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Attention: Ryan P. Hoffman

FIRST AMENDMENT TO THE
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
PENINSULA POINT AT RICHLAND CHAMBERS

**FIRST AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
PENINSULA POINT AT RICHLAND CHAMBERS**

This First Amendment to the Declaration of Covenants, Conditions and Restrictions for Peninsula Point at Richland Chambers (this “**Declaration**”) is made this ____ day of December, 2020 (the “**Effective Date**”), by TH RICHLAND CHAMBERS, LLC, a Texas limited liability company (“**Declarant**”).

RECITALS

Declarant owns certain real property located in Navarro County, Texas, including that real property more particularly described in Exhibit A attached hereto.

Declarant desires to establish a uniform plan of development for a vacation area with recreational motor vehicle camping accommodations known as Peninsula Point at Richland Chambers (the “**RV Park**”) on the Property (defined below), and to establish procedures for the development, improvement, administration, maintenance and preservation of the Property pursuant to the provisions of this Declaration.

Declarant previously recorded a Declaration of Covenants, Conditions and Restrictions for Peninsula Point at Richland Chambers that was recorded with the Navarro County Register of Deeds on March 19, 2020 as Document No. 2019-00002459, Official Public Records of Navarro County, Texas (the “**Prior Declaration**”). Pursuant to its rights under Article 15.2 of the Declaration, Declarant is hereby filing this Declaration. This Declaration replaces the Prior Declaration in its entirety. To the extent there is any conflict between this Declaration and the Prior Declaration, this Declaration controls.

NOW, THEREFORE, Declarant hereby declares that the Property is and will be held, used, occupied, improved, encumbered, leased, sold, and conveyed subject to the covenants, conditions, restrictions, easements and other terms of this Declaration. This Declaration will run with the title to the Property and be binding on all parties having any right, title or interest in all or any portion of the Property, and each of their respective heirs, personal representatives, successors, transferees and assigns, and will inure to the benefit of each owner of any portion of the Property.

ARTICLE 1
DEFINITIONS

1.1 **Definitions.** Unless the context clearly specifies otherwise, the following capitalized terms and phrases used in this Declaration shall have the following meanings:

“ARC” or “Architectural Review Committee” is defined in [Section 7.2\(c\)](#).

“Assessment(s)” means Regular Annual Assessments, Special Assessments, Individual Assessments, and other assessments payable to the Association under the Governance Documents.

“Applicable Law” means the statutes and public laws and ordinances in effect at the time a provision of the Declaration is applied, and pertaining to the subject matter of the Declaration provision, including but not limited to, all ordinances and any other applicable building codes, zoning restrictions and permits or other applicable regulations. Statutes and ordinances specifically referenced in the Declaration are “Applicable Law” on the date of the Declaration, and are not intended to apply to the Property if they cease to be applicable by operation of law, or if they are replaced or superseded by one or more other statutes or ordinances.

“Association” means Peninsula Point Owner Association, Inc., a Texas non-profit corporation. This Declaration is binding upon the Association, its successors and assigns.

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

“Bound Parties” is defined in [Section 12.5\(a\)](#).

“Budget” is defined in [Section 5.3](#).

“Bylaws” means the Bylaws, as amended, of the Association.

“Causes of Action” is defined in [Section 4.1\(d\)](#).

“Certificate of Formation” means the Certificate of Formation establishing the Association as a Texas nonprofit corporation, as amended.

“Claim” is defined in [Section 12.5\(b\)](#).

“Claimant” is defined in [Section 12.6\(a\)](#).

“Common Area” is defined in [Section 2.2](#).

“Common Expenses” means the expenses that the Association incurs, or expects to incur, in connection with the ownership, maintenance and operation of the Community Maintenance Areas, operation of the Association and otherwise for the general benefit of Owners, including operating reserves and reserves for repair and replacement of capital items within the Community Maintenance Areas as the Board deems necessary or appropriate.

“Community Maintenance Area” means the Common Area and all other properties and facilities for which the Association has maintenance responsibilities under the Governance Documents or for which the Association agrees to assume responsibility. The initial Community Maintenance Area is described in Section 9.3.

“Community Wide Standard” means the standard that is the highest of (a) the standard of use, conduct, landscaping or aesthetic matters generally prevailing in the Community, and (b) the minimum standards described in this Declaration, the Design Guidelines, the Rules and any

Board resolutions. The Community Wide Standard may contain objective or subjective elements and may evolve as development progresses and as the Community matures. The Community Wide Standard shall be determined by the Board.

“Declarant” means TH Richland Chambers, LLC, a Texas limited liability company, and its successors and assigns pursuant to Section 15.5.

“Declarant Affiliate” means any Person that controls, is controlled by or is under common control with Declarant, and any Person that is a member of Declarant.

“Declaration” means this Declaration of Covenants, Conditions and Restrictions for Peninsula Point at Richland Chambers, as it may be amended, supplemented, and restated from time to time.

“Design Guidelines” means the standards for design, development, landscaping, and aesthetics for exterior items placed on any Lot adopted by the Association.

“Development Agreement” means that certain Development Agreement dated September 11, 2019, between the District, and Declarant and recorded in the Official Public Records of Navarro County, Texas on October 28, 2019 as Clerk’s Document Number 2019-00008442.

“Development Period” means the period of time beginning on the date when this Declaration has been recorded in the Records, and ending fifty (50) years thereafter, unless earlier terminated by a Recorded instrument executed by the Declarant. The Development Period is the period of time in which Declarant reserves the right to facilitate the development, construction, and marketing of the Property and the Community, and/or the right to direct the size, shape and composition of the Property and the Community. The Development Period is for a term of years and does not require that Declarant own any portion of the Property or the Community.

“District” means Tarrant Regional Water District, a Texas Water Control and Improvement District.

“Effective Date” is defined in the introductory paragraph to this Declaration.

“Flowage Easement” means that certain permanent flowage easement owned by the District and associated with the District’s operation of Richland-Chambers Reservoir, such Flowage Easement being more particularly described in instrument recorded in Volume 1014, Page 628, Deed Records, Navarro County, Texas.

“Governance Documents” means all documents that have a legal and binding effect on all Owners and occupants of the Property, as well as on anyone that may now or in the future have an interest in any portion of the Property, including, without limitation, this Declaration, the Certificate of Formation, the Bylaws, the Design Guidelines, and the Rules and all other governing documents of the Association, as each of the foregoing may be amended and supplemented from time to time.

“Improvement” is defined in Section 7.2.

“**Individual Assessments**” is defined in Section 5.6.

“**Lot**” is a portion of the Property designated or that will be designated, as a separately identified lot or parcel of land in any recorded plat, which Lot may be independently owned and conveyed and is zoned or otherwise intended or designated for Recreational Vehicle use. The term “**Lot**” does not include Common Area for purposes of this Declaration, even if Common Area is described as a separate lot on a recorded subdivision plat or any property dedicated to the public.

“**Management Agent**” is defined in Section 4.1(h).

“**Member**” means each Person that holds membership privileges in the Association. Each Owner is a Member by virtue of ownership of a Lot.

“**Mortgage**” means a deed of trust on a Lot securing payment of indebtedness.

“**Mortgagee**” or “**Mortgagees**” means the beneficiary of any deed of trust or Mortgage.

“**Notice of Designation**” is defined in Section 6.7(e)(iii).

“**Owner**” means the Person or Persons, including Declarant, holding all or part of the fee simple interest in a Lot. “**Owner**” does not include holders of title merely as security for the performance of an obligation (such as a Mortgagee).

“**Person**” or “**Persons**” means an individual, corporation, partnership, limited liability company, trust, or other legal entity.

“**Phase 1**” means the following Lots as shown on the Final Plat of Peninsula Point at Richland Chambers plat recorded as Clerk’s Document Number 2019-00008443 of the Official Public Records of Navarro County, Texas:

Lots 56-102, 104-108, 110, 112, 114-117, 119-138, and 140, Block 1;

Lots 2-4, 6-12, and 14-16, Block 2; and

Lot 43, Block 3

“**Phase 2**” means all Lots that are not within Phase 1.

“**Private Street**” is identified in Section 11.8(a).

“**Property**” means that certain real property described in Exhibit A.

“**Records**” means the Official Public Records of Navarro County, Texas.

