variances and adjustments are done in conformity with the intent and purposes of this Declaration, and that in every instance of such variance or adjustment no reasonably

foreseeable material detriment or injury to another Owner's Tract or other part of the Property should occur.

(f) Duration of Approval. The approval of the ACC of any final plans and specifications, and any variances granted by the ACC, will be valid for a period of one hundred and eighty (180) days or such longer period as may be reasonably necessary for the commencement of construction, as determined by the ACC in its reasonable discretion. If construction in accordance with such plans and specifications or variance is not commenced within such one hundred and eighty (180) day period and diligently prosecuted to completion thereafter, the Owner will be required to resubmit such final plans and specifications or request for a variance to the ACC, and the ACC will have the authority to re-evaluate such plans and specifications in accordance with this paragraph and may, in addition, consider any change in circumstances which may have occurred since the time of the original approval.

(g) No Waiver of Future Approvals. The approval of the ACC to any plans or specifications for any work done or proposed in connection with any matter requiring the approval or consent of the ACC will not be deemed to constitute a waiver of any right to withhold approval or consent as to any plans and specifications on any other matter, subsequently or additionally submitted for approval by the same or a different person, nor will such approval or consent be deemed to establish a precedent for future approvals by the ACC.

Section 4.06 Non-Liability of the ACC. Notwithstanding any contrary provisions herein, the Declarant and the ACC, including without limitation the individual members thereof, shall not be liable for any act or omission in performing or purporting to perform any functions delegated hereunder. THE ACC WILL NOT BE LIABLE TO ANY OWNER OR TO ANY OTHER PERSON FOR ANY LOSS, DAMAGE, OR INJURY ARISING OUT OF THE PERFORMANCE OF THE ACC'S DUTIES UNDER THIS DECLARATION, UNLESS SUCH LOSS, DAMAGE, OR INJURY IS DUE TO THE WILLFUL MISCONDUCT OR BAD FAITH OF THE ACC OR ONE OF MORE INDIVIDUALS ACTING ON ITS BEHALF, AS THE CASE MAY BE.

ARTICLE V.

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 5.01 Creation of Lien and Personal Obligation of Assessments. Each Owner of any Tract, by acceptance of a deed therefor, whether or not it is expressly stated in such deed, shall be deemed to covenant and agree to pay the Declarant or the Association: (1) "Annual Assessments" or charges, (2) "Special Assessments" for (i) capital improvements, including interest payments made on funds borrowed by the Declarant or the Association for capital improvements; or (ii) estimated expenses to be incurred by the Association to operate, maintain, repair, or manage any Common Area, based upon the estimate of the amount needed to operate, maintain, repair and manage such Common Areas including a reasonable provision for contingencies and an appropriate replacement reserve (the level of such common area Assessments will be set by the Board in its discretion, subject to review and approval by the Declarant, which Board determination, once approved by the Declarant, will be final and binding), and (3) "Individual Assessments," which the Board may levy against an Owner and such Owner's Tract to reimburse the Declarant or the Association for maintenance or repair work that was required due to an Owner's failure to mow, maintain, remove trash or debris, or rectify any unhealthy or unsanitary conditions, all as set forth

elsewhere in this Declaration, and which may include, but is not limited to: (a) interest, late charges, and collection costs on delinquent Assessments; (b) reimbursement for costs incurred in bringing an Owner or the Owner's Tract into compliance with this Declaration; (c) fines for violations of this Declaration; (d) transfer-related fees and resale certificate fees; (e) fees for estoppel letters and project documents; (f) insurance deductibles; (g) reimbursement for damage or waste caused by willful or negligent acts of the Owner, the Owner's guests, invitees or Occupants of the Owner's Tract; (h) common expenses that benefit fewer than all of the Tracts, which may be assessed according to benefit received; and (i) fees or charges levied against the Association on a per-Tract basis. Each of the foregoing are sometimes referred to herein as an "Assessment" and collectively as the "Assessments."

