FILED FOR RECORD
COUNTY COURT
ROBERTSON COUNTY, TX

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION AUG 13 PM 4: 30

HICKORY RIDGE

KATHRYN N. BRIMHALL
COUNTY CLERK

STATE OF TEXAS

COUNTY OF ROBERTSON

FACTS

WAYNE AND CAROLYN BUSH, hereinafter called the 'Declarant', is the owner of that real property in Robertson County, Texas, which is more fully described on the plat of Hickory Ridge recorded in Volume 3, Page 33, Official Records, Robertson County, Texas (the "Property"), and

The declarant desires to conveys the Property subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set forth; and

Declarant desires to create and carry out a uniform plan for the improvement, development and sale of the Property on the behalf of the present and future owners of the property.

DECLARATION

Considering the facts. It is hereby declared (i) that all the Property shall be held, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, liens and charges, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and which shall be binding on all parties having any right, title, interest in or to Property or any part thereof, their heirs, successors, and assigns, and which shall inure to the benefit of each owner thereof; and (ii) that each contract or deed that may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions, and restrictions regardless of whether or not the same are set out or referred in said contract or deed.

ARTICLE 1 DEFINITIONS

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

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1.01	Architectural Committee. "Architectural Committee" shall mean the committee created pursuant to this Declaration to review and approve plans for the construction of improvements on the Property.
1.02	Architectural Committee Rules. "Architectural Committee Rules" shall mean the rules and regulations adopted by the Architectural Committee, as the same may be amended from time to time.
1.03	<u>Declarant.</u> "Declarant" shall mean Wayne and Carolyn Bush, its duly authorized representatives or their respective successors or assigns; provided that any assignment of the rights of Wayne and Carolyn Bush., The Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.
1.04	<u>Declaration.</u> "Declaration" shall mean this instrument as it may be amended from time to time.
1.05	Improvement. "Improvement" shall mean every structure and all appurtenances thereto of every type and kind, including, but not limited to buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, and poles, pumps, walls, tanks, reservoirs, pipes, lines, meters, antennae, towers and other facilities used in connections with water, sewer, gas, electric, telephone, regular, or cable television, or other utilities.
1.06	<u>Lot.</u> "Lot" or "Lots" shall mean any parcel or parcels of land within the Property shown as a subdivided lot on a recorded plat of Property, together with all improvements located thereon.
1.07	Mortgage. "Mortgage" or "Mortgages" shall mean any mortgage or deed of trust covering any portion of the Property given to secure the payment of a debt.
1.08	<u>Mortgagee.</u> "Mortgagee" or "Mortgagees" shall mean holder or holders of any Mortgage or Mortgages.
1.09	Owner. "Owner" or "Owners" shall mean a person or persons, entity or entities, including Declarant, holding a fee simple interest in and Lot on the Property, but shall not include a Mortgagee.

"Person" or "Persons" shall mean any individual, individuals, entity

or entities having the legal right to hold title to real property.

1.10

- 1.11 Plans and Specifications. "Plans and Specifications" shall mean any and all documents designed to guide or control the construction or erection of any improvement, including, but not limited to, those indication location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such Improvement.
- 1.12 <u>Mobile Home.</u> Any portable, modular housing that has a permanent chassis. This includes mobile homes, double wides, triple wides, modular homes, etc.

ARTICLE 2 GENERAL RESTRICTIONS

All of the Property shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions.

- 2.01 <u>Construction and Improvements.</u> No improvements shall hereafter be constructed upon any of the Property without the prior approval of the Architectural Committee.
- 2.02 Antennae and Signals. No antenna or other device for the transmission or reception of television signals, radio signals, or any other form of electromagnetic radiation shall be erected, used, or maintained on any Lot, whether attached to a building or structure or otherwise, without the prior written approval of the Architectural Committee. No radio signals, television signals or any other form of electromagnetic radiation shall originate from any Lot so as to unreasonably interfere with the reception of television or radio signals on any other Lot. Notwithstanding the provisions of this paragraph to the contrary, it shall be permissible for the Owner of any Lot to have up to 2 small satellite dishs no more than 18 inch in diameter for receipt of television signals provided it is not visible from any street.
- 2.03 <u>Insurance Rates.</u> Nothing shall be done or kept on the Property which would increase the rate of insurance or cause the cancellation of insurance on any Lot or any of the improvements located thereon without the prior written approval of the Declarant.