“**Recreational Vehicle**” and “**RV**” both mean Class A, Class B (with Declarant Approval) and Class C Recreational Vehicles (as defined by applicable state and local laws), fifth-wheel, pull-behinds as approved by Declarant (16 ft minimum), travel trailers, provided they are at least twenty-four (24) feet in length, modern, commercially, manufactured and presentable in looks and repair. The following are specifically excluded from the definition of Recreational Vehicle and RV, among others:

- tents, tent campers, pop-ups, truck campers;
- vehicles on a truck, or semi-truck chassis, or such other units not specifically manufactured to be sold as a recreational vehicle, including but not limited to fold out campers and any recreational vehicles not equipped for full utility hookups to water, sewer and electrical systems
- any unit or structure that require the issuance of any special permit or license, including oversize load or similar permits, for the legal transportation of such units or structures on public roads in the State of Texas;
- any structure or unit that cannot legally be transported under its own power or with the use of a one-ton or smaller light duty truck;
- manufactured, mobile, modular, or any other home or structure regulated by the United States Department of Housing and Urban Development;
- any unit or structure built or set on a pier-and-beam, concrete, other foundation and not on a motor vehicle or trailer chassis; and
- Tiny Homes or any park model recreational vehicle.

“Regular Annual Assessments” is defined in [Section 5.3](#).

“Removal of Notice of Designation” is defined in [Section 6.7\(e\)\(iii\)](#).

“Respondent” is defined in [Section 12.6\(a\)](#).

“Resale Certificate” is defined in [Section 6.11](#).

“Reviewer” is defined in [Section 7.76\(a\)](#).

“Rules” means the rules and regulations of the Association adopted by the Declarant and as may be amended and/or supplemented in accordance with [Section 6.14](#) of this Declaration.

“RV Park Manual” means the manual for the Property to be initially adopted by the Declarant and recorded in the Records, as may be amended and supplemented from time to time in accordance with the procedures for the amendment of Governance Documents set forth in [Section 15.2](#). The RV Park Manual may include the Bylaws, the Rules, the Design Guidelines, and any other Governance Documents.

“Special Assessments” is defined in [Section 5.4](#).

“Storage Area” means any area within the community which may be designated by the Declarant as a “Storage Area” which Declarant shall retain the rights to and shall be utilized as a storage area for boats, trailers, dollies, car transporters, recreational vehicles (when not in use) and other items permitted to be stored on-site, space in which may be available for a fee to Owners, occupants and guests subject to such terms and conditions as the Declarant may implement from time to time.

“TBOC” means the Texas Business Organizations Code, and any successor statute, as amended and supplemented from time to time.

“**Tiny Home**” means a commercially manufactured park model recreation vehicle designed for temporary recreational, camping, or seasonal use that complies with the Park Model RV Standard A119.5 adopted by the American National Standards Institute. As provided below, a Tiny Home may only be located on a Tiny Home Lot.

“**Tiny Home Lot**” means a Lot within Phase 1 for which a Notice of Designation has been recorded and no Removal of Notice of Designation has been recorded.

ARTICLE 2 **DESCRIPTION OF THE PROPERTY AND PROPERTY DESIGNATIONS**

2.1 Introduction. The Property is comprised of Lots and Common Area intended for the use, benefit and enjoyment of the Owners and other occupants of RVs located on the Property. This Article 2 will describe the various designations to be used for the Property, features of the Property and the scope and applicability of the Governance Documents.

2.2 Common Area. “Common Area” is any and all portions of the Property (including any improvements thereon and related personal property and fixtures) that the Association owns or will own, or otherwise Declarant may establish and convey Common Areas to the Association as provided in Article 9.

2.3 Scope and Applicability of the Governance Documents; Compliance. The Property has been established and is administered pursuant to the Governance Documents, which have a legal and binding effect on all Owners and occupants of property within the Property. All Owners and occupants of the RVs as well as their tenants, guests, and invitees, are required to comply with the Governance Documents. All Owners shall be held accountable and liable for their own actions and the actions of their tenants, guests, and invitees, including any damage to Common Areas caused by such Persons.

2.4 Development Agreement. The Property is subject to the Development Agreement.

ARTICLE 3 **DESCRIPTION OF THE ASSOCIATION AND VOTING RIGHTS**

3.1 Purpose. The Association is responsible for administering the Property in accordance with the Governance Documents and is a means through which each Owner can participate in the governance and administration of the Property. Membership and voting rights are vested in the Owners to allow them to participate in the administration of the Property and to influence the outcome of major decisions. Throughout the Development Period, Declarant may adopt the Governance Documents, either in its capacity as Declarant or in the name of the Association.

3.2 Organization. The Association is a Texas nonprofit corporation created under the TBOC by the filing of the Certificate of Formation. The Association is charged with the duties and vested with the powers of a Texas nonprofit corporation. In addition, the Association will have such rights, duties, and powers as set forth in the Certificate of Formation, the Bylaws, this

Declaration, the TBOC and the Texas Property Code. The Association shall continue to exist until it is terminated in accordance with the TBOC.

3.3 Governance

(a) The Association is governed by the Board, which facilitates the day-to-day management and operation of the Association. Except as the Governance Documents or TBOC specifically provide otherwise, the Board acts in all instances on behalf of the Association without approval of the Members. The Board may exercise all rights and powers that the Governance Documents, TBOC and Texas Property Code expressly grant to it, as well as any rights and powers that may be reasonably implied under the Governance Documents. The Board may also take any action reasonably necessary to effectuate any such rights and powers.

(b) The Board of Directors will consist of at least three (3) persons elected at the annual meeting of the Association, or at a special meeting called for such purpose. **Notwithstanding the foregoing provision or any provision in the Governance Documents to the contrary, Declarant will have the sole right to appoint and remove all members of the Board until the 10th anniversary of the date this Declaration is Recorded. Not later than the 10th anniversary of the date this Declaration is Recorded, or sooner as determined by Declarant, the Board shall hold a meeting of Members of the Association for the purpose of electing one-third of the Board (the "Initial Member Election Meeting"), which Board member(s) must be elected by Owners other than the Declarant. Declarant shall continue to have the sole right to appoint and remove two-thirds of the Board from and after the Initial Member Election Meeting until expiration or termination of the Development Period.**

3.4 Membership.

(a) Owners as Members. Any Person automatically becomes a Member of the Association upon becoming an Owner. If more than one Person owns a Lot, then the vote for such Lot will be exercised by the Person that the Owner designates in writing to the Association. Membership rights of a legal entity may be exercised by any officer, director, partner, member or other individual that the Owner designates in writing to the Association. Membership is appurtenant to and runs with the ownership of a Lot. Membership may not be severed from the ownership of the Lot or transferred, pledged, or mortgaged, except together with the title to such Lot. Membership of an Owner terminates upon such Owner's divestment of its Lot.

(b) Declarant as Member. Until termination or expiration of the Development Period, the Declarant shall be a Member of the Association and membership shall not be conditioned upon ownership of all or any portion of the Property.

(c) Consent to Electronic Meetings. By acquiring title to a Lot, each Owner consents to any meetings of the Association, in which such Owner is entitled to participate, being held in any manner permitted under the Bylaws.

3.5 Vote Allocation.

(a) Owners. Each Lot will be allocated one (1) vote to be exercised by the Owner of such Lot in accordance with Section 3.4 and the Bylaws. If a Lot is re-subdivided into two (2) or more Lots, each Lot resulting from the re-subdivision will be entitled to one vote, and each Lot will be subject to separate Assessments. If two (2) or more Lots are consolidated for any purpose including construction of a single residence thereon, then the Lot resulting from the consolidation will be entitled to one (1) vote and be subject to Assessments for one (1) Lot.

(b) Declarant. In addition to the votes to which Declarant is entitled by reason of Section 3.5(a), for every one (1) vote outstanding in favor of any Person or entity other than Declarant, Declarant will have four (4) additional votes until the date Declarant no longer owns any portion of the Property.

ARTICLE 4
ASSOCIATION OPERATIONS

4.1 Rights and Powers of the Association. In addition to other rights set forth in this Declaration and the other Governance Documents, the Association, acting through the Board unless a vote of the Members is otherwise specified, will have all the rights of a Texas non-profit corporation, including the following rights and powers:

(a) Assessments. Levy and collect Assessments pursuant to Article 5 below.