The Assessments, together with interest, costs, and reasonable attorney's fees, shall be levied against each Owner's Tract and shall be secured by a continuing lien upon such Tract hereby granted and conveyed by Declarant to the Association, and shall also be a personal obligation of the Owner of said Tract. The Declarant shall be exempt from all such Assessments and charges, and no Assessment shall be payable for any Tract owned by the Declarant. Any and all loans by the Declarant to the Association for the payment of any liability, cost, or expense incurred by the Association shall be repaid by the Association to the Declarant. The Association may enforce payment of such Assessments in accordance with the provisions of this Article. If the Assessment sums levied and collected prove inadequate for any reason, including non-payment of any Assessment by an Owner, the Association may at any time, and from time to time, levy further Special Assessments in the same manner as aforesaid. All such Assessments will be due and payable to the Association at the beginning of the fiscal year, or in such other manner as the Board may designate in its sole and absolute discretion.

Section 5.02 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the Owners of the Tracts and for the improvement and maintenance of Common Areas, including the gated entrance, electricity payments for the operation of the front gate, Roads, property taxes due on Common Areas owned by the Declarant or the Association, easements, and a community mailbox area, if one is created. The Board will establish a maintenance fund into which will be deposited all monies paid to the Association and from which disbursements will be made in performing the functions of the Association under this Declaration. The funds of the Association may be used for any purpose authorized by this Declaration and Applicable Law.

Section 5.03 First Annual Assessment Payment and Determination of Subsequent Assessments. Annual Assessments will begin upon the conveyance of a Tract by the Declarant to an Owner. The amount of the first annual Assessment for each Tract, which will be due upon the closing of a Tract, will be \$5,000.00 per year measured from January 1st through December 31st of each year. At closing, a prorated Annual Assessment will be due based on the date of the closing.

Each year, the Declarant or the Association shall meet to evaluate and make adjustments, if any, to the prior year's Annual Assessment based on historical operating costs and expenses. The annual Assessment may be increased yearly in an amount not to exceed 10% based on an affirmative vote of at least 50% of the total votes that could possibly be cast as determined pursuant to Section 3.04 of this Declaration. The Association will meet annually, with advance notice of such meeting being given to the Owners.

The Association has the right to employ a property management company to set and give notice of meetings, keep records, send invoices for assessments, maintain a bank account for the

Association, and pay the expenses of the Association. The cost associated with the retention of a property management company will be paid from annual assessments.

Section 5.04 Special Assessments for Capital Improvements. In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon any Common Area, provided that such assessment has the affirmative vote of two-thirds (2/3%) of the total votes that could possibly be cast as determined pursuant to Section 3.04 of this Declaration who vote in person or by proxy at a meeting duly called for this purpose.

Section 5.05 Notice and Quorum for Actions Authorized Under Section 5.03 or Section 5.04. Written notice of any meeting called for the purpose of taking action authorized under Section 5.03 or Section 5.04 of this Article, shall be mailed by first class mail to all Owners not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of 60% of the Owners or proxies entitled to cast votes for absent Owners shall constitute a quorum. If the required quorum is not present at any such meeting, the meeting shall be adjourned, but another meeting may be called subject to the same notice requirement, but the required quorum at such subsequent meeting shall be 50% of the votes of the Owners. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 5.06 Declarant Exemption. Notwithstanding anything in this Declaration to the contrary, no Assessments will be levied upon Tracts owned by Declarant.

Section 5.07 Effect of Non-Payment of Assessments: Remedies of the Association.

(a) **Late Charges.** If any Assessment is not paid by the due date applicable thereto, the Owner responsible for the payment may be required by the Board, at the Board's election at any time and from time to time, to pay a late charge in an amount predetermined in the Association's rules and regulations, and the late charge (and any reasonable handling costs) will be a charge upon the Tract owned by such Owner, collectible in the manner as provided for collection of Assessments, including without limitation an action at law against the Owner personally obligated to pay the Assessment or foreclosure of the lien against such Tract involved; provided, however, such charge will never exceed the maximum charge permitted under Applicable Law.

(b) **Owner's Personal Obligation for Payment of Assessments.** Assessments levied as provided for herein will be the personal and individual debt of the Owner of the Tract against which are levied such Assessments. No Owner may waive or otherwise escape liability for assessments because the Owner is not physically present, has not built a Main Residence, does not use any Common Areas, or has abandoned a Tract. In the event of default in the payment of any such Assessment, the Owner of the Tract will be obligated to pay interest on the amount of the Assessment at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof (or if there is no such highest rate, then at the rate of 1.5% per month), together with all costs and expenses of collection, including reasonable attorney's fees.

