



Office of the Secretary of State

CERTIFICATE OF FILING OF

THE LANDING AT HERITAGE OAKS HOMEOWNERS ASSOCIATION, INC.
File Number: 804027260

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 04/19/2021

Effective: 04/19/2021



A handwritten signature in black ink, appearing to read "Ruth R. Hughs".

Ruth R. Hughs
Secretary of State

Form 202

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709



Certificate of Formation
Nonprofit Corporation

Filed in the Office of the
Secretary of State of Texas
Filing #: 804027260 04/19/2021
Document #: 1044166380003
Image Generated Electronically
for Web Filing

Filing Fee: \$25

Article 1 - Corporate Name

The filing entity formed is a nonprofit corporation. The name of the entity is :

THE LANDING AT HERITAGE OAKS HOMEOWNERS ASSOCIATION, INC.

Article 2 – Registered Agent and Registered Office

A. The initial registered agent is an organization (cannot be corporation named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

RICHARD WISSINGER

C. The business address of the registered agent and the registered office address is:

Street Address:

2133 DOWNING STREET BELTON TX 76513

Consent of Registered Agent

A. A copy of the consent of registered agent is attached.

OR

B. The consent of the registered agent is maintained by the entity.

Article 3 - Management

A. Management of the affairs of the corporation is to be vested solely in the members of the corporation.

OR

B. Management of the affairs of the corporation is to be vested in its board of directors. The number of directors, which must be a minimum of three, that constitutes the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting or until their successors are elected and qualified are set forth below.

Director 1: **RICHARD WISSINGER**

Title: **Director**

Address: **2133 DOWNING STREET BELTON TX, USA 76513**

Director 2: **TERRYLYNN SCHRIMSHER**

Title: **Director**

Address: **1306 N. PENELOPE BELTON TX, USA 76513**

Director 3: **HENRY JUDD**

Title: **Director**

Address: **7112 CALABRIA COURT #E SAN DIEGO CA, USA 92122**

Article 4 - Organization Structure

A. The corporation will have members.

or

B. The corporation will not have members.

Article 5 - Purpose

The corporation is organized for the following purpose or purposes:

The Corporation is organized to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as THE LANDING AT HERITAGE OAKS, an addition to the

City of Temple, Bell County, Texas; and to promote the health, safety and welfare of the residents within this property and any additions brought within the Jurisdiction of this Corporation, and for this purpose to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as stated in the Declaration of Covenants, Conditions and Restrictions ("Declaration") applicable to the property and recorded or to be recorded with the county clerk of Bell County, Texas, and as amended, the Declaration being incorporated here as if set forth at length;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses connected with assessments and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association; and

(c) Have and exercise any and all powers, rights and privileges which a corporation organized under the nonprofit corporation laws of the State of Texas by law may have or exercise.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Effectiveness of Filing

A. This document becomes effective when the document is filed by the secretary of state.

OR

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Organizer

The name and address of the organizer are set forth below.

J. ERIC STOEBNER 2106 BIRD CREEK DRIVE, TEMPLE, TEXAS 76502

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

J. ERIC STOEBNER

Signature of organizer.

FILING OFFICE COPY



Office of the Secretary of State

April 22, 2021

Attn: W. RANDY HARRELL

W. RANDY HARRELL
2106 Bird Creek Dr
Temple, TX 76502 USA

RE: THE LANDING AT HERITAGE OAKS HOMEOWNERS ASSOCIATION, INC.
File Number: 804027260

It has been our pleasure to file the certificate of formation and issue the enclosed certificate of filing evidencing the existence of the newly created nonprofit corporation.

Nonprofit corporations do not automatically qualify for an exemption from federal and state taxes. Shortly, the Comptroller of Public Accounts will be contacting the corporation at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the corporation. Information about franchise tax, and contact information for the Comptroller's office, is available on their web site at <https://window.state.tx.us/taxinfo/franchise/index.html>. For information on state tax exemption, including applications and publications, visit the Comptroller's Exempt Organizations web site at <https://window.state.tx.us/taxinfo/exempt/index.html>. Information on exemption from federal taxes is available from the Internal Revenue Service web site at <https://www.irs.gov>.

Nonprofit corporations do not file annual reports with the Secretary of State, but do file a report not more often than once every four years as requested by the Secretary. It is important for the corporation to continuously maintain a registered agent and office in Texas as this is the address to which the Secretary of State will send a request to file a periodic report. Failure to maintain a registered agent or office in Texas, failure to file a change to the agent or office information, or failure to file a report when requested may result in the involuntary termination of the corporation. Additionally, a nonprofit corporation will file documents with the Secretary of State if the corporation needs to amend one of the provisions in its certificate of formation. If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555
Enclosure

EIN Assistant

Your Progress: 1. Identity ✓ 2. Authenticate ✓ 3. Addresses ✓ 4. Details ✓ **5. EIN Confirmation**

Congratulations! Your EIN has been successfully assigned.


EIN Assigned: **86-3479339**

Legal Name: **LANDING AT HERITAGE OAKS
HOMEOWNERS ASSOCIATION INC**

IMPORTANT:

Save and/or print this page and the confirmation letter below for your permanent records.



The confirmation letter below is your official IRS notice and contains important information regarding your EIN.

 [CLICK HERE for Your EIN Confirmation Letter](#) [Help with saving and printing your letter](#)

Once you have saved or printed your letter, click "Continue" to get additional information about using your new EIN.

Continue >>

Help Topics

-  [What if I do not have access to a printer at this time?](#)
-  [Can I access this letter at a later date?](#)

Date of this notice: 04-26-2021

Employer Identification Number:
86-3479339

Form: SS-4

Number of this notice: CP 575 A

LANDING AT HERITAGE OAKS
HOMEOWNERS ASSOCIATION INC
2133 DOWNING ST
BELTON, TX 76513

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 86-3479339. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120H

04/15/2022

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is LAND. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Keep this part for your records.

CP 575 A (Rev. 7-2007)

Return this part with any correspondence
so we may identify your account. Please
correct any errors in your name or address.

CP 575 A

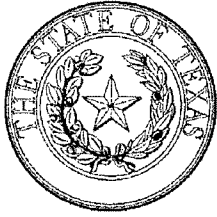
9999999999

Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 04-26-2021
EMPLOYER IDENTIFICATION NUMBER: 86-3479339
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023
|||

LANDING AT HERITAGE OAKS
HOMEOWNERS ASSOCIATION INC
2133 DOWNING ST
BELTON, TX 76513



**Acceptance of Appointment
and
Consent to Serve as Registered Agent
§5.201(b) Business Organizations Code**

The following form may be used when the person designated as registered agent in a registered agent filing is an individual.

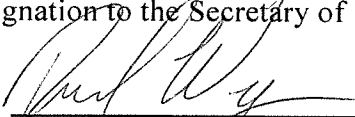
Acceptance of Appointment and Consent to Serve as Registered Agent

I acknowledge, accept and consent to my designation or appointment as registered agent in Texas for
THE LANDING AT HERITAGE OAKS HOMEOWNERS ASSOCIATION, INC.

Name of represented entity

I am a resident of the state and understand that it will be my responsibility to receive any process, notice, or demand that is served on me as the registered agent of the represented entity; to forward such to the represented entity; and to immediately notify the represented entity and submit a statement of resignation to the Secretary of State if I resign.

x:


Signature of registered agent

RICHARD WISSINGER
Printed name of registered agent

04-26-2021
Date (mm/dd/yyyy)

The following form may be used when the person designated as registered agent in a registered agent filing is an organization.

Acceptance of Appointment and Consent to Serve as Registered Agent

I am authorized to act on behalf of

Name of organization designated as registered agent

The organization is registered or otherwise authorized to do business in Texas. The organization acknowledges, accepts and consents to its appointment or designation as registered agent in Texas for:

Name of represented entity

The organization takes responsibility to receive any process, notice, or demand that is served on the organization as the registered agent of the represented entity; to forward such to the represented entity; and to immediately notify the represented entity and submit a statement of resignation to the Secretary of State if the organization resigns.

x:

Signature of person authorized to act on behalf of organization

Printed name of authorized person

Date (mm/dd/yyyy)

**MINUTES OF THE ORGANIZATIONAL MEETING OF
THE BOARD OF DIRECTORS OF
THE LANDING AT HERITAGE OAKS HOMEOWNERS ASSOCIATION, INC.**

The organizational meeting of the Board of Directors of THE LANDING AT HERITAGE OAKS HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, was held at 2133 DOWNING STREET, BELTON, TEXAS 76513, on 4/26/21

The undersigned, being all of the members of the initial Board of Directors of THE LANDING AT HERITAGE OAKS HOMEOWNERS ASSOCIATION, INC. named in the Corporation's Certificate of Formation filed with the Secretary of State of Texas were present. The undersigned waived notice of the meeting as evidenced by the attached Waiver of Notice signed and appended hereto.

RICAHRD WISSINGER was appointed Chairman of the meeting and TERRYLYNN SCHRIMSHER was appointed Secretary of the meeting.

CERTIFICATE OF FORMATION

The Secretary then presented and read to the meeting a copy of the Certificate of Formation and reported that the original thereof was filed in the office of the Secretary of State of the State of Texas on APRIL 19, 2021, and that the Secretary of State issued a formal Acknowledgment of Filing to the Corporation on that date. The Secretary presented the Acknowledgment of Filing annexed to an approved duplicate of the Certificate of Formation as filed and it was ordered inserted into the corporate record book.

BYLAWS

The Secretary then presented a proposed form of bylaws. The proposed bylaws were read to the meeting, considered and upon motion duly made, seconded and carried, were adopted as and for the Bylaws of the Corporation and ordered signed and inserted into the corporate record book. The Secretary of the Corporation was instructed to maintain a copy of the Bylaws at the principal office of the Corporation available for inspection by the members of the Corporation.

PRINCIPAL OFFICE

Upon motion duly made, seconded and carried, it was

RESOLVED, that the Corporation's principal office be located and maintained at 2133 DOWNING STREET, BELTON, TEXAS 76513, and that meetings of the Board of Directors from time to time may be held either at the principal office or at such other place as the board of directors shall from time to time order.

MINUTE BOOK AND CORPORATE RECORDS

The Secretary submitted to the meeting the corporate record book for maintenance of the Corporation's records. Upon motion duly made, seconded and carried, it was

RESOLVED, that the corporate record book is adopted as the record book of the Corporation, and further,

RESOLVED, that the Corporation maintain appropriate corporate records in the corporate record book, including but not limited to originals, copies or certified copies of the Corporation's original and any amended, corrected or restated, Acknowledgment of Filing, Certificate of Formation, Bylaws, minutes of meetings, and written consents.

OFFICERS

The Chairman of the meeting then called for the election of officers of the Corporation. The following persons were nominated to the office preceding their name:

<u>Office</u>	<u>Name</u>
President	Richard Wissinger
Vice President	Henry Judd
Secretary	TerryLynn Schrimsher
Treasurer	Henry Judd

No further nominations being made, the nominations were closed and the directors proceeded to vote on the nominees. The Chairman announced that the foregoing nominees were elected to the offices set before their respective names to serve as such at the pleasure of the Board of Directors or pursuant to the terms of any written employment agreement executed by the Corporation and the respective officer.

BANK ACCOUNT

Upon motion duly made, seconded and carried, it was

RESOLVED, that the Corporation establish in its name one or more accounts with one or more financial institutions on such terms and conditions as may be agreed with said financial institutions, and that the officers of the Corporation are authorized to execute any resolutions required by said financial institutions for such accounts and to designate the person or persons authorized to write checks on such accounts on behalf of the Corporation.

ORGANIZATIONAL COSTS

Upon motion duly made, seconded and carried, it was

RESOLVED, that the attorney's fees, filing fees and other expenses and charges incurred and that may be incurred by the Corporation or persons acting on behalf of the Corporation in

connection with the formation of the Corporation are reasonable and shall be paid or reimbursed by the Corporation.


FURTHER INSTRUCTIONS TO OFFICERS

Upon motion duly made, seconded and carried, it was

RESOLVED, that the officers of the Corporation are authorized to do all things and take all action necessary and helpful to carry out the above resolutions and all acts of the officers and any persons acting for the Corporation which are consistent with the above resolutions are ratified and adopted as the acts of the Corporation.

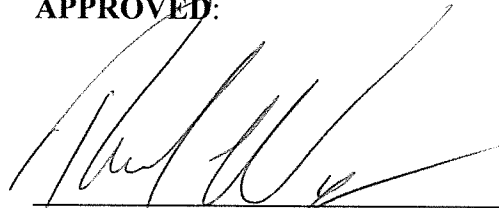
The Chairman asked whether there was any further business to come before the Directors at this meeting, and there being no response, the meeting was adjourned.

DATE: 4/26/21

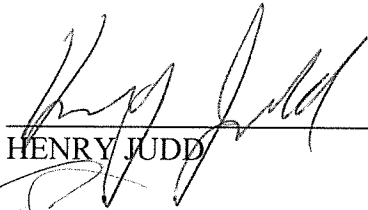


TerryLynn Schrimsher, Secretary

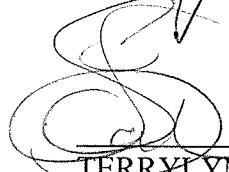
APPROVED:



RICHARD WISSINGER



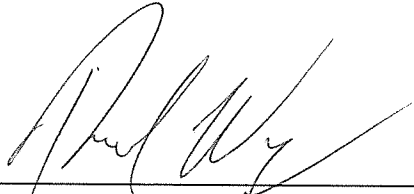
HENRY JUDD



TERRYLYNN SCHRIMSHER

WAIVER OF NOTICE AND CONSENT

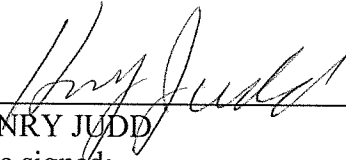
RESOLVED, that the undersigned, being all of the members of the initial Board of Directors of THE LANDING AT HERITAGE OAKS HOMEOWNERS ASSOCIATION, INC. named in the Corporation's Certificate of Formation filed with the Secretary of State of Texas by approving the Minutes of the Organizational Meeting of the Directors, and by this resolution, do hereby waive notice of the time and place of the meeting, consent to the meeting and approve the contents of the Minutes of the Organizational Meeting of the Directors.