(b) Recreational Facilities. Establish and impose reasonable membership requirements and charge reasonable use or other fees for any recreational facilities within the Property, and permit the use of recreational facilities by Persons other than Owners.

(c) Social Activities. Plan and implement social activities for the benefit of the Owners.

(d) Enforcement. Impose sanctions and take such other actions as the Board may deem necessary for violations of the Governance Documents. Such action by the Association shall be taken in accordance with, and subject to, applicable procedures set forth in the Governance Documents and Applicable Law, including Chapter 209 of the Texas Property Code. Sanctions and other actions that may be taken by the Association shall include all remedies available at law, in equity and/or under this Declaration, including the following:

(i) Suspend a Member's voting rights (except as prohibited by law).

(ii) Suspend an Owner's right to use the Common Areas, including any recreational facilities located thereon, provided that under no circumstance shall the Board restrict or limit ingress and egress to and from a Lot.

(iii) Suspend any services the Association provides to the Owner's Lot.

(iv) Impose reasonable monetary fines against an Owner, for each separate violation, which fine will constitute a lien upon the Owner's Lot until the fine is paid in full. If any occupant, tenant, guest or invitee of a Lot violates the Governance Documents and a fine is imposed, the fine may be assessed against either the violator or the Owner, provided that if the fine is first assessed against the violator but not paid within the time period set by the Board, the Owner shall pay the fine upon written notice from the Board.

(v) Require an Owner, at the Owner's expense, to remove or remedy any Improvement on the Owner's Lot in violation of the Governance Documents. If the Owner fails to remove or remedy such violation in the time required by the Board, the Association will have the right to enter upon the Lot and any Improvements thereon after twenty-four (24) hours written notice (or without notice in the case of an emergency) for the purpose of enforcing this Declaration or abating any violation of the Governance Documents, including the repair or maintenance of any Improvement. Such entry will be made by the Association without any liability to the Owner and will not be deemed a trespass. The expense incurred by the Association in connection with any such entry on a Lot and other actions to bring a Lot and any Improvements thereon into compliance with the Community Wide Standard or other requirements under the Governance Documents will be a personal obligation of the Owner of such Lot, will be deemed an Individual Assessment against such Lot, will constitute a lien against such Lot and will be enforced in the same manner as for other Assessments under Article 5.

(vi) Require an Owner, at the Owner's expense, to reimburse the Association for any damage and resulting loss to the Common Areas arising from the conduct of the Owner or any occupant, tenant, guest, or invitee. If the Owner fails to reimburse the Association in the time required by the Board, such reimbursement will be deemed an Individual Assessment against the Owner's Lot, will constitute a lien against the Lot and will be enforced in the same manner as for other Assessments under Article 5.

(vii) Exercise self-help or take action to abate any violation on the Common Area.

(viii) Preclude any contractor, subcontractor, agent, employee, or invitee of an Owner who fails to comply with the provisions of Governance Documents, including Article 6 or Article 7 of this Declaration, from performing any further activities in the Property.

(ix) Commence and maintain actions and suits to (1) enforce, restrain, and enjoin, by mandatory injunction, specific performance or otherwise, any violation or threatened violation of the Governance Documents and/or (2) recover monetary damages.

(x) Record a notice of any violation of the Governance Documents against the applicable Lot in the Records.

The decision to take any enforcement action under this Section 4.1(d) with respect to any particular matter (including deciding whether to file a lawsuit or take other legal action) will be made by the Board, on behalf of the Association; provided, however, that the Board shall not act in an arbitrary or capricious manner in any enforcement actions; and provided further, however, that under no circumstances will the Board or Association ever expend any of the Association's funds for the purpose of bringing suit against Declarant, its successors or assigns. The Board has no legal duty to institute litigation or any other proceeding on behalf of or in the name of the Association or the Members. A decision to not enforce a particular requirement of the Governance Documents shall not prevent the Association from enforcing the same requirement at a later time, and no Board member or officer or employee of the Association will be liable to any Owner for failure to enforce any of the Governance Documents at any time.

EACH OWNER SHALL INDEMNIFY, HOLD HARMLESS AND, UPON THE ELECTION OF THE BOARD, DEFEND THE ASSOCIATION, ITS DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AGENTS FROM AND AGAINST ANY AND ALL LOSS, COSTS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND AMOUNTS PAID IN SETTLEMENT (COLLECTIVELY, "**CAUSES OF ACTION**") ARISING FROM OR IN CONNECTION WITH THE ASSOCIATION'S ACTIONS UNDER THIS SECTION 4.1(c), EXCEPT TO THE EXTENT SUCH CAUSES OF ACTION ARE CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE ASSOCIATION.

(e) Legal and Accounting Services. Retain and pay for legal, accounting, and other professional services necessary for the proper operation of the Association.

(f) Construction. Construct new improvements or additions to existing improvements on the Common Areas.

(g) Contracts and Property Services. Enter into contracts on such terms as the Board may determine for services relating to operations of the Association or for the benefit of the Property, including contracts for water, gas, sewer, electricity, cable television, internet service, garbage removal, street cleaning and other services for all or any portions of the Property.

(h) Management Agent. Retain the services of a third-party manager or agent (the "**Management Agent**") to manage and operate the Association, with the compensation and other contract terms for a Management Agent to be determined by the Board. The Board may delegate such powers as are necessary for the Management Agent to perform the Management Agent's assigned duties but shall not delegate policy-making authority or ultimate responsibility for the duties specifically assigned to the Board in the Governance Documents. The powers, duties and services delegated to the Management Agent may include, but are limited to (1) provide for the collection of Assessments and the enforcements of liens consistent with the terms of this Declaration, (2) provide for the care, upkeep, maintenance, repair and surveillance of the Community Maintenance Areas, (3) hire, dismiss and replace such personnel as may be required for the efficient operation of the Community Maintenance Areas, (4) enforce Rules, and (5) provide such other services (including tax, legal and accounting services) as the Board desires. The

Board may employ Declarant or its affiliate as Management Agent. The Board may delegate to one of its members the authority to act on its behalf on all matters relating to the duties of the Management Agent which might arise between Board meetings.

(i) Transfer of Common Areas. Without limitation to the rights set forth in Section 9.8, sell or transfer all or any part of the Common Areas upon the affirmative vote of at least sixty-seven percent (67%) of the total number of votes of the Association, voting in person or by proxy at a meeting duly called for such purpose.

(j) Loans. Borrow money and encumber all or any part of the Common Areas in accordance with Section 5.12 and Section 9.8.

4.2 Common Areas. The Association shall operate and maintain the Common Areas and Community Maintenance Areas in accordance with Article 9.

4.3 Insurance. The Association shall obtain and maintain in effect the following minimum insurance coverage, to the extent such insurance is reasonably available at a reasonable cost:

(a) Property Insurance. Blanket all-risk property insurance covering all insurable improvements in the Common Maintenance Area to the extent that the Association has assumed maintenance responsibility, and all Improvements owned by the Association.

(b) General Liability Insurance. Commercial general liability insurance covering bodily injury and property damage resulting from the operation and use of the Common Areas with limits of coverage deemed necessary or desirable by the Board.

(c) Directors and Officers Liability Insurance. Directors and officers liability insurance, errors and omissions insurance, indemnity bonds or other similar insurance covering the Association's Board members, officers, managers and committee members against liability for any act or omission in carrying out such party's duties in its applicable capacity, with limits of coverage deemed necessary or desirable by the Board.

In addition to the required insurance coverage set forth above, the Association may obtain and maintain any insurance policies and bonds deemed necessary or desirable by the Board for the benefit and protection of the Association, the Members, Board members, and officers, employees and agents of the Association.

4.4 Books and Records. The Association shall prepare and maintain books, records, and financial statements of the Association's affairs. The Association shall make copies of such books, records and financial statements, and copies of the Governance Documents, available for inspection by Members, or a person designated in a writing signed by the Member as the owner's agent, attorney, or certified public accountant, in accordance with the Bylaws, the requirements of the TBOC, and Section 209.005 of the Texas Property Code. The RV Park Manual initially adopted by the Declarant and recorded in the Records will include a Records Inspection, Copying and Retention Policy.