- 2.04 <u>Subdividing.</u> No Lot shall be further divided or subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Architectural Committee; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey an easement or other interest less than the whole, all without the approval of the Architectural Committee.
- 2.05 <u>Signs.</u> No sign of any kind shall be displayed to the public view on the Property without the prior written approval of the Architectural Committee, except for signs which are part of Declarant's overall marketing plan for the Property. The Architectural Committee may permit signs of any type of advertising a portion of the Property for sale or lease or it may set standards for the same. Individuals listing homes for sale are limited to one realtor or for sale by owner sign no larger than 24" x 36".
- 2.06 Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the Property or any portion there of unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view. If rubbish or debris accumulates upon any Lot in violation of this provision in the judgment of the Declarants, the Declarants may remove the rubbish or debris, and charge a special assessment to the Owner of the Lot.
- 2.07 <u>Noise.</u> No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants.
- 2.08 <u>Lighting.</u> No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to neighboring property, except for the reasonable security or landscape lighting that has the approval of the Architectural Committee.
- 2.09 <u>Nuisance and Lateral Support.</u> No noxious or offensive activity or work shall be conducted upon any Lot so as to impair the structural soundness or integrity of any Improvement of any other Lot, or which may be or may become an annoyance or nuisance to the neighborhood.
- 2.10 Repair of Improvements. All Improvements upon the Property, including and Lot, shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner or Owners thereof.

- 2.11 <u>Alteration or Removal of Improvements</u>. Exclusive of normal maintenance, any construction or removal in connection with any Improvement which in any way alters the exterior appearance of said Improvement shall be performed only with the prior written approval of the Architectural Committee.
- 2.12 <u>Roofing Materials.</u> The surface of all roofs or principal and secondary structures shall be metal, shingle, wood shakes, tile or dimension architectural quality composition shingle. The Architectural Committee shall have authority to approve other roof treatments and materials when in its determination such treatments and materials in the form utilized will not be a detriment to the quality of the neighborhood.
- 2.13 <u>Solar Equipment.</u> In the event an Owner desires to use solar panels or other solar equipment in connection with the use of any Lot, the location and installation design thereof shall be submitted to the Architectural Committee and approval of such design, including the aesthetics thereof, shall be required before construction may begin.
- 2.14 <u>Driveway.</u> The Architectural Committee shall have the right to impose limitations on driveway design, including materials, aprons, locations and point of contact with dedicated roads, streets or private driveways within the Property.
- 2.15 Tanks. The Architectural Committee shall have the right to approve the location, plans, size, configuration, and materials of any tank used or proposed in connection with a single family residential structure, including stocks tanks or ponds and tanks for storage of fuel, water, oil or LPG and including swimming pool filter tanks. No elevated tanks of any kind shall be erected, placed or permitted on any Lot. All above ground storage tanks shall be screened so as not to be visible from any other portion of the Property.
- 2.16 Underground Utility Lines. No utility lines, including, but not limited to, wires or other devices for the communication or transmission of telephone or electric current or power., cable television or any other type of line or wire shall be erected, placed or maintained anywhere in or upon any portion of the Property unless the same shall be contained in conduit or cables installed and maintained underground or concealed in, under or on improvements as approved in writing by the Architectural Committee; provided, however, the no provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of Improvements which have been previously approved in writing by the Architectural Committee. The installation method, including but not limited to location, type of installation equipment, trenching method and other aspects of installation for both temporary and permanent utilities, shall be subject to review and approval by the Architectural Committee.