RICHARD WISSINGER

Date signed: _____

4-26-2021



HENRY JUDD

Date signed: _____

4/26/21



TERRYLYNN SCHRIMSHER

Date signed: _____

4/26/21

**Bylaws of
The Landing at Heritage Oaks Homeowners Association, Inc.**

Basic Information

- Home Owners Association:** The Landing at Heritage Oaks Homeowners Association, Inc., established by the certificate of formation filed with the secretary of state of Texas on April 19, 2021, under file number 804027260.
- Principal Office:** 2133 Downing Street, Belton, Texas 76513. The Home Owners Association may have other offices.
- Declaration:** The Correction Declaration of Restrictive Covenants of The Landing at Heritage Oaks, recorded in the real property records of Bell County, Texas, as Instrument No. 2021024076.
- Definitions:** Capitalized terms used but not defined herein have the meaning set forth in the Declaration.
- Voting Members:** Members entitled to vote or their proxies. Any Member delinquent in payment of any Assessment is not a Voting Member.

A. Members

A.1. Membership. Every Owner is a Member of the Home Owners Association. Membership is appurtenant to and may not be separated from ownership of a Lot. The Home Owners Association has two classes of voting Members:

A.1.a. Class A. Class A Members are all Owners, other than Declarant. Class A Members have one vote per Lot. When more than one person is an Owner, each is a Class A Member, but only one vote may be cast for a Lot.

A.1.b. Class B. The Class B Member is Declarant and has fifteen (15) votes for each Lot owned. The Class B membership ceases and converts to Class A membership on the date specified in the Declaration.

A.2. Place of Meeting. Members meetings will be held at the Home Owners Association's Principal Office or at another place designated by the Board.

A.3. Annual Meetings. The first Members meeting will be held within four months after the formation of the Home Owners Association. Subsequent regular annual Members meetings will be held on the second Tuesday of April of each succeeding calendar year at 7:00 p.m. unless otherwise determined by the Board.

A.4. Special Meetings. The president may call special meetings. The president must

call a special meeting if directed by the Board or by a petition signed by 20 percent of the Class A Voting Members.

A.5. Notice of Meetings, Election, and Vote. Written notice stating the place, day, and hour of each Members meeting, other than a reconvened meeting, must be given to each Member not less than ten nor more than sixty days before the meeting. For voting not at a meeting, notice must be given not later than the twentieth day before the latest day on which a ballot may be submitted to be counted. The special Members meeting notices must also state the meeting's purpose, and no business may be conducted except as stated in the notice. Notice to a Member must state the purpose of an association-wide election or vote and is deemed given when hand delivered or mailed. If mailed, notice is deemed given (whether actually received or not) when deposited with the United States Postal Service, postage prepaid.

A.6. Waiver of Notice. A Member may, in writing, waive notice of a meeting. Attendance at a meeting is a waiver of notice of the meeting, unless the Member objects to lack of notice when the meeting is called to order.

A.7. Quorum. A majority of the Voting Members is a quorum. If a Members meeting cannot be held because a quorum is not present, a majority of the Voting Members who are present may adjourn the meeting. At the reconvened meeting, 25 percent of the Voting Members is a quorum. If a quorum is not present, a majority of the Voting Members who are present may adjourn the meeting. At the second reconvened meeting, a majority of the Board is a quorum. Written notice of the place, date, and hour of each reconvened meeting must be given to each Member not more than 30 days nor less than five days before the reconvened meeting.

A.8. Majority Vote. Voting by Members may be at a meeting or outside of a meeting. Voting must be as required by law. Votes representing more than 50 percent of the Voting Members present at a meeting at which a quorum is present are a majority vote.

A.9. Proxies. Voting Members may vote by written proxy.

A.10. Conduct of Meetings. The president will preside over Members meetings. The secretary will keep minutes of the meetings and will record in a minutes book the votes of the members.

B. Board

B.1. Governing Body; Composition. The affairs of the Home Owners Association are governed by the Board. Each director has one vote. The initial Board is composed of the directors appointed in the certificate of formation. Each director must be a Member or, in the case of an entity Member, a person designated in writing to the secretary.

B.2. Number of Directors. The Board consists of not less than three nor more than seven directors. Within those limits, the Board may change the number of directors. No decrease may shorten the term of a director.

B.3. Term of Office. The initial directors serve until the first annual meeting of Members. The terms of directors will be staggered. At least one-third of the Board will be elected each year. The initial Board will determine the initial term, not to exceed three years, of each director. At the expiration of the initial term of a director, each successor will have a term of two years. Directors may serve consecutive terms.

B.4. Election. At the first annual meeting of Members, the Voting Members will elect directors to succeed the initial directors. At subsequent annual Members meetings, successors for each director whose term is expiring will be elected. Cumulative voting is prohibited. The candidate or candidates receiving the most votes will be elected. The directors elected by the Voting Members will hold office until their respective successors have been elected.

B.5. Removal of Directors and Vacancies

B.5.a. Removal by Members. Any director may be removed, with or without cause, by a majority of the Voting Members. Any director whose removal is sought will be given notice of the proposed removal.

B.5.b. Removal by Board. Any director may be removed at a Board meeting if the director-

- i. failed to attend three consecutive Board meetings;
- ii. failed to attend 50 percent of Board meetings within one year;
- iii. is delinquent in the payment of any Assessment for more than 90 days; or
- iv. is the subject of an enforcement by the Home Owners Association for violation of the Dedicatory Instruments.

B.5.c. Vacancies. A director's position becomes vacant if the director dies, becomes incapacitated, resigns, or is no longer a Member.

B.5.d. Successors. If a director is removed or a vacancy exists, a successor will be elected by the remaining directors for the remainder of the term.

B.6. Compensation. Directors will not receive compensation. A director may be reimbursed for expenses approved by the Board.

B.7. Powers. The Board has all powers necessary to administer the Home Owners Association's affairs.

B.8. Management. The Board may employ a managing agent ("Manager"). Declarant, or an affiliate of Declarant, may be the Manager.

B.9. Accounts and Reports. Accounting and controls must conform to good accounting practices. Accounts will not be commingled with accounts of other persons. The following financial reports will be prepared at least annually:

B.9.a. An income statement reflecting all income and expense activity for the preceding period.

B.9.b. A statement reflecting all cash receipts and disbursements for the preceding period.

B.9.c. A variance report reflecting the status of all accounts in an "actual" versus "approved" budget format.

B.9.d. A balance sheet as of the last day of the preceding period.

B.9.e. A delinquency report listing all Owners who are delinquent by more than 90 days in paying any Assessment and describing the status of any action to collect those delinquent Assessments.

B.10. Borrowing. The Board may borrow money to maintain, repair, or restore the Common Area without the approval of the Members. If approved in advance by the Members in the same manner as approving a Special Assessment, the Board may borrow money for any other purpose.

B.11. Rights of Association. With respect to the Common Area, and in accordance with the Declaration, the Home Owners Association will have the right to contract with any person for the performance of various duties and functions. Such agreements require the approval of the Board.

B.12. Enforcement Procedures

B.12.a. Notice. Before the Board may (i) suspend an Owner's right to use a Common Area, (ii) file a suit against an Owner other than a suit to collect any Assessment, (iii) foreclose the Home Owners Association's lien, (iv) charge an Owner for property damage, or (v) levy a fine for a violation of the Dedicatory Instruments, the Home Owners Association or its agent must give written notice to the Owner as required or permitted by law. The notice must describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the Home Owners Association from the Owner. The notice must also (i) inform the Owner that if the violation is curable and does not pose a threat to public health or safety, which means it could not materially affect the health or safety of an ordinary resident, the Owner is entitled to a reasonable period to cure the violation and avoid the fine or suspension unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months; (ii) indicate that the Owner may request a hearing in accordance with Texas Property Code section 209.007 on or before the thirtieth day after the date the notice was mailed to the Owner, (iii) state that the Owner may have special rights if the Owner is serving on active military duty, and (iv) state the date by which the Owner must cure a curable violation that does not pose a threat to public health and safety.

B.12.b. Hearing. If the Owner is entitled to an opportunity to cure the violation, the Owner has the right to submit a written request for a hearing to discuss and verify facts and

resolve the matter in issue before a committee appointed by the Board or before the Board if the Board does not appoint a committee. If a hearing is to be held before a committee, the notice must state that the Owner has the right to appeal the committee's decision to the Board by written notice to the Board.

The Home Owners Association must hold a hearing under this section not later than the thirtieth day after the date the Board receives the Owner's request for a hearing and must notify the Owner of the date, time, and place of the hearing not later than the tenth day before the date of the hearing. The Board or the Owner may request a postponement, and, if requested, a postponement will be granted for a period of not more than ten days. Additional postponements may be granted by agreement of the parties. The Owner or the Home Owners Association may make an audio recording of the meeting.

The hearing will be held in executive session affording the alleged violator a reasonable opportunity to be heard. Before any sanction hereunder becomes effective, proof of proper notice will be placed in the minutes of the meeting. Such proof will be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered the notice. The notice requirement will be satisfied if the alleged violator appears at the meeting. The minutes of the meeting will contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board may, but will not be obligated to, suspend any proposed sanction if the violation is cured within a seven-day period. Such suspension will not constitute a waiver of the right to sanction violations of the same or other provisions and rules by any person.

B.12.c. Appeal. Following hearing before a committee, if any, the violator will have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the managing agent, if any, president, or secretary within seven days after the hearing date.

B.12.d. Changes in Law. The Board may change the enforcement procedures set out in this section to comply with changes in law.

C. Board Meetings

C.1. Meetings. Except as permitted by law, all regular and special meetings of the Board must be open to the Owners. Except for a meeting held by electronic or telephonic means, a Board meeting must be held in a county in which all or part of the property in the subdivision is located or in a county adjacent to that county. A board meeting may be held by electronic or telephonic means, provided all Owners and Board Members have access to the communication at the meeting as required by law.

C.2. Notice. Owners and Board Members must be given notice of the date, hour, place, and general subject of a regular or special Board meeting, including a general description of any matter to be brought up for deliberation in executive session. Notice must be given as required by law.

C.3. Waiver of Notice. The actions of the Board at any meeting are valid if (a) a quorum is present and (b) either proper notice of the meeting was given to each director or a written waiver of notice is given by any director who did not receive proper notice of the meeting. Proper notice of a meeting will be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of proper notice.

C.4. Quorum of Board. At all meetings, a majority of the Board will constitute a quorum, and the votes of a majority of the directors present at a meeting at which a quorum is present constitutes the decision of the Board. If the Board cannot act because a quorum is not present, a majority of the directors who are present may adjourn the meeting to a date not less than three nor more than 15 days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business that may have been transacted at the meeting originally called may be transacted without further notice.

C.5. Conduct of Meetings. The president will preside at Board meetings. The secretary will keep minutes of the meetings and will record in a minute book the votes of the directors. The Board meeting will be conducted as required by law.

C.6. Proxies. Directors may vote by written proxy.

D. Officers

D.1. Officers. The officers of the Home Owners Association are a president, vice president, secretary, and treasurer, to be elected from the Members. The Board may appoint other officers having the authority and duties prescribed by the Board. Any two or more offices may be held by the same person, except the offices of president and secretary.

D.2. Election, Term of Office, and Vacancies. Officers will be elected annually by the Board at the first meeting of the Board following each annual meeting of the Voting Members. A vacancy in any office may be filled by the Board for the unexpired portion of the term.

D.3. Removal. The Board may remove any officer whenever, in the Board's judgment, the interests of the Home Owners Association will be served thereby.

D.4. Powers and Duties. Officers have such powers and duties as are generally associated with their respective offices and as may be specifically conferred by the Board. The president is the chief executive officer of the Home Owners Association. The treasurer has primary responsibility for the preparation of the budget and financial reports and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

D.5. Resignation. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Resignation takes effect on the date of the receipt of the notice or at any later time specified in the notice.

E. Committees

The Board may establish committees by resolution and authorize the committees to perform the duties described in the resolution.

F. Miscellaneous

F.1. Fiscal Year. The Board may establish the Home Owners Association's fiscal year by resolution. In the absence of a Board resolution determining otherwise, the Home Owners Association's fiscal year is a calendar year.

F.2. Rules for Meeting. The Board may adopt rules for the conduct of meetings of Members, Board, and committees.

F.3. Conflict. The Declaration controls over these Bylaws.

F.4. Inspection of Books and Records

F.4.a. Inspection by Member. After a written request to the Home Owners Association, a Member may examine and copy, in person or by agent, any Home Owners Association books and records relevant to that purpose. The Board may establish rules concerning the (i) written request; (ii) hours, days of the week, and place; and (iii) payment of costs related to a Member's inspection and copying of books and records.

F.4.b. Inspection by Director. A director has the right, at any reasonable time, and at the Home Owners Association's expense, to (i) examine and copy the Home Owners Association's books and records at the Home Owners Association's Principal Office and (ii) inspect the Home Owners Association's properties.

F.5. Notices. Any notice required or permitted by the Dedicatory Instruments must be in writing. Notices regarding enforcement actions must be given as required or as permitted by law. All other notices may be given by regular mail. Notice by mail is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed to (a) a Member at the Member's last known address according to the Home Owners Association's records; and (b) the Home Owners Association, the Board, or a managing agent at the Home Owners Association's Principal Office or another address designated in a notice to the Members. Unless otherwise required by law or the Dedicatory Instruments, actual notice, however delivered, is sufficient.

F.6. Amendment. These Bylaws may be amended at any time by the vote of 2/3 of the Voting Members in the Home Owners Association. This provision will not be construed as limiting the Board's power to amend the enforcement procedures to comply with changes in law.

The Landing at Heritage Oaks Homeowners Association, Inc., a Texas nonprofit corporation, by:

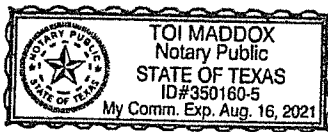
Richard Wissinger, President

TerryLynn Schrimsher, Secretary

STATE OF TEXAS)

COUNTY OF BELL)

This instrument was acknowledged before me on April 26, 2021, by Richard Wissinger, President of The Landing at Heritage Oaks Homeowners Association, Inc., a Texas nonprofit corporation, on behalf of said nonprofit corporation.