4.5 Services Provided by the Association. Without limiting the general right of the Association to enter into contracts under Section 4.1(f), the Association shall have the authority to enter into bulk service agreements at any time and from time to time. The Association may enter into bulk service agreements with any service providers chosen by the Board (including Declarant, and/or any entities in which Declarant, or the owners or partners of Declarant, are owners or participants either directly or indirectly). The bulk service agreements may be entered into on such terms and provisions as the Board may determine. The Association may, at its option and election, add the charges payable by such Owner benefiting from such bulk service agreements to the Assessments (Regular, Special, or Individual, as the case may be) against such Owner's Lot. The bulk service agreements may include such services as cable television, telecommunications, internet access, security monitoring, trash and recycling collection, utilities, landscape maintenance and pest control, and the Association will have no obligation to utilize any particular service provider.

Any Association contract for services may require Owners to enter into separate agreements with the service providers in order to obtain the specified services or to provide access to the. Such agreements may contain terms and conditions so that the services will be terminated or suspended upon a default of the Owner, provided that any such termination will not relieve the Owner of the continuing obligation to pay Assessments for the services that are assessed against the Lot.

The Board may discontinue offering particular services and may modify or cancel agreements for existing services, subject to the terms of the service agreement.

4.6 Actions and Decisions of the Board. Except as otherwise provided in the Governance Documents, any judgment, decision, consent, approval or action made, given or withheld by the Board in exercising its powers, authority or duties shall be made, given or withheld in the Board's sole and absolute discretion and shall be final so long as such judgment, decision or action is exercised in good faith. The Association, its directors, and officers shall not be liable to any Person for any error in judgment or any action or inaction of the Board, except that nothing in this Section 4.6 shall relieve any Person of liability for gross negligence or willful misconduct.

ARTICLE 5 **ASSESSMENTS AND ASSOCIATION FINANCES**

5.1 Purpose. The Association will use Assessments to enhance and manage the Property, including the maintenance of improvements to, and operations of, real and personal property, management and operation of the Association, and any expense reasonably related to the purposes for which the Property was developed.

5.2 Obligation for Assessments.

(a) Commencement. Except as set forth in Section 5.2 (c) or this Section 5.2(a), Assessments on a particular Lot commence on the first day of the month following the date on which the Lot is made subject to this Declaration. With respect to a Lot that is considered exempt

pursuant to Section 5.2(c) or this Section 5.2(a), Assessments on such Lot will commence on the first day of the month following the date on which the Lot loses its exempt status.

(b) **Personal Obligation.** By accepting title to a Lot, each Owner covenants and agrees to pay all Assessments authorized in the Governance Documents. All Assessments, late charges as determined by Board resolution, costs, and reasonable attorneys' fees, shall be the personal obligation of each Owner and a lien upon each Lot until paid in full; provided, an Owner shall not be liable for fees of a collection agent retained by the Association except as provided in Tex. Prop. Code §209.0064. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any Assessments and other charges due at the time of transfer.

The Board's failure to fix Assessment amounts or rates or to deliver an Owner an Assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay Assessments. In such event, each Owner shall continue to pay Assessments on the same basis as during the last year for which an Assessment was made, if any, until a new Assessment is levied.

No Owner may exempt himself or herself from liability for Assessments by non-use of Common Areas, abandonment of his or her Lot, non-use of a service or otherwise. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or otherwise.

(c) **Exempt Property.** The following portions of the Property shall be exempt from the payment of Assessments:

- (i) All Common Areas;
- (ii) All portions of the Property owned by Declarant or a Declarant Affiliate;
- (iii) If Declarant so determines, any Lot or other portion of the Property that is unplatted or unimproved; and
- (iv) Any portion of the Property dedicated to and accepted by any governmental authority or public utility.

In addition, Declarant or the Association may grant exemptions to certain Persons qualifying for tax exempt status under Section 501(c) of Internal Revenue Code.

5.3 Annual Assessments.

(a) **Regular Annual Assessments.** The amount of Regular Annual Assessments (as defined below) to be levied equally among all Lots subject to Assessments during the first year following the Effective Date shall be set at the discretion of the Board. Thereafter, prior to the

beginning of each year, the Board will prepare a budget based on an estimate of the Common Expenses to be incurred by the Association during the coming year in performing its functions and exercising its powers under this Declaration, including, but not limited to, the cost of all management, repair and maintenance of Common Areas, the cost of providing street and other lighting, the cost of administering and enforcing the covenants and restrictions contained herein, and the cost of otherwise managing the Property for the general benefit of Owners, including a reasonable provision for contingencies, an appropriate operating reserve (at a level determined by the Board to be sufficient to cover the cost of operational or maintenance emergencies or contingencies) and an appropriate replacement reserve (at a level that anticipates scheduled replacement or major repair of Improvements for which the Association is responsible) (the “**Budget**”). The Budget will give due consideration to any expected income and any surplus from the prior year’s funds. The total amount of expected expenditures set forth in the Budget will be allocated equally among all Lots subject to Assessments and will be levied as “**Regular Annual Assessments**” by the Board. All Regular Annual Assessments will be due and payable to the Association at the beginning of the year or during the year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate.

(b) **Supplemental Increases to Regular Annual Assessments.** If during the course of a year the Board determines that the Regular Annual Assessments are insufficient to cover the estimated Common Expenses for the remainder of the year, the Board, without any other approval or vote necessary, may increase Regular Annual Assessments for the remainder of the year in an amount that covers the estimated deficiency.

(c) **Special Assessments.** The Board of the Association, without a vote of the Members, may levy “**Special Assessments**” to cover Property expenses whenever in the Board’s opinion such Special Assessments are necessary to enable the Board to carry out the functions of the Association under this Declaration. The amount of any special Assessments will be at the reasonable discretion of the Board. Except as otherwise specifically provided in this Declaration, any Special Assessments for Property expenses shall be allocated equally among all Lots subject to Assessments. In addition, during the Development Period, any Special Assessments shall also be subject to Declarant’s written consent. Special Assessments shall be payable in the manner and at the times as the Board determines and may be payable in installments extending beyond the year in which the Special Assessments are approved.

(d) **Assessments Due for Owners of Multiple Lots.** Owners of more than one Lot are only responsible for one (1) set of Regular Annual Assessments and Special Assessments for every two (2) Lots that they own. By way of example, the owner of four (4) Lots is responsible for two sets of assessments, the owner of five (5) Lots is likewise responsible for two sets of assessments, and the owner of six (6) Lots is responsible for three (3) sets of assessments. Nothing contained in this Article shall affect any owner’s voting rights as set forth in Article 3 of this Declaration.

5.4 **Notice of Budgets and Assessments; Budget Revisions.** The Board shall send a copy or summary of the Budget, together with notice of the amount of Regular Annual Assessments to be levied pursuant to such budget to each Owner at least 30 days prior to the due date of the Assessments to be levied pursuant to such budget. The Board may revise the Budget

any time (including if sums collected prove inadequate for any reason, including for nonpayment of any Assessment), subject to the same notice requirements set forth in this Section 5.5.

5.5 Individual Assessments. In addition to the Assessments set forth above, the Board may levy “**Individual Assessments**” against a Lot and its Owner for the following purposes:

(a) Late charges and collection costs of delinquent Assessments, each as determined by the Board, subject only to the maximum amounts permitted under Applicable Law;

(b) Reimbursement for costs incurred in bringing an Owner or his Lot into compliance with the Governance Documents; or for damage or loss caused by the acts of an Owner or occupant of a Lot, or their agents, contractors, employees, licensee, invitees or guests; or costs incurred for any damages and resulting loss to the Common Areas in accordance with Section 4.1(c)(vi), provided that the Board must give the Owner prior written notice and an opportunity for a hearing in accordance with the Bylaws;

(c) To cover fines for violations of the Governance Documents and costs incurred in bringing the Lot into compliance with the Governance Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of the Lot, their agents, contractors, employees, licensees, invitees or guests, provided that the Board shall give the Owner or Person responsible for maintenance of the Lot prior written notice and an opportunity for a hearing in accordance with the Bylaws before levying any Individual Assessment under this subsection (c);

(d) To cover transfer-related fees and Resale Certificate fees requested by an Owner in accordance with Section 6.4;

(e) To cover the amount of any insurance deductible assessed against an Owner pursuant to Section 4.3;

(f) To cover the costs, including overhead and administrative costs, of providing services to a Lot upon an Owner’s request pursuant to any menu of optional services that the Association may offer;

(g) To cover the charges for services provided to a Lot pursuant to any service agreement entered into by the Association; and

(h) To cover any other amounts that the Governance Documents authorize the Association to charge to a particular Owner or levy against a particular Lot.