- 2.17 <u>Hazardous Activities.</u> No hazardous activities shall be conducted on the Property and no improvements shall be constructed on the property that are or might be unsafe or hazardous to any person or property.
- 2.18 <u>Mining and Drilling.</u> No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.
- 2.19 Temporary Structures. No Tent, shack or other temporary building, improvement or structure shall be placed upon the Property without the prior written approval of the Architectural Committee; provided however, that the Declarant may maintain or authorize temporary structures necessary for storage of tools and equipment, and for office space for architects, builders and foremen on the Property during any period of actual construction, such authorization, if given, shall include the nature, size, duration and location of such structure or structures.
- 2.20 <u>Unsightly Articles: Vehicles.</u> No trailer, recreational vehicle, tent, boat, or stripped down, wrecked, junked, or wholly inoperable vehicle shall be kept, parked, stored, or maintained on any portion of the Lot in front of the Permanent structure, and same shall be kept, parked, stored or maintained on other portions of a Lot only within an enclosed structure or a screened area which prevents the view thereof from adjacent Lots or streets. No dismantling or assembling of motor vehicles, boats, trailers, recreational vehicles, or other machinery or equipment shall be permitted in any driveway or yard adjacent to a street.
- 2.21 <u>Mobile Homes, Travel Trailers, Recreational Vehicles.</u> No mobile homes shall be parked or placed on any Lot at any time. No travel trailers or recreational vehicles may be kept on any lot unless it is enclosed in a garage or is parked so as not to be visible from adjoining property or public or private thoroughfares. In the event a travel trailer or recreational vehicle is not enclosed in a garage, the location of its storage site must be approved by the Architectural Committee. This restriction regarding travel trailers and recreation vehicles shall not apply to guests staying at any lot for less than two (2) weeks.
- 2.22 Animals Household Pets. No domestic household pet shall be allowed to make an unreasonable amount of noise or to become a nuisance, and no domestic pets shall be allowed on the Property other than on the lot of its owner, except when confined to a leash. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration on the property and no kennels or breeding operations shall be

allowed. No domestic household pet shall be allowed to run at large and all such pets shall be kept within enclosed areas which must be clean, sanitary and reasonably free of refuge, insects and waste at all times. Such enclosed area shall be constructed in accordance with plans and specifications approved by the Architectural Committee, shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof, and shall be screened so as not to be visible from any other portion of the Property. All domestic household pets shall be kept in strict accordance with all local laws and ordinances. Breeds of dogs such as Rottweiler and Pit Bulls, and other breeds having a generally dangerous reputation are not allowed. In the event an animal creates a nuisance to the subdivision in the sole and exclusive opinion of the declarant and/or a majority of owners, such animal shall be removed from Hickory Ridge subdivision. Declarant or assigned representative, shall have the right to enter and remove such animal which is placed on any parcel in violation to this section, and in so doing shall not be liable and is expressly relieved from any liability for trespass or other sort in connection therewith, or arising from such remove.

- 2.23 Animals Farm. Farm animals, including pig, hog, swine, poultry, horses, cattle, sheep, goats and any other animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words, may be not kept or maintained on the Property expect as follows: For each acre contained in any lot, the owner may have one (1) "animal unit" plus one (1) per lot. An "animal unit" consists of one cow, one horse, two dogs, two cats, one goat, one pig, one sheep, ten poultry. Show animals may be maintained on the Property as follows: Two "animal units" per child, eligible to participate. This is in addition to the one "animal unit" per acre plus one per lot allowed above.
- 2.24 Construction and Sales Activities. Notwithstanding any provision herein to the contrary, this Declaration shall not be constructed so as to unreasonably interfere with or prevent normal construction activities during the construction of improvements by an Owner (including Declarant) upon any Lot within the Property, or the sale of any Lot thereafter. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the areas. No building material of any kind shall be placed or stored upon any Lot until the Owner thereof is ready to commerce improvements, and the material shall be placed within the property lines of the Lot upon which the improvements are to be erected and shall not be placed on the street or on any other part of the Property. In the event of any dispute regarding such matters, a temporary waiver of the applicable provision may be granted by the Architectural Committee, provided that such waiver shall be only for the reasonable period of such construction. At such time as the Declarant ceases using any portion of the Property as a model home

or sales office, the affected Property shall be altered and/or remodeled, if necessary or desirable, to comply with the covenants and restrictions contained herein.

2.25 No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants or other term and provisions contained in the Article III or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any Owner acquiring a Lot in reliance upon one or more of such restrictive convents, terms or provisions shall assume all risk of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.