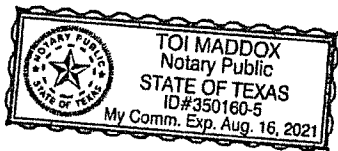


Toi Maddox
Notary Public, State of Texas
My commission expires: 8/16/21

STATE OF TEXAS)

COUNTY OF BELL)

This instrument was acknowledged before me on April 26, 2021, by TerryLynn Schrimsher, Secretary of The Landing at Heritage Oaks Homeowners Association, Inc., a Texas nonprofit corporation, on behalf of said nonprofit corporation.



Toi Maddox
Notary Public, State of Texas
My commission expires: 8/16/21



Bell County
Shelley Coston
County Clerk
Belton, Texas 76513

Instrument Number: 2021025611

As
BYLAWS

Recorded On: April 27, 2021

Parties: LANDING AT HERITAGE OAKS HOMEOWNERS ASSOCIATION INC

To EX PARTE

Comment:

Billable Pages: 8

Number of Pages: 9

(Parties listed above are for Clerks' reference only)

**** Examined and Charged as Follows ****

CLERKS RMF:	\$5.00
COURT HOUSE SECURITY:	\$1.00
RECORDING:	\$33.00
Total Fees:	\$39.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

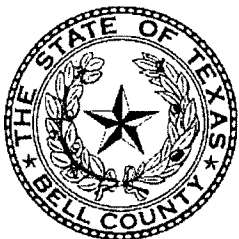
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information

Instrument Number: 2021025611
Receipt Number: 192249
Recorded Date/Time: 04/27/2021 10:02:01 AM
User / Station: frysr - BCCCD0640

Record and Return To:

Harrell, Stoebner & Russell, P.C.
2106 BIRDCREEK DR
TEMPLE, TX 76502-1020



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Real Property Records in Bell County, Texas

Shelley Coston
Bell County Clerk

**The Landing at Heritage Oaks Homeowners Association, Inc.
Management Certificate**

Name of Subdivision: The Landing at Heritage Oaks

Subdivision Recording Data: The plat of the Subdivision recorded as instrument no. 2021-22313, Official Public Records, Bell County, Texas

Declaration Recording Data: The Declaration recorded as instrument no. 20210024076, Official Public Records, Bell County, Texas

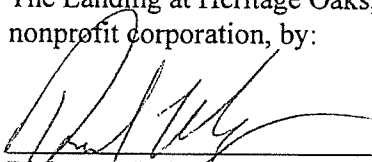
Name of Association: The Landing at Heritage Oaks Homeowners Association, Inc., a Texas nonprofit corporation

Mailing Address of Association: PO Box 803, Belton, TX 76513

Name of Person Managing Association or Association's Designated Representative: Richard Wissinger

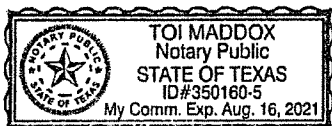
Mailing Address of Person Managing Association or Association's Designated Representative: PO Box 803, Belton, TX 76513

The Landing at Heritage Oaks, Inc., a Texas nonprofit corporation, by:



Richard Wissinger, President

This instrument was acknowledged before me by Richard Wissinger, President of The Landing at Heritage Oaks Homeowners Association, Inc., a Texas nonprofit corporation, as an act of the corporation, on April 26, 2021, 2021.



Toi Maddox
Notary Public



Bell County
Shelley Coston
County Clerk
Belton, Texas 76513

Instrument Number: 2021025610

As
CERTIFICATE

Recorded On: April 27, 2021

Parties: LANDING AT HERITAGE OAKS HOA INC

To EX PARTE

Comment:

Billable Pages: 1

Number of Pages: 2

(Parties listed above are for Clerks' reference only)

**** Examined and Charged as Follows ****

CLERKS RMF:	\$5.00
COURT HOUSE SECURITY:	\$1.00
RECORDING:	\$5.00
Total Fees:	\$11.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

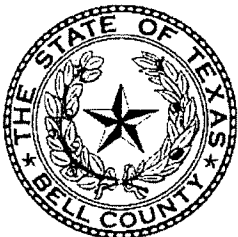
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information

Instrument Number: 2021025610
Receipt Number: 192249
Recorded Date/Time: 04/27/2021 10:02:00 AM
User / Station: frys - BCCCD0640

Record and Return To:

Harrell, Stoebner & Russell, P.C.
2106 BIRDCREEK DR
TEMPLE, TX 76502-1020



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Real Property Records in Bell County, Texas

Shelley Coston
Bell County Clerk

**The Landing at Heritage Oaks Homeowners Association, Inc.
Document Retention Policy**

Subdivision: The Landing at Heritage Oaks

Property Owners Association: The Landing at Heritage Oaks Homeowners Association, Inc., a Texas nonprofit corporation

This Document Retention Policy is adopted in accordance with Texas Property Code section 209.005 and supersedes any policy regarding retention and destruction of Documents that may have previously been in effect. This Document Retention Policy will be effective when recorded in the real property records of Bell County, Texas.

1. Definitions.

(a) Generally. The following words and phrases when used in this Document Retention Policy have the following meanings:

(1) The terms “Destroy” and “Destroyed” mean to destroy, discard, shred, burn, delete, chemically treat, purge, or otherwise eliminate Documents as may be appropriate.

(2) The term “Document” means any written, typed, or printed matter and all magnetic, electronic, or other records or documentary material generated or received by the Association in connection with transacting its business or related to the Association’s legal obligations. The term “Document” includes but is not limited to writings, drawings, reports, graphs, charts, diagrams, correspondence, telegrams, memoranda, notes, records, minutes, contracts, agreements, records or notations of telephone or personal conversations or conferences, interoffice communications, electronic mail, microfilm, microfiche, bulletins, circulars, pamphlets, photographs, faxes, invoices, audio and visual recordings, computer printouts, drafts, résumés, logs, worksheets, and other information that is stored in magnetic, optical, digital, or other electronic-storage media from which the information can be obtained and examined, such as hard drives, floppy disks, CD-ROMs, DVDs, tapes, smart cards, integrated-circuit cards (e.g., SIM cards), other removable media (e.g., flash drives, Zip drives, Jaz cartridges), and the files within which any such items are maintained.

(3) The term “Official Files” means the files maintained by the Manager. The term “Official Files” expressly excludes Documents subject to the attorney-client privilege and the work-product privilege maintained by the Association’s legal counsel.

(b) Other Capitalized Terms. Any other capitalized term in this Document Retention Policy that is not defined in this Document Retention Policy will have the meaning set forth in, as applicable, (1) the Declaration of Restrictive Covenants for The Landing at Heritage Oaks (as amended or restated from time to time), or (2) the Bylaws

of The Landing at Heritage Oaks Homeowners Association, Inc., a Texas nonprofit corporation (as amended or restated from time to time).

2. Policy.

(a) It is the Association's policy to maintain complete, accurate, and high-quality Documents. Documents are to be retained for the period of their immediate use, unless longer retention is required for historical reference, contractual or legal requirements, or other purposes as set forth in this Document Retention Policy.

(b) Documents may be maintained in paper format or in an electronic format that can be readily transferred to paper.

(c) Documents that are no longer required, or have satisfied their recommended period of retention, will no longer be records of the Association and may be Destroyed.

(d) The Manager is responsible for ensuring that Documents within its area of assigned responsibility are identified, retained, stored, protected, and subsequently Destroyed in accordance with the guidelines set forth in this Document Retention Policy.

3. Compliance. This Document Retention Policy is not intended to be exhaustive and, accordingly, will be implemented to meet the specific needs of the Association. The retention periods specified in the Retention Schedule are guidelines based on the current retention periods set forth in current laws, industry custom, and practice.

4. Record Retention Schedule.

(a) Documents must be retained in accordance with the following retention schedule ("Retention Schedule"):

(1) Certificates of formation, bylaws, restrictive covenants, and all amendments to the certificates of formation, bylaws, and covenants shall be retained permanently.

(2) Financial books and records shall be retained for seven years.

(3) Account records of current owners shall be retained for five years.

(4) Contracts with a term of one year or more shall be retained for four years after the expiration of the contract term.

(5) Minutes of meetings of the owners and the board shall be retained for seven years.

(6) Tax returns and audit records shall be retained for seven years.

(b) The retention periods specified in the Retention Schedule for particular Documents are intended as guidelines. In particular circumstances, the Manager and the Board may

determine that either a longer or shorter retention period is warranted, as long as the retention period does not violate current law.

5. **Directors.** The Association does not require Directors to maintain any Documents. Directors, in their discretion, may Destroy copies of Documents generated by the Association if the Association maintains the originals of the Documents in the Official Files. However, if Directors receive Documents relating to the Association that were not generated by the Association or received through the Association, Directors must send the originals of the Documents (or copies, if originals are not available) to the Manager to be maintained in the Official Files.

6. **Annual Purge of Files.**

(a) The Manager and each Director electing to maintain Documents must conduct an annual purge of files that are under their respective control. The annual purge of files must be completed within the first quarter of each calendar year for Documents relating to prior years.

(b) When a Director ceases to be a Director, the Director must either Destroy or turn over to the Manager all Documents relating to the business of the Association in the Director's possession or control. If the Documents are turned over, from that time forward, the Manager will have the responsibility to conduct the annual purge of files maintained by the former Director.

7. **Destruction Procedure.**

(a) If the Documents to be purged are of public record, the Documents will be recycled. If recycling is not economically feasible, the Documents may be Destroyed.

(b) If the Documents to be purged are not of public record, the Documents will be recycled as long as any confidential information contained in the Documents can be preserved; otherwise, the Documents will be Destroyed in order to preserve the confidential nature of the information.

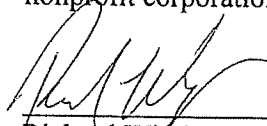
8. **Certification.** Following the annual purge of files, the Manager, on request by the Board, must certify in writing that all Documents under its control conform to the guidelines set forth in this Document Retention Policy.

9. **Copies of Originals.** Copies of any Document may be recycled or Destroyed (as appropriate) at any time, regardless of age, as long as an original of the Document is maintained in the Official Files.

10. **Onset of Litigation.** If litigation has commenced, or if it is reasonably foreseeable that litigation may be imminent, all Documents potentially relevant to the dispute must be preserved. At the direction of the Association's legal counsel, the Manager will advise the Board and any other person who may maintain Documents of the facts relating to the litigation. Thereafter, all Documents potentially relevant to the dispute will be deemed "held" until the litigation is concluded and all appeal periods have expired. At the conclusion of the litigation, the

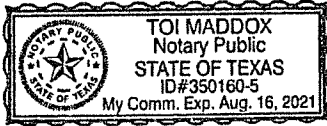
“hold” period will cease and the time periods provided in the Retention Schedule will apply to the Documents.

The Landing at Heritage Oaks, Inc., a Texas nonprofit corporation, by:



Richard Wissinger, President

This instrument was acknowledged before me by Richard Wissinger, President of The Landing at Heritage Oaks Homeowners Association, Inc., a Texas nonprofit corporation, as an act of the corporation, on April 26, 2021.




Notary Public



Bell County
Shelley Coston
County Clerk
Belton, Texas 76513

Instrument Number: 2021025612

As
POLICY

Recorded On: April 27, 2021

Parties: LANDING AT HERITAGE OAKS HOA INC

To LANDING AT HERITAGE OAKS

Comment:

Billable Pages: 4

Number of Pages: 5

(Parties listed above are for Clerks' reference only)

**** Examined and Charged as Follows ****

CLERKS RMF:	\$5.00
COURT HOUSE SECURITY:	\$1.00
RECORDING:	\$17.00
Total Fees:	\$23.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

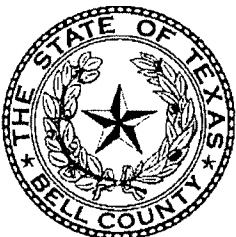
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information

Instrument Number: 2021025612
Receipt Number: 192249
Recorded Date/Time: 04/27/2021 10:02:02 AM
User / Station: frysr - BCCCD0640

Record and Return To:

Harrell, Stoebner & Russell, P.C.
2106 BIRDCREEK DR
TEMPLE, TX 76502-1020



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Real Property Records in Bell County, Texas

Shelley Coston
Bell County Clerk

**The Landing at Heritage Oaks Homeowners Association, Inc.
Records Production and Copying Policy**

Subdivision: The Landing at Heritage Oaks

Property Owners Association: The Landing at Heritage Oaks Homeowners Association, Inc., a Texas nonprofit corporation

This Records Production and Copying Policy (“Records Policy”) is adopted in accordance with Texas Property Code section 209.005 and supersedes any policy regarding inspection and copying of Records that may have previously been in effect. This Records Policy is effective when recorded in the real property records of Bell County, Texas.

1. Definitions.

(a) Generally. The following words and phrases when used in this Policy have the following meanings:

(1) The term “Business Days” means Monday through Friday, excluding federal holidays on which national banking associations in Bell County, Texas, are authorized to be closed.

(2) The terms “Record” or “Records” mean the books and records of the Association, including financial records. The terms “Record” or “Records” specifically exclude an attorney’s files and records relating to the Association and records of the Association subject to the attorney-client privilege and the work-product privilege.

(3) The term “Requesting Person” means an Owner, for himself or herself, or a person designated in writing by the Owner as the Owner’s agent, attorney, or certified public accountant.

(b) Other Capitalized Terms. Any other capitalized term in this Records Policy that is not defined in this Records Policy will have the meaning set forth in, as applicable, (1) the Declaration of Restrictive Covenants for The Landing at Heritage Oaks Subdivision (as amended or restated from time to time), or (2) the Bylaws of The Landing at Heritage Oaks Homeowners Association, Inc., a Texas nonprofit corporation (as amended or restated from time to time).

2. Request to Inspect or Obtain Copies.

(a) A Requesting Person may submit a request to inspect or obtain copies of Records. The request must be submitted in writing and delivered to the Association by certified mail, return receipt requested, at the Association’s mailing address as reflected on the Association’s most current management certificate recorded in the real property records of Bell County, Texas.