Individual Assessments are due and payable to the Association on the date stated in the notice of Individual Assessment or, if no date is stated, within ten (10) days after notice of the Assessment is given.

5.6 Use and Consumption Fees. The Board may charge fees related to use and/or consumption to any Person using Association services or facilities and may determine the amount and method of determining such fees. Different fees may be charged to different classes of users (e.g., Owners and non-Owners).

5.7 **Priority of Payments.** Payments received from an Owner by the Association shall be applied to the amounts owed by such Owner in the following order of priority:

- (a) First, to delinquent Assessments;
- (b) Then, to any current Assessments;
- (c) Then, to any attorneys' fees or third-party collection costs (to the extent permitted by law) incurred by the Association associated solely with Assessments or any other charge that could provide the basis for foreclosure;
- (d) Then, to any other attorneys' fees incurred by the Association that the Association is entitled to charge to such Owner's account;
- (e) Then, to any fines assessed by the Association against such Owner or the occupants of such Owner's Lot; and
- (f) Then, to any other amount owed by such Owner to the Association.

Notwithstanding the above, if the Owner is in default under a payment plan entered into pursuant to Section 5.10 below at the time the Association receives a payment from such Owner, then the Association is not required to apply the payment in the order of priority specified herein, provided that a fine assessed by the Association may not be given priority over any other amount due.

5.8 **Payment Plans.**

- (a) **Eligibility for Payment Plan.** An Owner who is delinquent in the payment of any Regular Annual Assessments or Special Assessments, or any other amounts owed to the Association, including costs of collection incurred by the Association (collectively, an "**Assessment Delinquency**"), shall be entitled to enter into an installment payment plan with the Association providing for an alternative payment schedule by which the Owner may make partial payments to the Association for the Assessment Delinquency (each, a "**Payment Plan Agreement**"), except as provided below. Each such Payment Plan Agreement shall be in accordance with the terms of this Section 5.10 and the requirements of Section 209.0062 of the Texas Property Code.

Notwithstanding the foregoing, or any provision herein to the contrary, (i) an Owner shall be ineligible to pay his Assessment Delinquency under a Payment Plan Agreement if the Owner has failed to honor the terms of a previous Payment Plan Agreement with the Association and it has been less than two (2) years since the Owner's default under the previous Payment Plan Agreement, (ii) the Association is not required to allow a Payment Plan Agreement that allows a payment plan for any amount that extends more than eighteen (18) months from the date of the owner's request for a payment plan, and (iv) the Association is not required to allow an Owner to enter into a Payment Plan Agreement more than once in any twelve (12) month period or under any other circumstances as may be permitted by Texas law.

(b) **Payment Plan Administrative Charges and Interest.** In addition to the Assessment Delinquency, an Owner who enters into a Payment Plan Agreement shall be required to pay to the Association reasonable costs associated with preparing the Payment Plan Agreement and administering the Owner's compliance with the Payment Plan Agreement (collectively, the "**Payment Plan Administrative Charges**"). An Owner who enters into a Payment Plan Agreement with the Association shall also be required to pay all interest due and payable on the Assessment Delinquency in accordance with applicable provisions of the Governance Documents, which interest shall continue to accrue on the Assessment Delinquency during the term of Payment Plan Agreement.

(c) **Available Payment Plan Schedules.** The Association has established three alternative installment payment plan schedules (each, a "**Repayment Schedule**"). Any Owner who is eligible to enter into a Payment Plan Agreement with the Association shall be entitled to select from any of the Repayment Schedules that the Owner qualifies for, which shall be based on the total amount of the Assessment Delinquency owed by the Owner at the time the Payment Plan Agreement is entered into. The three available Repayment Schedules are as follows:

(i) Six-Month Repayment Schedule: Any Owner who owes the Association an Assessment Delinquency totaling \$600 or less shall be qualified to select the Six-Month Repayment Schedule. Under the Six-Month Repayment Schedule, the Owner shall pay the Assessment Delinquency, plus any Payment Plan Administrative Charges and accrued interest, in equal monthly installments over a period of six (6) months.

(ii) Twelve-Month Repayment Schedule: Any Owner who owes the Association an Assessment Delinquency totaling \$601 - \$1,200 shall be qualified to select either the Six-Month Repayment Schedule or the Twelve-Month Repayment Schedule. Under the Twelve-Month Repayment Schedule, the Owner shall pay the Assessment Delinquency, plus any Payment Plan Administrative Charges and accrued interest, in equal monthly installments over a period of twelve (12) months.

(iii) Eighteen-Month Repayment Schedule: Any Owner who owes the Association an Assessment Delinquency totaling \$1,201 or more shall be qualified to select the Six-Month Repayment Schedule, the Twelve-Month Repayment Schedule, or the Eighteen-Month Repayment Schedule. Under the Eighteen-Month Repayment Schedule, the Owner shall pay the Assessment Delinquency, plus any Payment Plan Administrative Charges and accrued interest, in equal monthly installments over a period of eighteen (18) months.

(d) **Payment Plan Agreement.** Each Payment Plan Agreement shall be evidenced in writing and executed by both the Owner and a duly authorized representative of the Association. The Payment Plan Agreement shall specify the total amount of Assessment Delinquency owed, the total amount of Payment Plan Administrative Charges and interest to be paid under the Payment Plan Agreement, and the term of the Repayment Schedule.

(e) **Default of Payment Plan Agreement.** Each payment due under any Payment Plan Agreement shall be due and payable on or before the first (1st) day of each month during the term

of the Payment Plan Agreement. Time is of the essence with respect to payments under a Payment Plan Agreement and the obligation to pay each monthly payment on or before the first (1st) day of each month must be strictly complied with. If a monthly payment made pursuant to a Payment Plan Agreement is returned for insufficient funds and/or if a payment is received after the due day thereof, it shall constitute a material breach of the Payment Plan Agreement. In such event all unpaid amounts subject to the Payment Plan Agreement shall automatically, without any further notice from the Association, be accelerated and shall be immediately due and payable in full to the Association.

If an Owner fails to timely make a payment under a Payment Plan Agreement in sufficient funds, the Owner shall be considered in default of the Payment Plan Agreement until the Owner pays the full amount of the Assessment Delinquency, Payment Plan Administrative Charges and accrued interest subject to the Payment Plan Agreement to the Association (the “**Payment Plan Default Period**”). In addition, the defaulting Owner shall be liable for all costs of collection, including reasonable attorneys’ fees, incurred by the Association to collect any remaining unpaid amounts subject to the Payment Plan Agreement, which shall be added to and included within the Assessment Delinquency that must be paid by the defaulting Owner to the Association under such Payment Plan Agreement. Any payments received by the Association from an Owner who is in default under a Payment Plan Agreement during a Payment Plan Default Period shall be applied to the Owner’s debt or account in the following order of priority:

- (i) any attorneys’ fees or third-party collection costs incurred by the Association in connection with collection of the Owner’s debt;
- (ii) any other fees and expenses reimbursable to the Association in connection with collection of the Owner’s debt;
- (iii) any late charges and interest due by the Owner;
- (iv) any delinquent Assessment;
- (v) any current Assessment;
- (vi) any other amount owed to the Association (excluding fines); and
- (vii) any fines assessed by the Association.

5.9 **Declarant Subsidy.** Declarant may, but is not obligated to, reduce the Assessments that would otherwise be levied against Lots for any year by payment of a subsidy. Any such subsidy may be treated as a contribution or a loan, as determined by Declarant. Any such subsidy and the characterization thereof shall be conspicuously disclosed as a line item in the income portion of the Budget. Payment of such subsidy in any year will not obligate Declarant to continue payment of any subsidy in future years, unless otherwise provided in a written agreement between the Association and Declarant.