(c) Assessment Lien and Foreclosure. The payment of all sums assessed in the manner provided in this Article is, together with late charges, interest, and all costs of collection, including attorney's fees, are secured by the continuing Assessment lien granted to the Association pursuant to Section 5.01, above, and will bind each Tract in the hands of the Owner thereof, and such Owner's heirs, devisees, personal representatives, successors, or assigns. The aforesaid lien will be superior to all other liens and charges against such Tract, except only for (a) tax and governmental assessment liens; (b) all sums secured by a Recorded first mortgage lien or Recorded first deed of trust lien, to the extent such lien secures sums borrowed for the acquisition or improvement of the Tract in question; and (c) home equity loans or home equity lines of credit which are secured by a second mortgage lien or Recorded second deed of trust lien; provided that, in the case of subparagraphs (b) and (c) above, such Mortgage was Recorded, before the delinquent Assessment was due. The Association will have the power to subordinate the aforesaid Assessment lien to any other lien, provided that such subordination is in the best interests of the Association and its members. The power to subordinate will be exercised by the Board at its discretion, and such subordination may be signed by an authorized officer of the Association. The Association may, at its option and without prejudice to the priority or enforceability of the Assessment lien granted hereunder, prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Tract covered by such lien and a description of the Tract. Such notice may be signed by an officer of the Association and will be Recorded. Each Owner, by accepting a deed or ownership interest to a Tract subject to this Declaration will be deemed conclusively to have granted a power of sale to the Association to secure and enforce the Assessment lien granted hereunder. The Assessment liens and rights to foreclosure thereof will be in addition to and not in substitution of any other rights and remedies the Association may have pursuant to Applicable Law and under this Declaration, including the rights of the Association to institute suit against such Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien. In any foreclosure proceeding, such Owner will be required to pay the costs, expenses, and reasonable attorney's fees incurred. The Association will have the power to bid (in cash or by credit against the amount secured by the lien) on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey, or otherwise deal with the same. Upon the written request of any mortgagee, the Association will report to said mortgagee any unpaid Assessments remaining unpaid for longer than sixty (60) days after the same are due. The lien hereunder will not be affected by the sale or transfer of any Tract; except, however, that in the event of foreclosure of any lien superior to the Assessment lien, the lien for any Assessments that were due and payable before the foreclosure sale will be extinguished, provided that past-due Assessments will be paid out of the proceeds of such foreclosure sale only to the extent that funds are available after the satisfaction of the indebtedness secured by the mortgage. The provisions of the preceding sentence will not, however, relieve any subsequent Owner (including any mortgagee or other purchaser at a foreclosure sale) from paying Assessments becoming due and payable after the foreclosure sale. Upon payment of all sums secured by a lien of the type described in this Section 5.07(c), the Association will, upon the request of the Owner, and at such Owner's cost, execute a release of lien relating to any lien for which written notice has been Recorded as provided above, except in circumstances in which the Association has already foreclosed such lien. Such release may be signed by an officer of the

Association and Recorded. In addition to the lien hereby retained, in the event of nonpayment by any Owner of any Assessment and after the lapse of at least twelve (12) days since such payment was due, the Association may, upon five (5) days' prior written notice (which may run concurrently with such 12-day period) to such Owner, in addition to all other rights and remedies available pursuant to Applicable Law, equity or otherwise, terminate, in such manner as the Board deems appropriate, any utility or cable services, provided through the Association and not paid for directly by an Owner or occupant to the utility or service provider. Such notice will consist of a separate mailing or hand delivery at least five (5) days prior to a stated date of disconnection, with the title "termination notice" or similar language prominently displayed on the notice. The notice will include the office or street address where the Owner or the Owner's tenant can make arrangements for payment of the bill and for reconnection of service. Any utility or cable service will not be disconnected or terminated on a day, or immediately preceding a day, when personnel are not available for the purpose of collection and reconnecting such services. Except as otherwise provided by Applicable Law, the sale or transfer of a Tract will not relieve the Owner of such Tract or such Owner's transferee from liability for any Assessments thereafter becoming due or from the lien associated therewith. If an Owner conveys its Tract and on the date of such conveyance Assessments against the Tract remain unpaid, or said Owner owes other sums or fees under this Declaration to the Association, the Owner will pay such amounts to the Association out of the sales price of the Tract, and such sums will be paid in preference to any other charges against the Tract other than liens superior to the Assessment liens and charges in favor of the State of Texas or a political subdivision thereof for taxes on the Tract which are due and unpaid. The Owner conveying such Tract will remain personally liable for all such sums until the same are fully paid, regardless of whether the transferee of the Tract also assumes the obligation to pay such amounts. The Board may adopt an administrative transfer fee to cover the expenses associated with updating the Association's records upon the transfer of a Tract to a third party.