(b) A written request to inspect or obtain copies of Records must identify with sufficient detail the Records requested and contain an election either to have the Association forward copies of the identified Records or to inspect the Records requested. If the Requesting Person elects to have the Association forward copies of the identified Records, the request must indicate the address to which the Requesting Person desires to have the Records forwarded, as well as one of the available formats and delivery methods below:

(1) Format: electronic files, compact disc, or paper copies.

(2) Delivery method: e-mail, certified mail, or pickup.

3. Response to Request. Within ten (10) Business Days after receipt of a written request under Section 2, the Association will provide one of the following as appropriate:

(a) the requested Records, if copies were requested and any required advance payment had been made;

(b) a written notice that the requested Records are available for inspection, specifying dates and times when the requested Records may be inspected by the Requesting Person during normal business hours at the Association's office;

(c) a written notice that the requested Records are available for delivery once payment of the cost to produce the requested Records is made and stating the cost;

(d) a written notice that a request for delivery does not contain sufficient information to identify the specific Records desired, the format, the delivery method, or the delivery address, as applicable;

(e) a written notice that the requested Records cannot be produced within ten (10) Business Days but will be available within fifteen (15) additional Business Days from the date of the notice and payment of the cost to produce the Records is made and stating the cost.

4. Guidelines for Inspection.

(a) A Requesting Person requesting to inspect Records must not disrupt the ordinary business activities of the office where the Records are kept during the inspection.

(b) No originals of any Records may be removed by a Requesting Person from the office where the Records are kept without the Association's express written consent.

(c) If a request is made to inspect Records and the Records are maintained in electronic format, the Requesting Person will be given access to equipment to view the electronic records. The Association will not be required to transfer the electronic records to paper format unless the Requesting Person agrees to pay the cost of producing the copies.

(d) If a Requesting Person inspecting Records requests copies of certain Records during

the inspection, the Association must provide them promptly, if possible, but no later than ten (10) Business Days after the inspection or payment of costs, whichever is later.

5. Costs.

(a) A Requesting Person is responsible for all costs associated with a request made under this Records Policy, including but not limited to copies, postage, supplies, labor, overhead, and third-party fees (such as archive document retrieval fees from off-site storage locations) as listed below:

- (1) black and white 8½" x 11" single-sided copies ... \$0.10 each;
- (2) black and white 8½" x 11" double-sided copies ... \$0.15 each;
- (3) color 8½" x 11" single-sided copies ... \$0.50 each;
- (4) color 8½" x 11" double-sided copies ... \$0.75 each;
- (5) oversized single-sided copies ... \$0.50 each;
- (6) oversized double-sided copies ... \$0.75 each;
- (7) PDF images of documents ... \$0.10 per page;
- (8) compact disc ... \$1.00 each;
- (9) DVD ... \$3.00 each;
- (10) labor and overhead ... \$18.00 per hour;
- (11) mailing supplies ... \$1.00 per mailing;
- (12) postage ... at cost;
- (13) other supplies ... at cost; and
- (14) third-party fees ... at cost.

(b) The Association will send the Requesting Person an estimate of the costs to respond, compile, produce, and reproduce the Records requested. Any costs associated with a Records request must be paid in advance of delivery by the Requesting Person. A Requesting Person who makes a request for Records and subsequently declines to accept delivery will be liable for payment of all costs under this Records Policy.

(c) In the Association's absolute discretion, and with the concurrence of the Owner, the

Association may agree to invoice the cost of the Records request to the Owner's account. The Owner must pay the total amount invoiced within thirty (30) days after the date a statement is mailed to the Owner. Any unpaid balance will accrue interest as Maintenance Charges as allowed under the Declarations.

6. **Waiver of Costs.** If, in the Association's discretion, a request for Records is deemed to be minimal, the Association may waive the costs under Section 5.

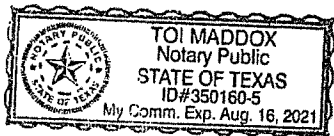
7. **Records of Individual Owners.** Unless the Association receives express written approval from the individual Owner whose records are the subject of a request for inspection or copying, the following Records are not available for inspection or copying by any Requesting Person:

- (a) the financial records associated with an individual Owner;
- (b) deed restriction violation details for an individual Owner; and
- (c) personal information, including contact information, other than an address for an individual Owner.

The Landing at Heritage Oaks, Inc., a Texas nonprofit corporation, by:

Richard Wissinger, President

This instrument was acknowledged before me by Richard Wissinger, President of The Landing at Heritage Oaks Homeowners Association, Inc., a Texas nonprofit corporation, as an act of the corporation, on April 26, 2021.



Toi Maddox
Notary Public



**Bell County
Shelley Coston
County Clerk
Belton, Texas 76513**

Instrument Number: 2021025613

As
POLICY

Recorded On: April 27, 2021

Parties: LANDING AT HERITAGE OAKS HOA INC

To LANDING HERITAGE OAKS

Comment:

Billable Pages: 4

Number of Pages: 5

(Parties listed above are for Clerks' reference only)

**** Examined and Charged as Follows ****

CLERKS RMF:	\$5.00
COURT HOUSE SECURITY:	\$1.00
RECORDING:	\$17.00
Total Fees:	\$23.00

******* DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *******

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

File Information

Instrument Number: 2021025613
 Receipt Number: 192249
 Recorded Date/Time: 04/27/2021 10:02:03 AM
 User / Station: frys - BCCCD0640

Record and Return To:

Harrell, Stoebner & Russell, P.C.
 2106 BIRDCREEK DR
 TEMPLE, TX 76502-1020



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Real Property Records in Bell County, Texas

Shelley Coston
 Bell County Clerk

The Landing at Heritage Oaks Homeowners Association, Inc. Payment Plan Policy

Subdivision: The Landing at Heritage Oaks

Property Owners Association: The Landing at Heritage Oaks Homeowners Association, Inc., a Texas nonprofit corporation

This Payment Plan Policy ("Policy") is adopted in accordance with Texas Property Code section 209.0062 and supersedes any policy regarding alternative payment schedules for assessments that may have previously been in effect. This Policy will be effective when recorded in the real property records of Bell County, Texas.

1. Definitions. All capitalized terms in this Policy that are not defined in this Policy will have the meaning set forth in, as applicable, (1) the Declaration of Restrictive Covenants for The Landing at Heritage Oaks Subdivision (as amended or restated from time to time), or (2) the Bylaws of The Landing at Heritage Oaks Homeowners Association, Inc., a Texas nonprofit corporation (as amended or restated from time to time).

2. Payment Plans.

(a) Right to Payment Plan. Subject to the terms of this Policy, Owners are entitled to make partial payments for delinquent amounts owed to the Association under an alternative payment schedule (each a "Payment Plan" and, collectively, "Payment Plans") in compliance with this Policy.

(b) Effect of Prior Payment Plan. The Association has no obligation to accept a Payment Plan from an Owner who has entered into a Payment Plan with the Association within the last twelve (12) months.

(c) Effect of Prior Default. The Association has no obligation to accept a Payment Plan from any Owner who has defaulted on the terms of a Payment Plan within the last two (2) years.

(d) Effect of Expiration of Cure Period. The Association has no obligation to accept a Payment Plan from an Owner more than thirty (30) days after the Owner receives a notice of default from the Association notifying the Owner of delinquent amounts and payment options and providing the Owner an opportunity to cure the delinquency.

3. Basic Plan Requirements.

(a) In Writing. All Payment Plans must be in writing on a form provided by the Association and signed by the Owner.

(b) Frequency and Amount of Payment. A Payment Plan must include sequential monthly payments. The total of all proposed payments must equal the total delinquent amount owed plus administrative fees, if any, plus the estimated accrued interest and late charges.

(c) Duration. Based on the guidelines below, a Payment Plan may be no shorter than three (3) months. The Association has no obligation to accept a Payment Plan for a term longer than eighteen (18) months. The following guidelines are provided to assist Owners in submitting a Payment Plan:

(1) If the total delinquent amount is less than two (2) times the annual Assessments for the Owner, the Payment Plan can have a stated term up to six (6) months in length.

(2) If the total delinquent amount is greater than two (2) times but less than three (3) times the annual Assessments for the Owner, the Payment Plan can have a stated term up to twelve (12) months in length.

(3) If the total delinquent amount is greater than three (3) times the annual Assessments for the Owner, the Payment Plan can have a stated term up to eighteen (18) months in length.

(d) Future Assessments. If an Owner requests a Payment Plan that will extend into the next fiscal period for Assessments, the Owner will be required to pay future Assessments before they become delinquent in addition to the payments specified in the Payment Plan.

(e) Sequential Payment Plans. On request of an Owner, the Association may approve more than one Payment Plan (to be executed in sequence) to assist the Owner in paying the total delinquent amount owed.

4. Date Payment Plan is Active. A Payment Plan becomes effective and is designated as “active” after the occurrence of all of the following:

(a) the Association’s receipt of a fully completed and signed Payment Plan on a form provided by the Association;

(b) the Association’s acceptance of the Payment Plan, as evidenced by the signature of an officer of the Association; and

(c) the Association’s receipt of the first payment under the Payment Plan.

5. Fees; Interest. Late fees, penalties, and delinquent collection fees will not be added to an Owner’s account while a Payment Plan is active. The Association may impose a fee for administering a Payment Plan. The fee, if any, will be listed on the Payment Plan form and may change from time to time. Interest will continue to accrue on delinquent amounts during the pendency of a Payment Plan as allowed under the Declaration. On request, the Association will provide an estimate of the amount of interest that will accrue under any proposed Payment Plan.

6. Default

(a) Events of Default. It is considered a default of the Payment Plan if an Owner does any of the following:

(1) does not return a signed Payment Plan form with the initial payment,

(2) misses a payment due in any calendar month,

(3) makes a payment for less than the agreed amount, or

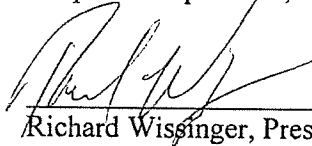
(4) does not pay future Assessments before becoming delinquent with respect to a Payment Plan that spans additional fiscal periods for Assessments.

(b) Effect of Default. If an Owner defaults on the terms of the Payment Plan, the Payment Plan will, at the Association's option, be voided. If a Payment Plan is voided, the Association will provide written notice to the Owner and the full amount owed by the Owner will immediately become due and payable. The Association will resume the process for collecting amounts owed using all remedies available under the Declaration and applicable laws.

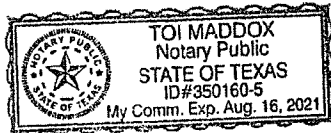
(c) Default Waived. In its absolute discretion, the Association may waive default under subsections 6(a)(2), 6(a)(3), and 6(a)(4) if an Owner makes up the missed or short payment in the immediate next calendar month's payment. The Association may provide a courtesy notice to Owner of any missed or short payment.

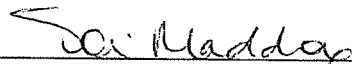
7. Reinstatement of Voided Plan. In its absolute discretion, the Association may reinstate a voided Payment Plan once during the original term of the Payment Plan, as long as all missed payments are made up at the time the Owner submits a written request for reinstatement.

The Landing at Heritage Oaks, Inc., a Texas nonprofit corporation, by:


Richard Wissinger, President

This instrument was acknowledged before me by Richard Wissinger, President of The Landing at Heritage Oaks Homeowners Association, Inc., a Texas nonprofit corporation, as an act of the corporation, on April 26, 2021.




Notary Public



Bell County
Shelley Coston
County Clerk
Belton, Texas 76513

Instrument Number: 2021025614

As
POLICY

Recorded On: April 27, 2021

Parties: LANDING AT HERITAGE OAKS HOA INC

To LANDING HERITAGE OAKS

Comment:

Billable Pages: 3

Number of Pages: 4

(Parties listed above are for Clerks' reference only)

**** Examined and Charged as Follows ****

CLERKS RMF:	\$5.00
COURT HOUSE SECURITY:	\$1.00
RECORDING:	\$13.00
Total Fees:	\$19.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

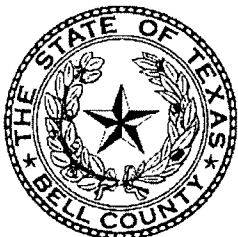
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Harrell, Stoebner & Russell, P.C.
2106 BIRDCREEK DR
TEMPLE, TX 76502-1020



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Real Property Records in Bell County, Texas

Shelley Coston
Bell County Clerk

Correction
Declaration of Restrictive Covenants of
The Landing at Heritage Oaks
Subdivision

Basic Information

Date: April 19, 2021

Declarant: Alethium Development, LLC, a Texas limited liability company, and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.

Declarant's Address: PO Box 803, Belton, Bell County, Texas 76513

Property Owners Association: The Landing at Heritage Oaks Homeowners Association, Inc., a Texas nonprofit corporation

Property Owners Association's Address: PO Box 803, Belton, Belton, Bell County, Texas 76513

Property: All the real property shown on the Final Plat for The Landing at Heritage Oaks subdivision, recorded as Instrument No. 2021-22313, Official Public Records of Bell County, Texas.

Definitions

"ACC" means the Architectural Control Committee established in this Declaration.

"Assessment" means any amount due to the Property Owners Association by an Owner or levied against an Owner by the Property Owners Association under this Declaration.

"Board" means the Board of Directors of the Property Owners Association.

"Builder" or "Builders" means a builder approved by Declarant and who owns one or more Lots for construction of improvements upon one or more Lots for resale to others.

"Builder Member" means a builder approved by Declarant and who owns one or more Lots for construction of improvements upon one or more Lots for resale to others.

"Bylaws" means the Bylaws of the Property Owners Association adopted by the Board.

"Common Area" means all property within the Subdivision not designated as a Lot on the plat and that has not been accepted for maintenance by the applicable governmental body. Declarant will convey the Common Area to the Property Owners Association.

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

“Easements” means Easements within the Property for utilities, drainage, fencing, and other purposes as shown on the Plat or of record.

“Governing Documents” means this Declaration and the certificate of formation, Bylaws, rules of the Property Owners Association, and standards of the ACC, as amended.

“Living Unit” means a single-family residence and its garage situated on a residential lot.

“Lot” means each tract of land designated as a lot on the Plat, excluding lots that are part of the Common Area.

“Member” means Owner.

“Owner” means every record Owner of a fee interest in a Lot.