5.10 **Association’s Right to Borrow Money.** The Association may borrow money, subject to the consent of Owners of at least a majority of Lots, except that no such consent is

required if the total amount of such borrowing together with all other debt incurred within the previous twelve (12) month period would not exceed twenty (20%) of the Association's budgeted gross expenses for that fiscal year as set forth in the Budget. The Association may encumber, mortgage, pledge, or deed in trust any of its real or personal property, and may assign its right to future income, as security for money borrowed or debt incurred, subject to Section 9.8. This Section 5.12 does not apply to loans by Declarant or a Declarant Affiliate to the Association.

5.11 Lien for Assessments; Assignment of Rents.

(a) Existence of Lien. The Association shall have a lien against each Lot to secure payment of Assessments, interest, late charges, and costs of collection (including reasonable attorneys' fees and expenses). Such lien shall be superior to all other liens except (i) the liens of all taxes, bonds, assessments and other levies which by Texas law are superior, and (ii) the lien or charge of any recorded Mortgage made in good faith and for value having priority over all other Mortgages on the Lot.

Although no further action is required to create or perfect the lien, the Association may, as further evidence and notice of the lien, execute and record a document setting forth as to any Lot the amount of the delinquent sums due the Association at the time such document is executed and the fact that a lien exists to secure the repayment thereof. However, the failure of the Association to execute and record any such document shall not affect the validity, enforceability, or priority of the lien.

(b) Enforcement of Lien. The Association's lien may be foreclosed through judicial foreclosure proceedings, mediation ordered by a court pursuant to Sec. 154.028 of the Civil Practice and Remedies Code or, to the extent allowed by law, nonjudicial foreclosure proceedings in accordance with Tex. Prop. Code Section 51.002, as it may be amended, in like manner of any deed of trust on real property, after compliance with the procedures set forth in Chapters 51 and 209 of the Tex. Prop. Code, if applicable. Each Owner hereby grants to the Association a power of sale to be exercised in accordance with Tex. Prop. Code Section 51.002, as it may be amended. The Association shall not foreclose its lien if the debt secured by the lien consists solely of (i) fines or attorneys' fees associated with fines, (ii) charges related to the compilation, production or reproduction of information requested pursuant to the Owner's right to inspect the Association's books and records, or (iii) charges related to the cost of an election recount.

The Association may bid for the Lot at the foreclosure sale and acquire, hold, lease, mortgage and convey the Lot. While a Lot is owned by the Association following foreclosure, (i) no right to vote shall be exercised on the Lot's behalf; (ii) no Assessment shall be levied on the Lot; and (iii) each other Lot shall be charged, in addition to its usual Assessment, its pro rata share of the Assessment that would have been charged against such foreclosed Lot had it not been acquired by the Association.

The Association may sue an Owner or former Owner of a Lot for unpaid Assessments and other charges authorized in the Governance Documents without foreclosing or

waiving the lien securing same, in addition to pursuing any and all remedies allowed by law to enforce the lien.

(c) Effect of Sale or Transfer. Sale or transfer of any Lot shall not affect the Assessment lien or relieve such Lot from the lien for any subsequent Assessments, except that a sale or transfer pursuant to a foreclosure of a first Mortgage shall extinguish the Association's lien for Assessments that became payable prior to such sale or transfer. A purchaser at a foreclosure sale or subsequent Owner of the foreclosed Lot shall not be personally liable for Assessments on such Lot due prior to such foreclosure. Such unpaid Assessments shall be a component of Common Expenses collectible from Owners of all Lots subject to Assessment, including such acquirer. Notwithstanding the foregoing, a foreclosure of a Lot shall not extinguish the Association's claim for unpaid Assessments against the former Owner of the Lot who was the Owner at the time such Assessments became payable.

(d) Assignment of Rents. Every Owner hereby grants to the Association a continuing assignment of rents to secure the payment of Assessments to the Association. If Assessments or any other charges assessed to a Lot or an Owner of the Lot become delinquent during a period in which the Lot or any Improvement thereon is leased, the Association may direct the tenant to deliver rent to the Association for application of the delinquent account, provided the Association gives the Owner notice of the delinquency, a reasonable opportunity to cure the debt, and notice of the Owner's right to a hearing before the Board. The Association must account for all monies received from a tenant and must remit to the Owner any rents received in excess of the past-due amount. A tenant's delivery of rent to the Association under the authority hereby granted shall not be a breach of the tenant's lease with the Owner and shall not subject the tenant to penalties from the Owner.

ARTICLE 6 **PROPERTY USE RESTRICTIONS AND COVENANTS**

6.1 Purpose. This Article sets forth the basic standards regarding the use, occupancy, and transfer of interests in Lots. This Article also provides the procedure by which the Rules may be expanded and modified over time to address the particular needs and desires of the Association and Community.

6.2 Recreational Use and Limit on Continuous Occupancy. The RV Park shall be used for recreational, vacation rental, and related purposes, which may include, without limitation, offices for a property manager retained by the Association or a sale/leasing office used for the Declarant or by the Managing Agent for sales and leasing offices or business office of the Declarant or the Association consistent with this Declaration. Use of Lots as permanent residences is prohibited. Lots may be used solely for placement of RVs for temporary occupancy only. Tiny Home Lots may be used solely for placement of RVs or Tiny Homes for temporary occupancy only. Continuous occupancy of any Lot by an Owner and/or its tenant for more than thirty (30) consecutive days or more than thirty (30) days in any forty-five (45) day period is prohibited. No Tiny Home may be installed on any Lot that is not a Tiny Home Lot.

6.3 Rental of Lots. The rental of any and all Lots on the Property shall be managed by Peninsula Pointe Management, LLC, 2182 Georgia Rd. Franklin, NC 28734, (469) 401-1756.

6.4 Permanent Structures. Construction of permanent structures on the Lots is prohibited .

6.5 Flooding. According to Community Panel Number 48349C0450D and 48349C0625D, dated June 5, 2012, of the Federal Emergency Management Agency, National Flood Insurance Program Map, a portion of this property lies within Zone "A" which is a Special Flood Hazard area where base flood elevations have not been determined and a portion of this property lies within Zone "X" which is not a Special Flood Hazard Area. The Property and/or the structures thereon may be subject to flooding or flood damage. The District or other man-made or natural causes could cause flooding. Neither the Association, the Declarant nor any successor Declarant shall in any way be considered insurers or guarantors of the conditions of the RV Park. Neither the Association, the Declarant, nor any successor Declarant shall be held liable for any loss or failure to provide adequate flood proofing or minimizing of extreme weather events or ineffectiveness of systems or protective measures taken. No representation or warranty is made that any Lot is safe from flash flooding events on a localized basis, nor that any protective measures undertaken will in all cases prevent loss or provide the detection or protection for which such system or protective measures are designed or intended. Each Owner acknowledges, and understands and covenants to inform its tenants and occupants of the Lot that the Association, the Board, the ARC, Declarant and any successor Declarant are not insurers and that each Person using the RV Park assumes all risk of personal injury and loss or damage to property, resulting from any extreme weather or flooding. Within twelve (12) hours of any notice by the Association, the District or any other governmental authority of any actual or possible flooding event likely to affect the RV Park or any Lot or Lots within the RV Park, the Owner or Owners of such Lot or Lots shall remove the RVs or Tiny Homes, together with other motor vehicles, boats, trailers and other personal property, located on such Lot or Lots from the boundaries of the Flowage Easement until the District or any other governmental authority declares such flooding event, or the risk thereof, to have ended.

6.6 Recreational Vehicles. During the Development Period, all Recreational Vehicles to be placed on a Lot are subject to the approval of the Declarant, in its sole discretion or the ARC. This provision shall also apply to replacement Recreational Vehicles acquired subsequent to the acquisition of the Lot.

6.7 Tiny Homes.

(a) During the Development Period, all Tiny Homes to be placed on a Lot are subject to approval of the Declarant, in its sole discretion or the ARC. This provision shall also apply to replacement Tiny Homes acquired subsequent to acquisition of the Lot.

(b) Tiny Homes are only allowed on Tiny Home Lots, which are limited exclusively to Phase 1. Tiny Homes are prohibited on Lots in Phase 2. No lot within Phase 2 may be a Tiny Home Lot regardless of whether a Notice of Designation is recorded.