Section 5.08 Subordination of the Lien to Mortgages. Liens for Assessments provided herein shall be subordinate to the lien of any first mortgage, subordinate mortgage or home or other improvements, or home equity mortgage existing at any time upon a particular Tract involved.

ARTICLE VI.

GENERAL PROVISIONS

Section 6.01 Enforcement. All restrictions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration shall run with the land. The Declarant, the Association, and/or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, the Association, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 6.02 Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to every Tract.

Section 6.03 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of fifty (50) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty (20) years. This Declaration may be amended during the first fifty (50) year period by an instrument signed by those Owners of Tracts owning not less than ninety percent (90%) of the Lots, and thereafter by an instrument signed by those Owners owning not less than seventy-five percent (75%) of the Tracts. Declarant may amend this Declaration without approval or consent of Owners by an instrument signed by it any time during the period ending on the later of: (a) two (2) years from the date of recordation of this instrument, or (b) when the Declarant has sold ninety percent (90%) of the Tracts. No person shall be charged with notice of or inquiry with respect to any amendment until and unless it has been filed in the Deed Records of Waller County, Texas.

Section 6.04 Gender and Number. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Section 6.05 Headings. The paragraph headings and descriptions herein are inserted for convenience and reference only and shall, in no way, alter, modify, or define, or be used in construing, the text of such paragraphs.

Section 6.06 Purpose of the Drive. The Drive is not a public road but is expressly for the use and benefit of each Owner and each Owner's family, tenants, guests, invitees, licensees, or other authorized visitors. The express purpose of the Drive will be to allow each Owner and each Owner's family, tenants, guests, invitees, licensees, or other authorized visitors access between each tract and FM 362.

Section 6.07 Owner's Interest in the Drive. Each Owner shall own the underlying property up to the centerline of the Drive abutting such Owner's tract. Notwithstanding the Owner's interest in the Drive, no Owner shall be allowed to place any fixture, fence, improvement, or other item within the boundaries of the Drive.

SIGNED the 6th JUNE day of May 2025.

The Preserve on FM 362, LLC

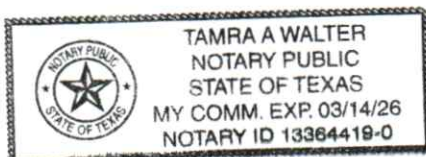
By: [Signature]
Robert Galatas, President

THE STATE OF TEXAS

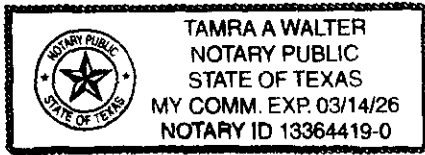
COUNTY OF MONTGOMERY

§
§
§

This instrument was acknowledged before me on the 6 day of JUNE, 2025 by Robert Galatas, President of The Preserve on FM 362, LLC, on behalf of said corporation and in the capacity stated therein.



[Signature]
18



Notary Public, State of Texas

CONSENT AND SUBORDINATION

AUSTIN STATE BANK ("Lienholder") joins herein solely for the purpose of subordinating the liens held by it of record upon the Property to the covenants, conditions, and restrictions hereby imposed by the Declarant with the stipulation that such subordination does not extend to any lien or charge imposed by, or provided for, in this Declaration.