“Plat” means the Plat of the Property recorded as Instrument No. 2021-22313 of the real property records of Bell County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

“Property Owners Association” or “Association” means The Landing at Heritage Oaks Homeowners Association, Inc., a Texas non-profit corporation, its successors, assigns, and replacements as provided in this Declaration, that has jurisdiction over all Properties located within the land encumbered or to be encumbered under this Declaration, as may be amended. It has the power, duty, and responsibility of maintaining and administering the Common Area and administering and enforcing the Declaration and any amended or supplemental Declaration.

“Residence” means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

“Rules and Regulations” means the rules and regulations promulgated by the Board from time to time and which may be filed in the Real Property Records of Bell County, Texas.

“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 Residence.

“Structure” means any improvement on a Lot (other than a Residence), including, but not limited to, a sidewalk, driveway, fence, wall, tennis court, swimming pool, outbuilding, storage building, or recreational equipment.

“Subdivision” means the Property covered by the Plat and any additional property made subject to this Declaration.

“Vehicle” means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

Clauses and Covenants

A. Imposition of Covenants

1. Declarant imposes the Covenants on the Subdivision. All Owners and other

occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

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

4. Declarant has the right to file an amendment to these restrictive covenants, without the necessity of joinder by another Owner of Lots within the subdivision, or any interest therein, for so long as Declarant owns a lot within the subdivision for development purposes, for any reason. Notwithstanding the foregoing, Declarant has the right to file an amendment to these restrictive covenants, without necessity of joinder by any other Owner of Lots within the subdivision, or any interest therein, for the limited purposes of correcting a clerical error, clarifying an ambiguity, removing any contradiction in the terms hereof, or for the purpose of making such additions or amendments hereto as may be required by FHA, HUD, or VA to qualify the properties for mortgage guaranties issued by FHA and/or the VA.

B. Plat and Easements

1. The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.

2. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.

3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.

4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

C. Property Rights

Every Owner, guest, invitee, customer, and tenant will have a right and easement of ingress and egress, use, and enjoyment, in and to the Common Area that will be appurtenant to and will pass with the title to every Lot, subject to the following provisions.

1. The right of the Property Owners Association to charge reasonable admission and other fees for the use of any facility now or hereafter situated or constructed upon the Common Area and to impose reasonable limits on the number of guests who may use the facilities.

2. The right of the Property Owners Association to suspend an Owner's voting rights and the right to use any facility for any period during which any assessment of the Property Owners Association against that Owner's Lot remains unpaid, and for infractions by an Owner of the Restrictive Covenants contained in this Declaration and/or the Property Owners

Association Rules and Regulations for the duration of the infraction.

3. The right of the Property Owners Association to grant easements in and to the Common Area to any public agency, authority, or utility for such purposes as benefits the Properties and Owners.

4. The right of the Property Owners Association to borrow money for the purpose of improving the Common Area, for acquiring additional Common Area, or for constructing, repairing, or improving any facilities located or to be located on the Common Area, and to give as security for the payment of any such loan a mortgage conveying all or any portion of the Common Area, provided a majority of each Class of Members present or represented by proxy at a meeting called for such purpose will approve; provided however, the lien and encumbrance of any such mortgage given by the Property Owners Association will be subject and subordinate to any and all rights, interests, options, easements, and privileges reserved or established in this Declaration for the benefit of Declarant or Owner, or the holder of any mortgage irrespective of when executed, given by Declarant or any Owner encumbering any Lot or other property located within the Subdivision.

5. The right of the Property Owners Association to dedicate or transfer all or any portion of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members of the Property Owners Association. No such dedication or transfer will be effective unless an instrument agreeing to such dedication or transfer has been approved by a majority of the Class A Members of the Property Owners Association who are present or represented by proxy entitled to cast at a meeting duly called for such purpose, and by the Class B Members so long as the Class B membership exists.

6. The right of the Property Owners Association to convey small portions of the Common Area to adjacent Owners when, in the sole opinion of the Board, the portion of the Common Area to be conveyed is so small in size, amount, and value that it will have no material consequence to or impact upon the Property Owners Association or the Subdivision or negatively affect the overall usage of the Common Area by the Owners as a result of such conveyance. In such an event, the Board may authorize such conveyance without the joinder of any other Owner.

7. The right of the Property Owners Association to prescribe Rules and Regulations as they may be expanded, amended, or otherwise modified. Each Owner, by acceptance of a deed, acknowledges and agrees that the use, enjoyment, and marketability of the Owner's Lot may be affected by this provision and that the Rules and Regulations may change from time to time. The Board has the authority to enforce the Rules and Regulations by all appropriate means, including but not limited to the imposition of fines if notice and opportunity to be heard are given. A Member found to have violated the Rules and Regulations will be liable to the Property Owners Association for all damages and costs, including reasonable attorney's fees.

D. Use and Activities

1. *Permitted Use.* A Lot may be used only for an approved Residence and approved Structures for use by a Single Family.

2. *Prohibited Activities.* Prohibited activities are—
- a. any activity that is otherwise prohibited by the Governing Documents;
 - b. any illegal activity;
 - c. any nuisance, noxious, or offensive activity;
 - d. any dumping of rubbish;
 - e. any storage of—
 - i. building materials except during the construction or renovation of a Residence or a Structure;
 - ii. vehicles, except vehicles in a garage or Structure or operable automobiles on a driveway; or
 - iii. unsightly objects unless completely shielded by a Structure;
 - f. any exploration for or extraction of minerals;
 - g. any keeping or raising of animals, livestock, poultry, or Exotic or Dangerous Animal (as defined below) of any type except for such as dogs and cats generally recognized as common domesticated household pets (collectively "Pets"). An "Exotic or Dangerous Animal" is an animal that may pose a safety or health threat to the Owners of the Subdivision, their guests, invitees, or tenants, and includes the (a) dog breeds of pit bull and rottweiler, regardless of whether the animal is purebred, a mixed breed, or registered with the AKC or similar registration organization; (b) poisonous insects, amphibians, or reptiles; (c) boa constrictors and other constrictor reptiles; (d) animals considered "feral" or wild by nature except guinea pigs, hamsters, and gerbils; (e) ferrets, and (f) alligators. Additional breeds of animals may be added to the definition of Exotic or Dangerous Animal from time to time, as determined necessary by the Declarant or Association Board, in their sole discretion, and the Rules and Regulations will be amended to include such breed of animal.
 - i. No more than four (4) Pets (in any combination, but in no event will the combination include more than two (2) dogs and two (2) cats) may be kept on a Lot. No Pet may be bred, kept, or maintained for any commercial purpose on a Lot. The ACC may grant authority to keep, maintain, or shelter more than the allowed number of Pets on a Lot, when the ACC, pursuant to receipt of a written application, determines that such applicant has adequate shelter for, and

is capable of keeping or maintaining the pets without posing a nuisance to other Owners. The ACC may elect to terminate this authority if its terms or other provisions of the animals and pets covenant are not complied with.

- ii. All Pets must be kept in strict accordance with all local and state laws and ordinances (including leash laws), and in accordance with all rules established by Declarant or The Landing at Heritage Oaks Homeowners Association, Inc. (the "Association"). All Pets must be vaccinated in accordance with local custom and laws. Each Pet must wear a tag provided by a licensed veterinary to evidence the up-to-date rabies vaccination. All Pets must be kept indoors, in a fenced area on the Owner's Lot (fenced with materials as required by the Fences article of these Covenants, or by electronic animal control device), or on a leash. It will be the responsibility of the owner of the Pet to prevent the animals from running loose or becoming offensive or a nuisance to other Owners of the Subdivision, their guests, invitees, or tenants. Offensive barking or howling is considered an "offensive activity" and is not permitted. Barking or howling that continues for more than 15 consecutive minutes is conclusively presumed to constitute offensive activity. It is the responsibility owner of their Pet to clean up after it when in the Common area or on the private property of others. Pets are not permitted in any Common Area except on a leash.
- h. any commercial or professional activity except reasonable home office use;
- i. the renting of a portion of a Residence or Structure;
- j. the drying of clothes in a manner that is visible from any street;
- k. the display of any sign except—
 - i. one not more than five square feet, advertising the Lot for sale or rent or advertising a garage or yard sale; and
 - ii. political signage not prohibited by law or the Governing Documents;
- l. installing a mobile home, manufactured home, manufactured housing, motor home, or house trailer on a Lot;
- m. moving a previously constructed house onto a Lot;
- n. interfering with a drainage pattern without ACC approval;

- o. hunting and shooting;
- p. occupying a Structure that does not comply with the construction standards of a Residence; and
- q. any activity that is otherwise prohibited by the Governing Documents.

3. No motor vehicle, including automobiles, vans or SUVs, can be parked in a front yard, except in the driveway of any Lot. Automobiles cannot be maintained, repaired, serviced, rebuilt or dismantled on any Lot, except within the confines of the garage. No vehicle can be painted on any property in the Subdivision. This provision does not prevent a vehicle from being washed or polished in the driveway of any Lot.

4. No boat, camper (on or off supporting vehicles), trailer, tractor, truck, industrial or commercial vehicle (both cabs and trailers), towed trailer unit, motorcycle, disabled junk, or abandoned vehicle, motor home, mobile home, recreational vehicle, or any other vehicle, the primary purpose of which is for recreational, sporting, or commercial use, will be parked or stored in, on, or about any Lot or street within the Subdivision, except within the attached garage or unless such vehicle is approved by the ACC. These vehicles must be removed from the general area within 72 hours unless approved in writing by the ACC.

5. Vehicles with signage or with tonnage exceeding three-fourths (3/4) ton, campers, mobile homes, motor homes, boats or trailers are not permitted to be parked overnight or for extended periods during the day in, on or about the streets of Subdivision, or be parked in, on or about the front or side yards of any lot therein. When such vehicles are parked in the rear yard they must be screened from adjacent lots and public view.

6. Hazardous Cargo: No motor vehicle, trailer or container of any type or size that normally (or occasionally) transports hazardous, flammable, explosive or poisonous cargo is allowed in, on or about any part of Subdivision at any time. Pest control vehicles are permitted in Subdivision for residence service visits only and may NOT remain overnight or for extended periods during the day unless parked inside a locked garage.

7. No exterior antennas, aerials, satellite dishes, or other apparatus for the reception of television, radio, satellite, or other signals of any kind will be placed, allowed, or maintained upon a Lot that is visible from any street, private right-of-way, Common Area, or other Lot unless it is otherwise impossible to receive signals from the location. In that event, the receiving device may be placed in a visible location as approved by the ACC. The ACC may require as much screening as possible while not substantially interfering with reception. The Declarant and the Association will have the right, without obligation, to erect or install an aerial, satellite dish, master antenna, cable systems, or other apparatus for the transmission of television, radio, satellite, or other signals for the benefit of all or a portion of the Properties. No satellite dishes larger than 1 meter in diameter will be permitted. No broadcast antenna mast may exceed the height of the center ridge of the roofline. No Multichannel Multipoint Distribution Service ("MMDS") antenna mast may exceed the center ridge of the roofline by the height established by the Telecommunications Act of 1996 (the "Act"), as it may be amended from time to time. No exterior antennas, aerials, satellite dishes, or other apparatus that transmit television, radio, satellite, or other signals of any kind will be permitted, placed, allowed, or maintained upon any portion of the Property. The Declarant, by promulgating this

Article is not attempting to violate Texas law as it may be amended from time to time. This Article will be interpreted to be as restrictive as possible while not violating the Texas law.

E. Construction and Maintenance Standards

1. Lots

- a. *Consolidation of Lots.* An Owner of adjoining Lots may consolidate those Lots into one site for the construction of a Residence only if the Owner has obtained approval from the ACC and Bell County Commissioner's Court. Each consolidated Lot will meet all lawful requirements of any applicable statute, ordinance, or regulation.
- b. *Subdivision Prohibited.* No Lot may be further subdivided.
- c. *Easements.* No easement in a Lot may be granted without ACC approval.
- d. *Maintenance.* Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition.

2. Residences and Structures

- a. *Aesthetic Compatibility.* All Residences and Structures must be aesthetically compatible with the Subdivision, as determined by the ACC.
- b. *Maximum Height.* The maximum height of a Residence is two-story. The maximum height of the home and accessory buildings on any lot shall be forty-five feet (45') measured from the finished grade of the lot to the highest peak of the roof.
- c. *Required Area.* The total area of a Residence, exclusive of porches and garages, must be at least 2,800 square feet. The total area of the first story of a two-story Residence, exclusive of porches and garages, must be at least 1,800 square feet.
- d. *Location on Lot.* No Residence or Structure may be located in violation of the setback lines shown on the Plat. Each Residence must face the front Lot line. All Structures must be located behind the front wall of the Residence. All outbuildings, except garages, must not be visible from any street.
- e. *Building Setback Lines.* No Residence or Structure may be located in violation of the setback lines shown on the Plat. Each Residence must face the front Lot line. All Structures (other than sidewalks and driveways) must be located behind the front wall of the Residence. In no event may any Residence or Structure (other than sidewalks and driveways) be located within 10 feet of a side Lot line or within 15 feet of

- a rear Lot line. The ACC may establish additional setback requirements as it deems necessary.
- f. *Approval of Plans by ACC.* Prior to commencement of any work on a Lot, including any grading or clearing thereof (other than weed or trash removal), the Owner thereof shall have received approval of all plans in accordance with Section H of these Restrictions.
 - g. *Garages.* No front entry garages on a Lot may be constructed without ACC approval. Each Residence must have at least a two-car garage accessed by a driveway. Garages may be detached or attached to the residence or to breezeways or covered porches attached to the residence. Garages must have operable doors to facilitate vehicular parking inside. Garage doors are to be sectional and roll-up in design. The garage door exterior must be painted or stained to harmonize with the residence and other residences within the Subdivision, and shall at no time contain "garage door art" of any type or kind, whether painted or applied.
 - h. *Garage Conversions.* Enclosure or conversion of a garage, or portion thereof, to living, storage, or other use is permitted only if upon completion, the residence is served by garage space compliant with all covenants. Driveway material to the enclosed converted space must be replaced with landscaping. Garage conversion plans, whether attached or detached, must receive prior Declarant or ACC approval. Converting a garage, or a portion thereof, to temporary or permanent pet space through partial or full wall enclosure (screened or otherwise) of the garage door opening is not permitted.
 - i. *Ceiling Height.* Per city code.
 - j. *Ridge Vents.* Only continuous shingle covered ridge vents will be allowed. Any other venting must be concealed from any street elevations of the house.
 - k. *Gutters.* Rain gutters are optional on each residence. Gutter colors should be coordinated with the trim color of the house.
 - l. *Fireplace Chimneys/Stack Vents.* Chimney caps are required. All roof penetrations must be located in the rear of the home where possible or at the least visible section of roof mass. Fireplace chimneys must be constructed of:
 - i. brick, stone or stucco to match the residence or
 - ii. constructed with fiber-cement siding (and trims) and painted to match the exterior paint of the residence.
 - m. *Skylights/Solar Collectors.* Skylights shall not be located on any

elevation of the home which faces a street. Only flat skylights shall be allowed elsewhere. There shall be no solar collectors on any home, unless prior approval of the Committee is obtained. Skylights and any proposed solar collectors must be shown on plans when submitted or (if after construction) on a drawing submitted to the ACC.