(c) **There shall be no more than fifty (50) Tiny Homes and Tiny Home Lots on the Property.** The designation of a Lot as a Tiny Home Lot will be on a first-come, first-served basis and the priority will be determined based upon the date of recording of the Notice of Designation. Once a Notice of Designation has been recorded in the Official Public Records of Navarro, County, Texas, the total number of available Tiny Home Lots will be reduced until such time as fifty (50) Lots have been designated as a Tiny Home Lots, subject to Section 6.7(d) below, regardless of whether a Tiny Home is ever installed on such Tiny Home Lot or a Removal of Notice of Designation has been issued and/or recorded with respect to such Lot.

(d) A Tiny Home shall not be allowed on any Lot unless installed or approved subject to the conditions in Section 6.7(e) within six (6) years of the original deed for the Lot from the Declarant to a third-party.

(e) **Procedure for Placement of Tiny Home on Lot.**

(i) Owner must notify Declarant in writing of Owner's intent to place a Tiny Home on a permitted Lot (i.e., a Lot in Phase 1).

(ii) Within two (2) weeks of receipt of notice from the Owner, Declarant shall confirm to Owner that Owner may proceed with placing a Tiny Home on the Lot. Upon receipt of notice from the Declarant that a Tiny Home is approved for the Lot, Owner shall then proceed with having a Tiny Home placed on the Lot.

(iii) Once Declarant has received notification from Owner, it shall record a Notice of Designation designating the Lot as a Tiny Home Lot ("Notice of Designation"). Said Lot shall thereafter be a Tiny Home Lot so long as a Tiny Home is in fact placed on said Lot within one hundred and eighty days (180) days of Declarant confirming to Owner that it may place a Tiny Home on the Lot. In the event that a Tiny Home is not placed on the Lot within the aforementioned period, the lot shall no longer be a Tiny Home Lot and Declarant is entitled to record a Removal of Notice of Designation denoting such ("Removal of Notice of Designation"). The recording of a Removal of Notice of Designation will not, however, increase the cumulative number of Tiny Home Lots remaining to be designated as a Tiny Home Lot.

(iv) Declarant shall mail a copy of all recorded Notices of Designation and Removals of Notice of Designation to the District at 800 East Northside Drive, Fort Worth, Texas 76102, Attn: Real Property Director.

(f) All Tiny Homes must meet the Standard A119.5 adopted by the American National Standards Institute.

(g) Tiny Homes may be skirted, and the tongues thereof may be removed provided that the tongue and all related hardware is kept on-site and the skirting may be removed and the tongue re-installed in two (2) hours or less.

6.8 Prohibited Activities.

(a) Parking.

(i) The parking of any vehicle is prohibited on public or private streets or thoroughfares within the RV Park except for construction vehicles of the Declarant which may be parked in the streets of a construction area during the Development Period.

(ii) The parking of commercial vehicles or equipment, Recreational Vehicles other than the one such Recreational Vehicle to be parked on the Lot of a Member, boats and other watercraft, trailers, dollies, stored vehicles or inoperable vehicles anywhere within the RV Park is prohibited except in parking or storage areas as may be designed by Declarant or the Board, provided, construction, service and delivery vehicles shall be excepted from this provision during daylight house for such period of a time as is reasonably necessary to provide service or to make a delivery to a Lot or the common Area, and boats may be parked in driveways for not more than 24 hours.

(iii) The parking of passenger vehicles shall be limited to two (2) per Lot at any one time. in the event guest vehicles would cause the limitation of this provision to be exceeded, the guests may park at areas, if any, designated by the Board.

(iv) No overnight parking shall be allowed in the parking lot associated with or adjacent to the community clubhouse and boat ramp identified as Lot 44, Block 3 of the Development. For the purposes of this paragraph, "overnight parking" shall mean the parking of any RV, motor vehicle or trailer for any period of two (2) hours or longer during the hours between sundown and sunrise.

(b) Personal Property Maintenance. No Recreational Vehicle, Tiny Home, or Lot shall be allowed to fall into disrepair, or to become unsafe, unsanitary, or unsightly. All Recreational Vehicles, Tiny Homes, and Lots shall at all times be kept in good condition and repair and adequately painted or otherwise finished. Each Recreational Vehicle and Tiny Home shall at all times remain insured and duly licensed or registered for operation on public roads and streets and, other than periods of ordinary maintenance conducted in approved areas, readily moveable with all applicable engines, transmissions, tires, axles, lights, and other equipment installed and operational such that the Recreational Vehicle or Tiny Home is capable of immediate use on or transport across public roads. For purposes of this section, "**immediate**" means that the Recreational Vehicle or Tiny Home will be capable of being used on or transported across public roads within twelve (12) hours of the Owner receiving notice. This section is subject to the provisions of Section 6.7(g) allowing skirting of Tiny Homes and removal of tongues of Tiny Homes subject to certain restrictions.

(c) No Commercial Use. No trade or business may be conducted on any Lot.

(d) Animals. No animals, livestock, reptiles, insects, poultry or other animals of any kind shall be raised, bred or kept on any Lot or on the Common Areas, except usual and ordinary domestic dogs, cats, fish and birds inside bird cages, may be kept as household pets on

any Lot provided they are not kept, bred, or raised therein for commercial purposes, and such permitted animals are subject to such Rules as may be adopted by the Board. In addition, the following shall apply:

- (i) All animals shall be a leash or carried when outside the Recreational Vehicle.
- (ii) All pet owners shall immediately remove and properly dispose of any pet litter deposited on any portion of any Lot or Common Area.
- (iii) No potbellied pigs, snakes, American Pit Bull Terriers, Rottweilers, Doberman Pinschers, wolf-hybrid dogs (or any mixed breed of any of the foregoing animals), may be brought onto or kept in the Community at any time. Additionally, the Board may require any animal that: (1) exhibits aggressive behavior, including but not limited to: snarling, growling, hissing, lunging, snapping or biting; or (2) is kept in an unsanitary condition; or (3) is loud and disruptive, be permanently removed from the RV Park upon five (5) days written notice.
- (iv) Where applicable, all pets shall be duly licensed in such location that an Owner resides. Any animal regulations promulgated by Navarro County, Texas which are more restrictive and stringent than those set forth herein, shall control.

(e) Foul or Obnoxious Odors. Any activity which emits foul or obnoxious odors outside the Lot or creates noise or other conditions which tend to disturb the peace or threaten the safety of the occupants of other Lots shall be prohibited within the RV Park.

(f) Illegal Activities. All activity which violates local, state, or federal laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation shall be prohibited within the RV Park.

(g) Hobbies and related Activities. Pursuit of hobbies or other activities which tend to cause an unclean, unhealthy, or untidy condition to exist outside of RVs on the Lot shall be prohibited within the RV Park.

(h) Noxious or Offensive Activities. Any noxious or offensive activity which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to any Owner shall be prohibited within the RV Park.

(i) Exterior Sculpture and Similar Items. No exterior sculpture, fountains, flags and temporary flagpoles, birdhouses, birdbaths, other decorative embellishments, or similar items shall be permitted unless approved in accordance with Article 7 of this Declaration; provided, however, the American flag will be allowed subject to reasonable restrictions as established by the ARC.

(j) Playground. No jungle gyms, swing sets, or similar playground equipment shall be erected or installed on any Lot without prior written approval of the ARC. Any playground or other play areas or equipment furnished by the Association or erected within the RV Park shall

be used at the risk of the use. The Association shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to the use thereof.

(k) Pools. No swimming pools, whirlpools or spas shall be erected, constructed, or installed on any Lot except as Declarant within Common Areas or with Declarant approval.

(l) Outside Burning. Outside burning of trash, leaves, debris, or other materials, except as may be authorized by the Declarant, shall be prohibited within the RV Park.

(m) Loudspeakers, etc. Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound devise so as to be an unreasonable annoyance or nuisance to occupants or other Lots in the Board's judgement, except alarm devises used exclusively for security purposes shall be prohibited within the RV Park.

(n) Dumping. There shall be no dumping of grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, or lake, or elsewhere within the Property.

(o) Trash. Rubbish, trash, or garbage must be placed in approved containers.

(p) Swimming. Swimming is not allowed in the lake adjoining the RV Park. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of use of the lake adjacent to the RV Park.

(q) Fireworks. Use and discharge of firecrackers and other fireworks shall be prohibited unless sponsored by the Declarant or the Association. Neither the Declarant nor the Association shall have any obligation to take action to prevent or stop such discharge.