ARTICLE 3 RESIDENTIAL RESTRICTIONS

Residential Use. All lots shall be improved and used solely for non-commercial residential and recreational purposes consistent with rural living inclusive of a garage, fencing and such other improvements as are necessary or customarily incident to rural residential use. No Owner shall occupy or use his Lot or any Improvements constructed thereon, or permit the same or any part thereof to be occupied or used for any purpose, other than as a private resident for the Owner, his family and guests. All Lots within the Property hall be used and improves solely for single family residential purposes, with no more than one (1) residential dwelling unit per Lot plus appurtenant building, without limitation, are barns, garages, stables, and storage buildings. Anything herein to the contrary notwithstanding, any Lot may be used or improved for greenbelt, open space, and drain field purposes. Notwithstanding the provisions of this paragraph to the contrary, it shall be permissible for the owner of any lot to have a small guest structure of not greater than 30% of the main structure. This structure will be of the same design as the main structure and must be approved by the Architectural Committee. No improvement may be constructed upon any Lot that would unreasonably obstruct the view from other portions of the Property, and the positioning of all Improvements upon Lots within the Property is hereby expressly made subject to Architectural Committee review. The Architectural Committee may, but shall not be required to, prevent or allow the construction of a proposed Improvement based upon the effect it will have upon the view from any particular Lot. The Architectural Committee may consider the effect the Improvement will have on the Property as a whole, it being expressly understood that neither the Architectural Committee nor the4 members thereof shall be liable to any Owner in the monetary damages or otherwise due to the construction of any Improvements within the property of the creating thereby of an obstruction to the view from such Owner's Lot or Lots. Commercial activities are prohibited.

3.01

- 3.02 <u>Outbuildings</u>. Every outbuilding, inclusive of such structures as a detached garage, barn, stables, storage building or greenhouse, shall be compatible with the dwelling to which it is appurtenant. In terms of its design and material composition or be completely screened from public view. All such buildings shall be subject to approval by the Architectural Committee. In no Instance shall an outbuilding, exceed one (1) story in height or have total floor areas in excess of fifty percent (50%) of the floor area of the main dwelling.
- 3.03 <u>Building Height.</u> No Improvement greater the thirty-two (32) feet in height may be constructed on any Lot without prior written approval of the Architectural Committee. For purposes of this paragraph, height shall be measured from the foundation slab of the proposed improvement to the ridgeline of the roof of the proposed Improvement.
- 3.04 <u>Building Materials: Dwelling Size.</u> All single family dwellings shall be of recognized standard construction quality, and all exteriors (exclusive of doors, windows, and similar openings) shall be constructed as set out below, of sixty-five percent (65%) masonry or other material specifically approved in writing by the Architectural Committee. All chimneys shall be masonry construction. Masonry includes stucco, brick, rock, and all other materials commonly referred to in the Robertson County, Texas area as masonry. Unless an exception is granted by the Architectural Committee, all single family dwellings shall contain not less than the following square feet of enclosed living space, exclusive porches (open or covered), decks and garages.
 - 1 Acre Lots 1500sf
 - 2 Acre Lots 1800sf
 - 4 Acre Lots 2100sf
- 3.05 <u>Construction on Place.</u> The use of prefabricated materials, including antique homes moved from other locations, shall be allowed only with the prior written approval of the Architectural Committee.
- 3.06 <u>Setback Requirements.</u> 25' Setback from all lot lines according to the filed plat.

ARTICLE 4 ARCHITECTURAL COMMITTEE

4.01 <u>Address.</u> Plans and Specifications shall be submitted to the Architectural Committee in care of Ralph or Wayne Bush, 306 Bremond Street, Franklin, Texas 77856

or in case such other person at such other address as may be designated by Declarant as the case may be, from time to time.

ARTICLE 5 EASEMENTS

5.01 Reserved Easements. All dedication, limitations, restrictions, and reservations shown on any plat covering all or any portion of the property and all grants and dedications of easements, rights-of-way, restrictions, and related rights made by Declarant prior to the Property becoming subject to the Declaration, are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant convoying any pert of property, Declarant reserves the right to make changes in and additions to the said easements and rights-of-way for the purpose of most effectively, efficiently and economically developing and marketing the property. Further, Declarant reserves the right, without the necessity of the joinder of any owner or other person or entity, to grant, way and easements for public utility purposes (Including, without limitation, gas, cable, water, electricity, telephone, and drainage). In favor of any person or entity, along and on either or both sides of any Lot line, any such easement having a maximum width of twenty feet on the from lot line and ten feet on the side lot lines of any lot.