- n. *Window Coverings.* No foil, sheets, reflective materials, paper or other inappropriate materials or bright colors shall be used on any windows for drapes, sunscreens, blinds, shades or other purpose on a temporary or permanent basis. Interior window coverings shall be lined in a neutral color so as not to detract from the exterior of the home.
- o. *Exterior Doors.* Either Metal, Fiberglass or Solid core wood doors are acceptable.
- p. *Damaged or Destroyed Residences and Structures.* Any Residence or Structure that is damaged must be repaired within one hundred eighty (180) days (or within a period approved by the ACC) and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within one hundred eighty (180) days and the Lot restored to a clean and attractive condition.
- q. *Fences, Walls, and Hedges.* No fence, wall, or hedge may be located forward of the front wall line of the Residence, except for trellises and decorative fences that are approved by the ACC.
- r. *Traffic Sight Lines.* No landscaping that obstructs traffic sight lines may be placed on any Lot.
- s. *Sidewalks.* When the Residence is constructed, the Lot may not be improved with sidewalks.
- t. *Landscaping.* Landscaping must be installed within forty-five (45) days after occupancy. The minimum landscaping is specified below in this Declaration and in the standards of the ACC.
- u. *Completion of Improvements.* Once construction of a house (or any addition thereto) or outside structure has commenced. it must be completed within twelve (12) months. If such improvements are not completed within the time period specified in this section, then the lot owner shall remove the foundation from the lot and restore the lot to a clean and attractive appearance (unless otherwise approved by the ACC).

3. *Building Materials for Residences and Structures*

- a. *Roofs.* Only composition, tile, or metal roofs may be used on Residences and Structures, unless otherwise approved by the ACC. All roof stacks

must be painted to match the roof color. All roofs must have a minimum 10/12 pitch slope unless otherwise approved by the ACC. All roofs must have a minimum of 30-year roof shingles. Wood shake or wood shingle roofing materials are not permitted. Preferred vent pipe and flue locations are behind the front roof ridge.

- b. *Fascia, Eaves & Soffits.* Fascia, eaves, and soffits shall be constructed of Hardy Plank or similar. No vinyl or aluminum will be permitted.
- c. *Air Conditioning.* Window- or wall-type air conditioners may not be used in a Residence.
- d. *Exterior Walls.* All Residences must have at least ninety percent (90%) of their exterior walls, including exposed foundation, be masonry, minus windows and doors, unless otherwise approved by the ACC. No aluminum or vinyl siding will be allowed unless otherwise approved in writing by the ACC. Any siding visible from the street is prohibited unless decorative and approved by the ACC in writing.
- e. *Color Changes.* No change to the color of the exterior walls, trim, or roof of a Residence will be permitted, unless otherwise approved by the ACC.
- f. *Driveways.* All driveways must be surfaced with concrete and constructed with 3/8" rebar and not wire. Driveways may not be surfaced with dirt, gravel, shell, or crushed rock.
- g. *Insulation.* For exterior walls, cavity fibrous or cellulose insulation shall be installed at minimum level of R-15 or spray foam at minimum depth of 3.5". Attic insulation shall be spray foam attic ceiling at minimum of 5.5".
- h. *Lot Identification.* Lot address numbers and name identification must be aesthetically compatible with the Subdivision.

4. *Construction Deposit*

- a. At the time of submission of plans and specifications to the ACC, the Owner shall make a \$500 Construction Deposit payable to Alethium Development. (or its designee). The ACC shall have the right to require the Owner to increase the amount of this Construction Deposit at any time such Construction Deposit has been depleted by prior violations (so that the Construction Deposit on account is \$500). The purpose of the Construction Deposit is to insure:
 - i. Plans are submitted to the Committee as set forth. In the event construction of a house or other improvement are started without the prior written approval of the plans for such, then the entire amount of the Construction Deposit shall be automatically forfeited as liquidated damages to the Association. Further, all other rights of

- the Developer, the Committee and the Association may have with respect to approval of the plans shall continue, including rights to injunctive relief, damages and other rights.
- ii. Landscaping is accomplished as set forth in Section 3.9 above. In the event landscaping is not accomplished according to Section 3.9 above, then the entire amount of the Construction Deposit shall be automatically forfeited as liquidated damages to the Developer. Further, all other rights of the Developer, the Committee and the Association may have with respect to approval of the plans shall continue, including the right to fine the Owner, rights to injunctive relief, damages and other rights.
 - iii. A clean job site, compliance with the Restrictions, overall community appearance, and that the structure to be constructed is built according to the approved plans. A written notice will be issued by the Committee to the Lot Owner regarding any violations or damage caused by the construction. Examples of damage are the breaking of any sidewalk in the Subdivision, "rutting" of any right of way, servitudes or other lots in the Subdivision caused by construction related vehicles, the spilling of concrete on any streets or other areas of the Subdivision and any trash or debris dispensed in the Subdivision. If the violation or damage has not been corrected within five (5) days after the date of the notice, the violation or damage may be corrected by the Committee and the cost of the same shall be charged to the Lot Owner. Said amount may be deducted, without further notice, from the Construction Deposit until said deposit is exhausted, at which time the Lot Owner will be billed for any additional expense. The Association shall have lien rights to enforce payment of any amount billed but not collected within thirty (30) days after the date of such bill. Notwithstanding the provisions of this Section however, neither Developer, the Association nor the ACC shall be responsible for the damage to any Lot caused by the activities of the Owner (or builder or others involved in any activity on their behalf) of any other Lot, and shall not be held responsible for any such damage if deductions are not made from the Construction Deposit or other damage collection provisions are not made for such damage. If no violations or damage occur (or if no deductions for such damage are made from the Construction Deposit by the Committee or the Association), the Construction Deposit will be refunded in full to the original submitter of the Construction Deposit after satisfactory completion of construction of improvements on the Lot in accordance with the approved plans and completion of landscaping as set forth in these Restrictions. To the extent any of the Construction Deposit was spent for correction of any violations or damage, any balance will be refunded to the original submitter of the Construction Deposit after the satisfactory completion of the improvements and

landscaping.

5. *Foundations*

- a. Foundations shall be designed by a professional engineer with post stress system for each home. The Committee's approval of construction plans for a home is limited only to appearance and not structural design or engineering for which the Committee takes no responsibility and shall have no liability. If any more than fifteen inches (15") of slab shows above ground level the excess amount must be covered by a brick ledge.

6. *Spillage.*

- a. Operators of vehicles are required to see that they do not spill any damaging materials while within the Subdivision. If spillage of a load occurs, operators are responsible for cleaning up the same. If an operator does not clean up a spill, the cost of the cleanup will be deducted from the Construction Deposit of the responsible Lot Owner. If the cost of the cleanup exceeds the available amount of the Construction Deposit, the responsible Lot Owner will be billed for and be obligated to pay the cost of such clean up.

7. *Athletic and Play Facilities.*

- a. Basketball goals, swings, slides, playhouses, sandboxes, or any other sporting or play equipment (temporary or permanent) may not be attached to the front of a dwelling or located in front of a dwelling or located in front of a corner side (unfenced) yard without the consent of the ACC. In no event should basketball or other sporting items be placed on the street.

8. *Trash Receptacles.*

- a. All trash and rubbish shall be kept in appropriate containers intended for temporary storage of trash and rubbish, and shall be stored adjacent to the house or any building structure on a lot. The ACC has the right to specify a specific location on each Owner's Lot in which garbage containers must be placed for trash-collection service.

9. *Rubbish, Trash and Garbage.*

- a. No Lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

10. *Outbuilding Construction.*

- a. All outbuildings or storage buildings must be of new construction from the ground up. Any outbuilding or storage building constructed on a Lot within the Subdivision

must be of a type, design, and material matching or harmonizing with the Residence and approved by the Declarant or the ACC prior to construction. No portable building (i.e., metal or plastic storage building or "Morgan building") may be moved onto any Lot within the Subdivision.

11. Retaining Walls

a. Any retaining wall constructed as a part of the Lot's landscaping must be constructed of masonry materials approved by the Declarant or ACC. Engineered plans compliant with all applicable codes and sealed by a registered professional engineer, must be submitted for retaining walls exceeding two (2) feet in height. Railroad ties may not be used in any retaining wall or other form of landscaping.

12. Fences

a. All fence plans, designs, location, and placement must be approved by the Declarant or the ACC, which has the right to require certain types of fences and certain types of materials to be used, including but not limited to columns constructed of brick, stone, or masonry matching the house with ornamental iron in between wood or similar material.

b. All perimeter privacy fencing must be installed by the purchaser of the Lot within thirty (30) days of the closing date of the purchase unless a Builder or Declarant has already installed the perimeter privacy fencing. All perimeter privacy fencing must be approved and constructed, according to Declarant's fence plans (a copy of such fence plans may be obtained by Declarant), of cedar with metal posts. All fences located between Residences must present a uniform appearance and be in line with each other. All cedar fences must be at least six (6) feet in height.

c. Chain link fences are prohibited except for use in the construction of a fenced-in area or dog run located within the privacy fenced rear yard of an Owner and provided that the chain link fence is not visible from a street or roadway.

d. All other fences must be of a height, style, and design that may be approved by Declarant or the ACC.

e. In the event that any fence intersects (the "Intersecting Fence") with any fence that is of a higher or lower height, the Intersecting Fence will be increased or decreased in height, at a steady rate, over the last ten (10) feet in length of such Intersecting Fence before it intersects with the higher or lower fence so that there is a smooth transition from the lower level to the higher level. Unless otherwise approved by the Declarant or the ACC, no two (2) fence segments of different heights will meet without the ten-(10) foot transition area required above. For purposes of this paragraph, a fence will "intersect" with another fence at any point where there is an appearance from any street or roadway that the fence segments meet or are in close proximity to each other.

f. Each Owner will be responsible for the maintenance, repair, replacement, and upkeep of his fence.

g. Divider fences are fences located on or parallel to a property line common

with two or more Lots. Such fences may not be placed inside the property line if they will create an area that may not be properly maintained or will prevent a neighbor fence connection.

h. Drainage and Fence Easements (defined below) created hereby permit installation and maintenance of any future drainage structures required to provide adequate drainage between Lots and for connection of divider fences. A Lot Owner may not prohibit an adjacent Lot Owner from connecting to a fence.

i. Fences must be functional, well maintained, and in plumb, level, and square condition, with gates and pickets in place. Damaged or deteriorated fences must be repaired or replaced promptly by the Owner. If the original Owner of a divider fence is unknown, repair or replacement expense for divider fencing on a common property line is to be shared equally by the respective Lot Owners.

j. Privately owned, street-facing fences that are not maintained, as set forth above, may be repaired or replaced by the Property Owners Association at the respective Lot Owner's expense. Easements for access to Lots for such fence repair or replacement are hereby created.

k. All wood privacy fences must be stained immediately upon installation of the fence. Fence stain shall be cedar in color, equal to or comparable with Flood brand "CWF-UV Oil", PPG brand "Sun-Proof Solid Stain," or alternate as authorized by the ACC.

l. Drainage and Fence Easements.

i. A five (5) foot wide easement (the "Fence Easement") will run adjacent and parallel to and on each side of a Lot's side and rear boundary lines and will run the entire length of a Lot's side and rear boundary lines. An easement is hereby reserved for the use and benefit of the adjacent Lot Owner, the Declarant, and the Property Owners Association to provide ingress, egress, and regress upon, over, and across the Fence Easement to the extent such Fence Easement is necessary to permit fences to connect with other fences and to allow the Declarant or the Property Owners Association to repair or replace any Owner-neglected fence or Owner-neglected landscaping, including trimming of brush, vines, shrubbery, and trees that are located with or protrude into the Fence Easement, as the Declarant or the Property Owners Association in its sole discretion deems appropriate.

ii. Each Owner has the ultimate responsibility for the construction and installment of and maintenance, upkeep, repair, and replacement of any and all Owner-owned improvements located or to be located within the Fence Easement, including but not limited to any fencing, decorative lighting, and landscaping. The Property Owners Association, at the Property Owners Association's sole discretion, will have the right to control the construction, installation, and maintenance, upkeep, repair, and replacement of any and all Property Owners Association-owned improvements located or to be located within the Fence Easement, including but not limited to any entrance walls, entrance monuments,

fencing, and decorative lighting, with the exception of landscaping. The Property Owners Association will have the right and responsibility for landscaping that portion of the Fence Easement that lies between any entrance wall or fence and the street running parallel to any entrance wall or fence, as shown on the Subdivision Plat.

iii. No Owner may damage, deface, or mar the surface or any portion of any improvements constructed or installed within the Fence Easement. No structure, planting, fence or other material may be placed or permitted to remain within the Fence Easement that may damage the surface of any improvements constructed by Declarant or the Property Owners Association within the Fence Easement, or interfere with the right of ingress, egress, and regress over the Fence Easement or any ingress easement granting access to the Fence Easement. Neither the Property Owners Association nor Declarant will be liable for any damages done by them or their assigns, agents, employees, or servants to property of the Owners situated on land covered by the Fence Easement.

iv. Easements for drainage throughout the Subdivision are reserved as shown on the Subdivision Plat or by written instrument filed in the Official Public Records of Real Property of Bell County, Texas, prior or subsequent to the filing of the Subdivision Plat. No Owner of any Lot in the Subdivision may perform or cause to be performed any act that would alter or change the course of such drainage easements in a manner that would divert, increase, accelerate, or impede the natural flow of water over and across the easements.