AUSTIN BANK, TEXAS NATIONAL ASSOCIATION

By: 
Name: JAMES E CROW JR.
Title: SR. VICE PRESIDENT

THE STATE OF TEXAS

COUNTY OF Montgomery

§
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§

This instrument was acknowledged before me on the 16th day of June, 2025 by James E. Crow, Jr., Sr. Vice President of Austin Bank, Texas National Bank on behalf of said entity and in the capacity stated therein.



Notary Public, State of Texas

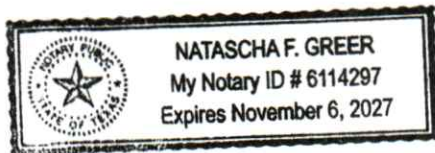


EXHIBIT A

142.54 ACRES IN THE
Dudley J White Survey
Abstract 66
Waller County, Texas
Abstract 60 Grimes County Texas

BEING a 142.54 acre tract of land in the Dudley J White Survey Abstract 66, Waller County Texas, Abstract 60 Grimes County Texas, and being out of THE PRESERVE ON FM 362 LLC's 157.54 acre tract recorded in County Clerk's File No. 2405169 and being out of the 135.00 acre tract of land as recorded in Volume 1149 Page 459, Waller County Deed Records, also being out of the 44.2960 acre tract of land as recorded in County Clerk's File No. 1406907 of the Waller County Deed Records. Said 142.54 acre tract being more particularly described as follows; with all bearings referenced to NAD 83 Texas Central Zone

BEGINNING at a concrete monument found along the westerly line of FM 362 (80' right-of-way) for the southeasterly corner of the Camp Allen Episcopal Church Site as recorded in Volume 286 Page 42 of the Grimes County Deed Records, also being the northeasterly corner of the said 44.2960 acre tract, and being the northeasterly corner of the herein described tract.

THENCE S 26deg 16'46" E along the westerly Right of Way of FM 362, a distance of 895.98 feet to a 5/8" iron rod set for corner.

THENCE continuing along the westerly Right of Way of FM 362, with a curve turning to the left with an arc length of 303.59', with a radius of 2615.15', with a chord bearing of S 29deg 36'42" E, with a chord length of 303.42' to a 5/8" iron rod found for the southeasterly corner of the said 44.2960 acre tract and an easterly corner of the said 135.00 acre tract.

THENCE S 86deg 32'05" W along the common line of the said 44.2960 acre tract and the said 135.00 acre tract, a distance of 1179.80 feet to a 5/8" iron rod set for an angle point of the herein described tract.

THENCE S 03deg 19'22" E across the said 135.00 acre tract, a distance of 1389.72 feet to a 5/8" iron rod set for an angle point.

THENCE N 86deg 40'38" E across the said 135.00 acre tract, a distance of 100.00 feet to a 5/8" iron rod found for the northwesterly corner of the Barboza 9.639 acre tract recorded in County Clerk's File No. 2013-43812 and being an angle point of the herein described tract.

THENCE S 03deg 19'22" E along the westerly line of the Barboza tract, a distance of 983.22 feet to an 8" x 8" concrete monument on the northerly line of the Burbach Caren Cook Appointment Trust tract recorded in County Clerk's File No. 2200515, also being the southwesterly corner of the Kolojaco 9.639 acre tract recorded in County Clerk's File No. 2005025, also being the southeasterly corner of the said 135.00 acre tract and being the southeasterly corner of the herein described tract.

THENCE S 86deg 34'49" W along the northerly line of the said Burbach Caren Cook Appointment Trust tract, a distance of 1735.91 feet to a 5/8" iron rod found for the southwesterly corner of the said 135.00 acre tract and the herein described tract.

THENCE N 03deg 55'18" W along the westerly line of the said 135.00 acre tract, common with the Burbach Caren Cook Appointment Trust tract a, distance of 3012.49 feet to a 5/8" iron rod for a corner of the herein described tract.

THENCE across the said 157.54 acre tract the following:

THENCE N 86deg 04'42" E a distance of 1440.25 feet;

THENCE N 03deg 25'22" W a distance of 446.89 feet;

THENCE N 86deg 34'38" E a distance of 923.96 feet along the southerly line of the Camp Allen tract to the POINT OF BEGINNING and containing 142.54 acres of land, more or less.