Installation and Maintenance. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within the easements, if any, no structure or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities; or in case of drainage easements, which may change in the direction of flow of water through drainage channels in such easements. The easement area of each Lot, if any, and all improvements in such area shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. The Declarant may mow and maintain drainage easement herein or referred to shall be liable for any damages done by them or their assigns, agents, employers, or servants in shrubbery, streets, or floors or other property of the Owners situated in the land covered by said easements.

5.03 <u>Surface Area.</u> The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns, flowers or fences. However, neither the Declarant nor any supplier of any utility service using any easement area

shall be liable to any Owner or to the Association for any damage done by them or either of the,, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity reasonably relation to the construction, maintenance, operation or repair of any facility in any such easement area.

5.04 <u>Damage Easements.</u> Each Owner covenants to provide easements for drainage and water flow, as contours of land and the arrangement of Improvements approved by the Architectural Committee thereof required. There shall be no construction of improvements, temporary or permanent including fences. In any drainage easement, except as may be approved in writing the Architectural Committee.

ARTICLE 6 MISCELLANEOUS

6.01 Term. This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until December 31, 2034, unless amended as herein provided, After December 31, 2034, this Declaration, including all such covenants, conditions and restrictions shall be automatically extended for successive period of ten (10) years each, unless amended as provided in Section 7.02 below or terminated by a written instrument executed by the Owners of at least three-fourths (3/4) of the Lots within a property then subject to this Declaration, filed of record in the Official Records of Robertson County, Texas.

6.02 Amendment.

- (A) <u>By Declarant.</u> This Declaration may be amended by the Declarant, acting alone until December 31, 2016, and thereafter for so long as Declarant holds a majority of the votes of the owners. For this purpose, the declarant shall receive 3 votes per lot and other lot owners will receive one vote per lot owned. No amendment by Declarant shall be effective until they has been recorded in the Official Records of Robertson County, Texas, an instrument executed and acknowledged by Declarant and setting forth the amendment.
- (B) <u>By Owners.</u> In addition to the method in Section 6.02 (A), after December 31, 2016, this Declaration may be amended by the recording in the Official Records of Robertson County of an instrument executed and acknowledged by the Declarant setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least sixty percent (60%) of the number of votes entitled to be cast pursuant to Section 9.03 hereof.

- 6.03 Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail it shall be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Architectural Committee for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Architectural Committee.
- 6.04 Interpretation. The provisions of this Declaration shall be liberally constructed to effectuate the purposes of creating a uniform plan for the development and operation of the property and of promoting and effectuation the fundamental concepts of the property set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas
- 6.05 Exemption of Declarant. Notwithstanding any provision in this Declaration to the contrary, neither Declarant nor any of the Declarant's activities shall in any way be subjected to the control of or under the jurisdiction of the Architectural Committee, Without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of improvements, sales and leasing offices, and similar facilities, and to post signs incidental to construction, sales, and leasing anywhere within the property.
- 6.06 <u>Assignment of Declarant.</u> Not Withstanding any provision on this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights, and duties under this Declaration to any other person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights, and duties hereunder.

6.07 Construction.

- (A) <u>Restrictions Severable</u>. The provisions of the Hickory Ridge Residential Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.
- (B) <u>Singular Includes Plural</u>. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine, or neuter shall each include the masculine, feminine, and neuter.
- (C) <u>Captions.</u> All Captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs, sections or articles.

- (D) <u>Deadlines on Business Day.</u> If any deadline in this Declaration should fall on a Saturday, Sunday, or a Texas federal holiday, such deadline shall automatically be extended to the next business day.
- (E) <u>Choice of Law.</u> This Declaration shall be construed in accordance with laws of the State of Texas.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the <u>13th</u> day of <u>August</u>, 2014.

Wayne and Carolyn Bush, Individually

Wayne Bush, Individually

Carolyn Bush, Individually

STATE OF TEXAS

COUNTY OF ROBERTSON

This instrument was acknowledged before me on the 13th day of <u>August</u>, 2014 by Wayne and Carolyn Bush, Individually,

DEBORAH K. BLACK
MY COMMISSION EXPIRES
June 18, 2017

NOTARY PUBLIC, State of Texas

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