13. *Sprinkler Systems.*

a. Initial installation of the irrigation or water sprinkling system must be completed by the Builder Member or Owner within 30 days of the completion of the Residence but in any event prior to Owner occupancy of the Residence, unless Owner has received an extension from the ACC.

b. All front and side yards of Lots must have an underground irrigation or a water-sprinkling system for the purpose of providing sufficient water to preserve and maintain the landscaping of the Lot in a healthy and attractive condition. Each Owner will be responsible for the maintenance, repair, replacement, and upkeep of his irrigation or water sprinkling system.

14. *Trees*

a. Removal of trees more than two (2) inches in diameter or more than six (6) feet in height is prohibited without the written permission of the Declarant or the ACC, excepting trees located within the footprint of the Residence, garage, walks, drives, and patios, and on an adjacent two (2) foot perimeter to the footprint.

b. Each front yard of a lot must have a minimum of two (2) hardwood trees of at least a diameter of three (3) inches and height greater than six (6) feet. Any required tree plantings necessary to achieve the foregoing requirement must be completed within 30 days of

the completion of the Residence but in any event prior to Owner occupancy of the Residence, unless Owner has received an extension from the ACC.

15. *Tree Houses*

- a. No tree houses may be constructed in any tree on any Lot.

16. *Flagpoles and Flags*

- a. Each Lot (or dwelling site) is limited to one flagpole and one flag. Flagpoles may be attached to a dwelling or freestanding and must be constructed of permanent, long-lasting materials harmonious with the dwelling. Ground mounted poles may not exceed 20' in height and flags may not exceed 3' x 5'. Permitted flags include the flag of the United States of America, the flag of the State of Texas, and an official or replica flag of any branch of the United States armed forces, or any flag with prior approval of the ACC. External flag halyards must be secured so as not to produce noise offensive to nearby lots. Lights to illuminate flags must not develop excessive glare to nearby streets or lots. The location of flagpoles must be approved prior to installation by the Declarant or ACC.

17. *Landscaping.*

- a. All landscaping (planting of trees, grass sod, and landscaping beds) of each Lot must be completed within 30 days of the completion of the Residence but in any event prior to the Owner occupancy of the Residence, unless Owner has received an extension from the ACC, in a design and manner approved by the Declarant or the ACC. The front and side yards of all Lots, from the front wall of the house, will be fully sodded with St. Augustine, Bermuda, Prairie Buffalo Grass, or other sod, drought-resistant landscaping, or water-conserving natural turf approved by the Architectural Committee. Each Builder Member or Owner will cause the front and side yard lawns for each Lot bearing a completed Residence to be installed with fully sodded grass or landscaping within 30 days of the completion of the Residence. Any lawn will include the unpaved area between the Lot and the curb of any street or roadway adjacent to such Lot. If, however, construction of the Residence is completed at a time of year when seasonal or other conditions make installation of the sod, grass, trees, shrubbery, or other landscaping improvements impractical, the Builder Member and/or Owner will enter into a separate written Agreement with the ACC or the Property Owners Association, in form and substance required by the ACC or the Property Owners Association, extending the date for installation of the lawn and landscaping and establishing a date by which such lawn and landscaping will be installed.

- b. Owners may enter into voluntary agreements for joint lawn maintenance of all or any part of the lawn; provided, however, that lawn maintenance will remain the ultimate responsibility of each Owner. Builder Members will be responsible for maintaining a healthy lawn until the Residence is sold to a third party.

- c. With the affirmative vote and approval of the Owners of 75% of the Lots in the Subdivision, a Landscaping Committee may be created. If a Landscaping Committee is created, it will be responsible for the ordinary maintenance of the landscaping of all Lots, but excluding any Patio. The members of such a Landscaping Committee will be appointed by the

Board of Directors and will serve at the pleasure of the Board of Directors. A "Patio" is any intimate garden, courtyard, or porch area immediately adjacent to the Residence, whether covered or not. Ordinary maintenance will include sodding (after the initial sodding), mowing, fertilizing, weed control, and the planting, care and replacement of trees and shrubbery (after the initial planting), but will not include irrigation, which shall remain the obligation of the Lot owner.

- i. If created, the landscaping maintenance described in this section will be the sole obligation of the Landscaping Committee, and the Owners will have no individual right or obligation to maintain, alter, add to, or replace the landscaping of the Owner's respective Lot.
- ii. If created, the operations of the Landscaping Committee will be funded by adjustments to the Annual Assessments described below.
- iii. If created, the Landscaping Committee must approve, in advance, any replacement or modification of the landscaping of a Lot by an Owner. If an Owner-requested replacement or modification of the landscaping is approved by the Landscaping Committee, the Owner will be solely responsible for the installation and planting of such replacement or modification of the landscaping; however, such replacement or modification to the landscaping must be completed, at the sole discretion of the Landscaping Committee, within a reasonable period of time. The Owner will be responsible for any extraordinary care or maintenance of the replacement or modification of the landscaping upon his Lot.
- d. No vegetables will be grown in any yard that faces a street or Common Area.

18. *Carports.*

- a. No carports may be constructed on any Lot. No add-on patio covers may be constructed on any Lot unless approved by the Declarant or the ACC.

19. *Jobsite.*

- a. Contractors are required to keep their job sites as neat and clean as possible. Construction materials shall be stored in a neat and orderly manner at all times during construction. Mud from construction vehicles on the streets of the Subdivision shall be removed before each day's end. Materials are not permitted to accumulate on any Lot for a period exceeding 30 days from their first delivery. Contractors and their workers, subcontractors or suppliers may not bring or consume alcohol or illegal substances in the Subdivision.

F. Owners' Obligation to Repair

1. Owner solely will be responsible for exterior maintenance upon each Lot and

associated building, fence, structure, underground irrigation, or water sprinkling system, or improvement that is subject to assessment hereunder, including paint, repair, replace, and care for roofs, gutters, downspouts, exterior fence or wall surfaces and structures, exterior building surfaces (including glass, windows, light bulbs, awnings, door fixtures, and hardware), outdoor lighting, walks, driveways, parking areas, and other exterior improvements. The Property Owners Association will be only be responsible for the maintenance of Declarant's fence facing FM 93.

2. Maintenance and repair of all such areas and items set forth above as the Owner's responsibility will be the sole responsibility of the individual Owner, unless the Property Owners Association, in the Property Owners Association's sole discretion and in accordance with the provisions of the Declaration, deems that maintenance, repair, or care of other items or areas by the Property Owners Association or its representative would be in the best interest of the Property Owners Association. In the event that the need for maintenance or repair is caused through the willful or negligent action or inaction of the Owner, his family, or guests, invitees, or tenants, the cost of such maintenance or repairs will be added to and become a part of the assessment to which such Lot is subject in accordance with the provisions of the Declaration. The Property Owners Association or its representative has the right to enter any Lot for the purpose of performing its duties hereunder.

3. Each Owner will, at his sole cost and expense, repair his Residence, keeping the same in a condition comparable to the condition of such Residence at the time of its initial construction, excepting only normal wear and tear.

G. Property Owners Association

1. *Establishment and Governance.* The Property Owners Association is established by filing its certificate of formation and is governed by the certificate, the Declaration, and the Bylaws. The Property Owners Association has the powers of a nonprofit corporation and a property owners association under the Texas Business Organizations Code, the Texas Property Code, and the Governing Documents.

2. *Rules.* The Board may adopt rules that do not conflict with law or the other Governing Documents. On request, Owners will be provided a copy of any rules.

3. *Membership and Voting Rights.* Every Owner is a Member of the Property Owners Association. Membership is appurtenant to and may not be separated from ownership of a Lot. The Property Owners Association has two classes of voting Members:

- a. *Class A.* Class A Members are all Owners, other than Declarant. Class A Members have one vote per Lot owned. When more than one person is an Owner, each is a Class A Member, but only one vote may be cast for a Lot.
- b. *Class B.* The Class B Members will be Declarant who is entitled to fifteen (15) votes per Lot owned. Class B membership will cease and be converted to Class A membership at such time as the Declarant has conveyed and/or sold the last of the Lots within the Subdivision, whether in a single or multiple transaction, to an Owner or to any governmental

authority for public use.

4. *General Powers and Duties of the Board of Directors of the Property Owners Association.* The Board, for the benefit of the Owners, will have the following general powers and duties, in addition to the specific powers and duties provided in this Declaration and in the Bylaws of the Property Owners Association:
- a. To execute on behalf of all Owners all declarations of Ownership for tax assessment purposes with regard to the Common Area.
 - b. To borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent Owners if the Board sees fit.
 - c. To enter into contracts, maintain one or more bank accounts, and generally have all the power necessary or incidental to the operation and management of the Property Owners Association.
 - d. To protect or defend the Common Area from loss or damage by suit or otherwise and to provide adequate reserves for replacements or repairs.
 - e. To make reasonable Rules and Regulations for the operation of the Common Area and to amend them from time to time; provided that any rule or regulation may be amended or repealed by an instrument signed by a majority of the Owners.
 - f. To make available for inspection by Owners within 60 days after the end of each year an annual report and to make all books and records of the Property Owners Association available for inspection by Owners at reasonable times and intervals.
 - g. To adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property, and, if proceeds are insufficient to repair damage or replace lost property, to assess the Owners in proportionate amounts to cover the deficiency.
 - h. To enforce the provisions of any Rules and Regulations, Restrictive Covenants, or other provisions of this Declaration or by the Bylaws of the Property Owners Association, and to enjoin and seek damages and fines from any Owner for violation of the same.
 - i. To collect all Charges and enforce all penalties for non-payment, including the assessment of a Fine and Late Fee, the filing of liens, and the institution of legal proceedings.
 - j. To establish or amend monetary “fines” system that will include due process hearings and a discretionary range of fine amounts, which, when levied, will constitute a permitted Member Charge secured by the lien herein established.
 - k. To establish reserve funds that may be maintained or accounted for separately from other funds maintained for annual operating expenses.
 - l. To convey small portions of Common Area to adjoining Owners if, in the opinion of the Board, such conveyance does not materially impact the Property Owners Association or the Subdivision or negatively affect the overall usage of the Common Area by the

Owners.

5. The Board will have the exclusive right to contract for all goods, services, and insurance payments to be made from the maintenance fund and the exclusive right and obligation to perform the functions of the Board except as provided in this Declaration.

6. The Board, on behalf of the Property Owners Association, will have full power and authority to contract with any Owner or other person or entity for the performance by the Property Owners Association of services that the Board is not otherwise required to perform pursuant to the terms of this Declaration, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable, and in the best interest of the Property Owners Association.

H. ACC

1. *Establishment*

- a. *Purpose.* The ACC is established as a committee of the Property Owners Association to assist the Property Owners Association in ensuring that all Residences, Structures, and landscaping within the Subdivision are aesthetically compatible and conform to the Governing Documents.
- b. *Members.* The ACC consists of at least three (3) persons appointed by the Board. The Board may remove or replace an ACC member at any time.
- c. *Term.* ACC members serve until replaced by the Board or they resign.

2. *Standards.* Subject to Board approval, the ACC may adopt standards that do not conflict with the other Governing Documents to carry out its purpose. These standards are not effective unless recorded with the county clerk. On request, Owners will be provided a copy of any standards.*Plan Review*

- a. *Required Review by ACC.* No Residence or Structure may be erected on any Lot, or the exterior altered, unless plans, specifications, and any other documents requested by the ACC have been submitted to and approved by the ACC. The plans and specifications must show exterior design, height, building materials, color scheme, location of the Residence and Structures depicted horizontally and vertically, and the general plan of landscaping, all in the form and detail the ACC may require.

b. *Procedures*

- i. *Complete Submission.* Within thirty (30) days after the submission of plans and specifications by an Owner, the ACC must notify the submitting Owner of any other documents or information required by the ACC. In the absence of timely notice from the ACC requesting additional documents or other information, the submission is deemed complete.

- ii. *Deemed Approval.* If the ACC fails to give notice of disapproval of the plans and specifications to the submitting Owner within thirty-one (31) days after complete submission, the submitted plans and specifications are deemed approved.
 - c. *Appeal.* An Owner may appeal any action of the ACC to the Board. The appealing Owner must give written notice of the appeal to the Board, and if the appeal is by an Owner who is not the submitting Owner, the appealing Owner must also give written notice to the submitting Owner within ten (10) days after the ACC's action. The Board shall determine the appeal within fifteen (15) days after timely notice of appeal is given. The determination by the Board is final.
 - d. *Records.* The ACC will maintain written records of all requests submitted to it and of all actions taken. The Board will maintain written records of all appeals of ACC actions and all determinations made. Any Owner may inspect the records of the ACC and Board, but no Owner may inspect or copy the interior floor plan or security system design of any other Owner.
 - e. *No Liability.* The Property Owners Association, the Board, the ACC, and their members will not be liable to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any request.
 - f. *Variance.* The ACC may grant variances from compliance with any of the provisions of this Declaration when, in the opinion of the ACC, in its sole and absolute discretion, the variance will not impair or detract from the high-quality development of the Property and the variance is justified due to unusual or aesthetic considerations or unusual circumstances. Despite anything to the contrary in this Declaration, the ACC is authorized, at its sole discretion, to waive any requirements relating to garages (including size), carports, dwelling size, masonry or other building materials, fences, the Common Area, easements, and setbacks, and the decision will be binding on all Owners of Property encumbered by this Declaration. All variances must be evidenced by written instrument in recordable form and must be signed by at least three (3) of the Voting Members of the Architectural Committee. The granting of a variance will not operate to waive or amend any of the terms or provisions of the covenants and restrictions applicable to the Lots for any purpose except as to the particular property and the particular instance covered by the variance, and a variance will not be considered to establish a precedent or future waiver, modification, or amendment of the terms and provisions of this Declaration.
3. *Contractor Review*
- a. The plans and specifications submitted to the ACC must identify the

contractor proposed by the Owner to construct the Residence or Structure. The ACC shall have the right, in its sole discretion, to approve or disapprove the use of any contractor.