EXHIBIT "B"

5.48 ACRES IN THE
Dudley J White Survey
Abstract 66
Waller County, Texas
Abstract 60 Grimes County Texas

BEING a 5.48 acre tract of land in the Dudley J White Survey Abstract 66, Waller County Texas, Abstract 60 Grimes County Texas, and being out of THE PRESERVE ON FM 362 LLC's 157.54 acre tract recorded in County Clerk's File No. 2405169 and being out of the 135.00 acre tract of land as recorded in Volume 1149 Page 459, Waller County Deed Records, also being out of the 44.2960 acre tract of land as recorded in County Clerk's File No. 1406907 of the Waller County Deed Records. Said 5.48 acre tract being more particularly described as follows, with all bearings referenced to NAD 83 Texas Central Zone

COMMENCING at a concrete monument found along the westerly line of FM 362 (80' right-of-way) for the southeasterly corner of the Camp Allen Episcopal Church Site as recorded in Volume 286 Page 42 of the Grimes County Deed Records, also being the northeasterly corner of the said 44.2960 acre tract, and being the northeasterly corner of the herein described tract.

THENCE S 26deg 16'46" E along the westerly Right of Way of FM 362, a distance of 377.27 feet to THE POINT OF BEGINNING of the herein described tract.

THENCE S 26°16'46" E along the Right of Way of FM 362, a distance of 65.92 feet.

THENCE across the said 157.54 acre tract the following:

THENCE S 88°10'52" W a distance of 381.21 feet.

THENCE with a curve turning to the left with an arc length of 157.51', with a radius of 170.00', with a chord bearing of S 61°38'19" W, with a chord length of 151.93'.

THENCE S 35°05'46" W a distance of 421.87 feet.

THENCE with a curve turning to the right with an arc length of 506.20', with a radius of 559.57', with a chord bearing of S 61°00'42" W, with a chord length of 489.11'.

THENCE S 86°55'38" W a distance of 257.81 feet.

THENCE with a curve turning to the left with an arc length of 221.07', with a radius of 145.00', with a chord bearing of S 43°14'57" W, with a chord length of 200.27'.

THENCE S 00°25'43" E a distance of 151.35 feet.

THENCE with a curve turning to the left with an arc length of 55.34', with a radius of 470.00', with a chord bearing of S 03°48'07" E, with a chord length of 55.31'.

THENCE S 07°43'11" E a distance of 445.45 feet.

THENCE with a curve turning to the right with an arc length of 129.33', with a radius of 586.77', with a chord bearing of S 03°32'49" E, with a chord length of 129.07'.

THENCE S 02°46'02" W a distance of 195.85 feet.

THENCE with a curve turning to the left with an arc length of 57.12', with a radius of 470.00', with a chord bearing of S 00°42'52" E, with a chord length of 57.09'.

THENCE S 04°11'46" E a distance of 732.45 feet.

THENCE S 86°34'49" W a distance of 60.01 feet.

THENCE N 04°11'46" W a distance of 1400.38 feet.

THENCE with a curve turning to the right with an arc length of 188.12', with a radius of 2862.44', with a chord bearing of N 04°11'46" W, with a chord length of 188.09'.

THENCE N 00°25'43" W a distance of 178.88 feet.

THENCE with a curve turning to the right with an arc length of 312.55', with a radius of 205.00', with a chord bearing of N 43°14'57" E, with a chord length of 283.15'.

THENCE N 86°55'38" E a distance of 257.81 feet.

THENCE with a curve turning to the left with an arc length of 451.92', with a radius of 499.57', with a chord bearing of N 61°00'42" E, with a chord length of 436.67'.

THENCE N 35°05'46" E a distance of 421.87 feet.

THENCE with a curve turning to the right with an arc length of 213.10', with a radius of 230.00', with a chord bearing of N 61°38'19" E, with a chord length of 205.56'.

THENCE N 88°10'52" E a distance of 353.92 to the POINT OF BEGINNING and containing 5.48 acres of land, more or less.

EXHIBIT "C"

Permissible High Fence Lot Lines