I. Assessments

1. Declarant for each Lot owned by it within the Properties, covenants, and each Builder Member and every Owner, by acceptance of a deed, whether or not it is so expressed in the deed or other conveyance, will be deemed to covenant and agree to pay to the Property Owners Association:

- a. Annual assessments or charges;
- b. Special assessments, to be fixed, established, and collected from time to time as provided below;
- c. Member Charges levied against individual Owners to reimburse the Property Owners Association for extra or unusual costs incurred by the Property Owners Association for curing the Owner's violation of a restrictive covenant contained in this Declaration; and
- d. Fines and Late Fees levied against individual Owners. The Charges, together with interest, reasonable attorney's fees, and costs of collection as provided in this Declaration, will be a charge on the land and will be a continuing lien upon the Lot against which the Charges are made. Each Charge, together with interest, reasonable attorney's fees, and cost of collection as provided in this Declaration, also will be the personal obligation of the Owner of the Lot at the time the obligation accrued.

2. The Charges levied by the Property Owners Association will be used for the purpose of promoting the recreation, health, safety, and welfare of the Members, and, in particular, for the improvement, maintenance, and operation of the Properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Area by Members.

a. *Annual Assessments.* The annual assessments ("Annual Assessments") for both Class A and Class B membership will be determined by the Board in the manner provided below after determination of current maintenance costs and anticipated needs of the Property Owners Association during the year for which the assessment is made. The maximum Annual Assessment may be adjusted by a majority vote of the Board, without membership vote, but will not increase by more than 10% of the prior year's Annual Assessment unless approved by the Owners using the procedures stated below for Special Assessments; provided, however, that if a Landscape Committee is created pursuant to Section E, paragraph 17, a one-time increase to the Annual Assessments in excess of 10% is permitted, without further approval by the Owners, in an amount to be determined by a majority vote of the Board.

- i. The Property Owners Association may increase the maximum Annual Assessment rate by more than the amount specified above only upon receipt of a majority of the approving vote of the Owners present in person or represented by proxy at a meeting called for vote on the

proposed increase.

ii. The Annual Assessment will be established by Declarant. The initial Annual Assessment for all Lots will be \$600.00. The Board may, in its discretion, increase or decrease the Annual Assessment from time to time. The initial Annual Assessment, or a pro rata portion of the Annual Assessment based upon the date of closing of the Lot, will be due and payable from the new Owner at the closing of the initial sale of the Lot by Declarant to a third party or the initial sale by a Builder Member to a third party.

iii. Any increase or decrease in the Annual Assessment will be made on a pro rata basis.

iv. Regardless of anything herein to the contrary, the Charges will not apply to Declarant, as owner of or holder of title of any Lot unless Declarant occupies a Living Unit constructed upon its Lot or uses the Living Unit for its own personal use as rental property. Annual Assessments and Special Assessments (as defined below) will not apply to Builder Members in the business of purchasing Lots for construction of improvements and subsequent resale to a third party unless the Builder Member occupies the Living Unit constructed on its Lot or uses the Living Unit for its own personal use as rental property. Membership Assessments (as defined below) will not apply to Builder Members for Lots purchased for resale to third parties but will apply to any subsequent sale and purchase of Lots to third parties.

b. *Membership Assessments.* In addition to the Annual Assessments provided for above, the Property Owners Association may levy a membership assessment ("Membership Assessment") on Class A membership at any time a Lot is sold by the Owner, including Declarant, to a third party. The Membership Assessment will be established by Declarant so long as the Declarant is the Owner of a Lot and thereafter determined and established by the Board. The Membership Assessment will be collected from the purchaser of the Lot at closing. The initial Membership Assessment for a Lot (the "Membership Assessment") to be collected at the sale of a Lot will be as follows:

i. For each sale of a Lot: \$520.00, or such other amount as determined by the Board.

c. *Special Assessments.* In addition, the Annual Assessment and Membership Assessment provided for above, the Property Owners Association may levy a special assessment "Special Assessment") on Class A membership and Class B membership as follows:

i. For the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement on or which is a part of the Common Area in an amount determined by the Board;

ii. To respond to the unusual emergency needs of the Property

Owners Association as may be expected to appear from time to time in an amount determined by the Board; or

iii. For such other lawful purpose related to the use of the Properties as the Board or the Owners may determine, provided that this assessment will have the approval of a majority of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of the date, time, and purpose of the meeting will be sent to all Owners.

d. *Member Charge.* In addition to the Annual Assessment, Membership Assessment, and Special Assessment described above, the Property Owners Association, by vote of the Board, may impose a charge ("Member Charge") upon any Owner for the purpose of reimbursing the Property Owners Association for all direct and indirect costs incurred by the Property Owners Association with regard to the maintenance, repair, or replacement of improvements on any particular Lot when the Board has determined the maintenance, repair, or replacement of improvements associated with the Lot has been neglected to the point where conditions existing on the Lot are not in conformance with the maintenance obligations set forth in this Declaration or in the Restrictive Covenants, or an Owner places anything in the Common Area. The Owner of the Lot will be notified in writing of the Board's determination and the specific deficiencies found to exist. The Owner will be afforded a reasonable period of time to respond to the Board's notice and to correct the deficiencies. The Owner will be assessed the cost necessary to reimburse the Property Owners Association for any and all costs to secure compliance, including attorney's fees.

e. *Fines and Late Fees.* In addition the Annual Assessment, Membership Assessment, Special Assessment, and Member Charge described above, the Property Owners Association, by vote of the Board, may impose fines and late fees upon any Owner for non-compliance or violations of the covenants of the Declaration or the Restrictive Covenants, or for late or nonpayment of any Annual Assessment, Membership Assessment, Special Assessment, or Member Charge. The Owner of the Lot will be notified in writing of the fine or Late Fee assessed to the Owner and the cause of such Fine or Late Fee. The Owner will be afforded a reasonable period of time and notice to pay the applicable delinquent Annual Assessment, Membership Assessment, Special Assessment, or Member Charge, prior to the assessment of any Fine or Late Fee. The Owner will be assessed the cost necessary to reimburse the Property Owners Association for any and all costs to secure compliance, including attorney's fees.

f. *Due Dates, Budget, and Late Charges.* The Annual Assessments will be due and payable and collected as the Board determines. The amount of the Annual Assessment will be an amount that bears the same relationship to the Annual Assessment provided for above as the remaining number of months in that calendar year bear to twelve. The Board will use reasonable efforts to provide each Owner with an invoice statement as of the appropriate amount due, but any failure to provide a notice will not relieve any Owner of the obligation.

i. The Membership Assessment is due and payable at the closing of a sale of any Lot to a third party.

ii. The due date of any Special Assessment will be as set out above or as fixed in the resolution authorizing such assessment.

iii. The Member Charge and Fine and Late Fee are due and payable within 30 days after the Owner was served with notice by the Property Owners Association of the amount of the Member Charge or Fine or Late Fee.

iv. Each year, the Board will adopt an annual budget and set the amount of the Annual Assessment, taking into consideration the Property Owners Association operating cost for the then current year, expected increases or decreases in the costs over the next year, and future needs of the Property Owners Association. The annual budget will be adopted by the Board at least 30 days prior to the commencement of each calendar year.

v. Any assessment, Member Charge, or Fine or Late Fee not paid within 30 days after the due date will bear interest from the due date at a rate to be determined, from time to time, by the Board, not to exceed the maximum permitted by law. If the Board refuses or fails to determine a rate of interest, the rate of interest will be the lesser of 18% per annum or the maximum rate allowed by law.

g. *Assessment Lien and Foreclosure.* All amounts assessed in the manner provided in this Declaration but unpaid will, together with the cost of collection, including attorney fees as provided in this Declaration, become a continuing lien and charge on the Lot covered by the Assessment that will bind the Lot in the hands of the Owner and the Owner's heirs, devisees, personal representatives, successors, or assigns. This lien will be superior to all other liens and charges against the Lot, except for tax liens and all amounts unpaid on a mortgage lien of record of first or second priority granted to an institutional lender, securing in either instance amounts borrowed for the purchase or improvement of the Lot in question. The Association will have the power to subordinate the Assessment lien to any other lien. This power will be entirely discretionary with the Board and the subordination must be signed by a duly authorized officer of the Association. To evidence the Assessment lien, the Association may prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by the lien and a description of the Lot. This notice will be signed by one of the officers of the Association and will be recorded in the office of the County Clerk of the county where the Property is located. The lien for payment of Assessments will attach with the priority above set forth from the date that the payment becomes delinquent. The Association may direct its legal counsel to initiate legal proceedings in a court of competent jurisdiction seeking one or both of the following remedies:

(a) Foreclosure of the assessment lien. The Association may not, however, file an application for an expedited court order authorizing foreclosure of the Association's assessment lien or a petition for judicial foreclosure of the Association's assessment lien until the Association has (i) provided written notice of the total amount of the delinquency giving rise to the foreclosure to all lienholders of record (evidenced by a deed of trust) whose liens are inferior or subordinate to the Association's assessment lien, and (ii) provided each such lienholder an opportunity to cure the delinquency before the sixty-first (61st) day after the date the Association mails the notice. The notice to lienholders must be sent by certified mail to the address for the lienholder shown in the deed of trust

burdening the Lot(s) subject to the Association's assessment lien.

(b) Recovery of a personal judgment against the Current Owner and, where different, from the Delinquent Owner or from the Current Owner only, for all amounts owing arising from the unpaid Assessments and their collection, including all attorney fees and costs.

The Association will have the power to bid on the property at a foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey, or otherwise deal with it. On the written request of any Mortgagee, the Association will report to the Mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after they are due.

J. Common Area

1. *Common Area Easements.* Each Owner has an easement in and to the Common Area, subject to the right of the Property Owners Association to—

- a. charge reasonable admission and other fees for the use of recreational facilities situated on the Common Area, and if an Owner does not pay these fees, the Owner may not use the recreational facilities;
- b. suspend an Owner's rights under the Governing Documents;
- c. grant an easement approved by the Board over the Common Area for utility, drainage, fencing, or other purposes; and
- d. dedicate or convey any of the Common Area for public purposes, on approval by a vote of two-thirds of the Members at a meeting in accordance with the Bylaws.

2. *Permitted Users.* An Owner's right to use and enjoy the Common Area extends to the Owner's family, guests, agents, and invitees, subject to the Governing Documents.

3. *Unauthorized Improvements in Common Area.* An Owner may not erect or alter any Structure on, or clear, landscape, or disturb, any Common Area except as approved by the Board.

4. *Damage to Property.* An Owner is liable to the Property Owners Association for damage to Common Areas caused by the Owner or the Owner's family, guests, agents, independent contractors, and invitees in accordance with law.

K. General Provisions

1. *Term.* This Declaration runs with the land and is binding in perpetuity.
2. *No Waiver.* Failure by the Property Owners Association or an Owner to enforce the Governing Documents is not a waiver.
3. *Corrections.* The Board may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

4. *Amendment.* This Declaration may be amended at any time by vote of two-thirds of the votes in the Property Owners Association at a meeting in accordance with the Bylaws. An instrument containing the approved amendment will be signed by the Property Owners Association and recorded.

5. *Conflict.* This Declaration controls over the other Governing Documents.

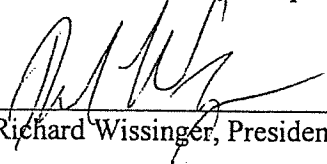
6. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

7. *Notices.* Any notice required or permitted by the Governing Documents must be in writing. To the extent required by law, notices regarding remedial rights must be given by certified mail, return receipt requested. All other notices may be given by regular mail. Notice is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed to a Member, at the Member's last known address according to the Property Owners Association's records, and the Property Owners Association, the Board, the ACC, or a managing agent at the Property Owners Association's principal office or another address designated in a notice to the Members. Unless otherwise required by law or the Governing Documents, actual notice, however delivered, is sufficient.

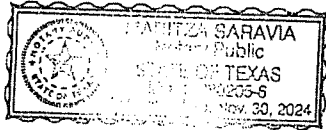
8. *Annexation of Additional Property.* On written approval of the Board and not less than two-thirds of the Members at a meeting in accordance with the Bylaws, the owner of any property who desires to subject the property to this Declaration may record an annexation agreement that will impose this Declaration and the Covenants on that property.

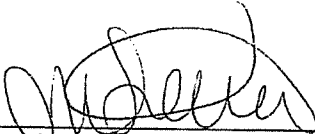
This Declaration is made to correct and to replace a Declaration dated April 19, 2021, recorded as Instrument No. 2021023794 of the Official Public Records of Bell County, Texas. The prior instrument inadvertently omitted provisions regarding increases to the Annual Assessments in the event a Landscaping Committee is created. This Declaration is made to correct that omission, is effective April 19, 2021, and in all other respects confirms the prior Declaration.

Alethium Development, LLC,
a Texas limited liability company

By: 
Richard Wissinger, President

This instrument was acknowledged before me on April 20th, 2021, by Richard Wissinger, President of Alethium Development, LLC, a Texas limited liability company, as an act of the company.





Notary Public



**Bell County
Shelley Coston
County Clerk
Belton, Texas 76513**

**Instrument Number: 2021024076
As
RESTRICTIONS**

Recorded On: April 20, 2021

Parties: ALETHIUM DEVELOPMENT LLC
To THE LANDING AT HERITAGE OAKS SUBDIVISION

Billable Pages: 29
Number of Pages: 30

Comment:

(Parties listed above are for Clerks' reference only)

**** Examined and Charged as Follows ****

CLERKS RMF:	\$5.00
COURT HOUSE SECURITY:	\$1.00
RECORDING:	\$117.00
Total Fees:	\$123.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

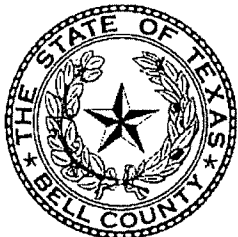
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information

Instrument Number: 2021024076
Receipt Number: 190769
Recorded Date/Time: 04/20/2021 3:52:28 PM
User / Station: colonec - BCCCD0639

Record and Return To:

Harrell, Stoebner & Russell, P.C.
2106 BIRDCREEK DR
TEMPLE, TX 76502-1020



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Real Property Records in Bell County, Texas

Shelley Coston
Bell County Clerk