(r) Storage of Hazardous Fuels. On-site storage of gasoline, heating, or other fuels, except that a reasonable amount of fuel may be stored in each Lot for emergency purposes and for the operation of lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment.

(s) Garage, Rummage and Moving Sales. Any business, trade, garage sale, moving sale, rummage sale, or similar activity shall be prohibited within the RV Park.

(t) Hunting, Trapping. Capturing, trapping, or killing of wildlife within the RV Park shall be prohibited, unless authorized by the Declarant or the Association and in accordance with State and local law and any governmental entities having jurisdiction. Subject to Applicable Laws, fishing is permitted.

(u) Holiday Decorations. Holiday lighting and decorations on the exterior of Lots shall be prohibited within the RV Park except for lighting and decorations that are displayed in commemoration or celebration of publicly observed holiday. Such lighting and decorations may not be displayed more than four weeks in advance of the holiday and must be removed within ten (10) days after the holiday has ended.

(v) Unsightly Devices. Plans, devices, or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the RV Park shall be prohibited within the property.

(w) Sheds. Sheds not approved by or constructed by Declarant or its approved contractors or subcontractors shall be prohibited within the RV Park. Structures, equipment, or other items on the exterior portions of a Lot which have become rusty, dilapidated, or otherwise fallen into disrepair shall be prohibited within the RV Park.

(x) Fences. No fences may be erected upon any Lot.

(y) Vehicle Maintenance. No vehicle maintenance may be performed upon the Lot or Common Area, except in areas which are designed by the Declarant or the Association for the purpose, or in the event of any emergency.

(z) A.T.V.'s. All-terrain vehicles (ATVs) are prohibited to be used within the RV Park except for the storage of ATVs in any Storage Area for use off-site.

(aa) Boats Restricted. The storage of any boats in the Storage Area or in any area as may be designated by the Declarant or the Board are subject to the terms and conditions imposed by the Declarant or the Board on the use of such area.

(bb) Other Restricted Activities. Any activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within the RV Park or which use excessive amounts of water may be required or which results in unreasonable levels of sound or light pollution. The easements for public utilities shall not be blocked or impaired in any manner.

(cc) Mailboxes. No mailboxes are permitted on any Lots.

(dd) Carports. No carports or other similar structures are permitted in the RV Park.

(ee) Blocking or Removal. No Owner or tenant of any Lot may install any improvement, fixture, or other item on any RV, Tiny Home, or Lot that blocks or otherwise hinders or impedes the removal of any RV or Tiny Home. Skirting of a Tiny Home is permitted generally pursuant to the restriction in Section 6.7(g). However, no skirting may be installed on any Tiny Home in a manner that requires the use of any specialized equipment, tooling, or services to allow the removal of such Tiny Home.

6.9 Golf Cart Restrictions. Golf carts shall be permitted, without the prior written approval of the Declarant or the Board, subject to the following:

(a) All golf carts shall be insured and evidence of such will be filed in the offices of the Association.

(b) All golf cart drivers must have a valid driver's license.

- (c) Unless equipped with lights, no golf cart shall be driven after dark.
- (d) All carts shall be driven in areas designated by the Association.

6.10 Antennas, Satellite, Dishes. Except as provided below or otherwise approved by the Board, no antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained outdoors in any portion of the Community. Direct broadcast satellite (“DBS”) antennas and multi-channel multi-point distribution services (“MMDS”) one meter or less in diameter and television broadcast service antennas may be installed in accordance with rules and regulations of the Federal Communication Commission (“FCC”) and the Association. Any such devised shall be installed in the least conspicuous location available on the Lot that permits reception of an acceptable quality signal.

6.11 Traffic Regulations. All vehicular traffic on the private streets and roads within the Community shall be subject to the provisions of the laws of the State of Texas and Navarro County concerning operation of motor vehicles on public streets. The Board is hereby authorized to promulgate, administer, and enforce reasonable rules and regulations governing vehicular and pedestrian traffic within the Community, including reasonable safety measures and speed limits (including modifications of those in force on public streets) and restrictions on the types of vehicles which may be driven or kept in the Community. The Association shall be entitled to enforce same by establishing such enforcement procedures as it deems appropriate, including levying fines for the violation thereof. In the event of a conflict between such provisions of the laws of the State of Texas and Navarro County and the Association rules, the Association rules shall control unless the laws of the State of Texas or Navarro County are determined by the Board to be more restrictive. Only drivers licensed to operate motor vehicles by the State of Texas or by any other state in the United States may operate any type of motor vehicle within the Community, including golf carts, mopeds, motorcycles, and motor driven bicycles. In order to operate a golf cart in the Community, the Owner or user thereof shall have complied with any regulations and requirements for the operation thereof as may be required by the Association. All vehicles of any kind and nature which are operated within the Community shall be operated in a careful, prudent, sage, and quiet manner with due consideration for the rights of Owners and occupants within the Community

6.12 Leasing. The leasing of any Lot, Recreational Vehicle, or Tiny Home by an Owner (other than Declarant) is subject to the following requirements:

(a) All leases and of any Lots shall be administer by the Managing Agent unless Owner seeks to use a leasing/rental company of their choice. In the event an Owner seeks to rent or lease using a leasing/rental company of their choice, notice will be given to Declarant and Managing Agent that includes the names and contact information of the parties renting or leasing as well as the name and contact information of the leasing/rental company. Should an Owner use a leasing/rental company of their choice, Owner shall assume all responsibility and liability for the leasing/rental company and the renting/leasing parties. Regardless of any wording herein, the Owner or the leasing/rental company of Owner shall pay resort fees as required by Exhibit B attached hereto, as may be amended from time to time.

(b) Managing Agent shall be paid a rental administration fee of thirty percent (30%) of the total rent. As part of the rental administration Managing Agent shall cause the sales and local taxes to be collected from the tenants and paid to the appropriate taxing authority on behalf of the Owners.

(c) All tenants, friends and family members who use the Lot will be required to register with the front desk and acknowledge that they have been provided with a copy of this Declaration, the Rules and other Governance Documents, and that they will abide by their terms. The Governance Documents will apply to the leased RV or Tiny Home and the tenants and occupants regardless of whether such provision is included in the lease.

(d) All tenants, friends and family members will also be required to check-out when they depart the premises for more than twenty-four hours and will be required to re-register upon their return.

In the event any Owner violates these restrictions, the Declarant and/or the Managing Agent may seek to terminate the arrangement, may deprive the unapproved tenant of use of the Common Areas and access to the RV Park and may further seek to recover from the Owner, the full value of rental administration fee for the unauthorized rental period.

6.13 Transfer of Title and Resale Certificates. Any Owner (other than Declarant or a Declarant Affiliate) desiring to sell or otherwise transfer title to such Owner's Lot shall notify the Association's secretary in writing at least seven (7) days prior to a scheduled sale and provide the name and address of the purchaser, the date of title transfer, and other information the Board may reasonably require. Within three (3) business days following the transfer of a Lot to a new Owner other than Declarant or a Declarant Affiliate, such new Owner shall provide the Association's secretary with (i) written notice of the name, address, email address and phone number for the new Owner, the date the title transfer occurred, and other information the Board may reasonably require; and (ii) the name and address of any Mortgagee.

No Owner shall transfer title to a Lot unless and until the Owner has requested and obtained a resale certificate signed by a representative of the Association as described in Section 207.003(b) of the Texas Property Code (a "**Resale Certificate**") indicating (a) all Assessments (or installments thereof) and other charges against the Lot, due and payable through the date of the Resale Certificate have been paid in full, (b) there are no violations of the Governance Documents that have not either been cured or waived in writing by the Association, and (c) all other matters described in Section 207.003(b) of the Texas Property Code.

In the manner and to the extent required by Section 207.003 of the Texas Property Code, the Association shall deliver a Resale Certificate, along with a current copy of the Governance Documents, within 10 business days after the Association's receipt of a written request from an Owner, an Owner's agent, a purchaser of a Lot or the purchaser's agent, or a title insurance company or its agent acting on behalf of the Owner or purchaser of a Lot. If the Resale Certificate indicates any known conditions on the Lot that violate the Governance Documents, or any amounts due and unpaid to the Association on account of the Lot, then the Owner shall

cure any such violations and pay any such amounts prior to transfer of title and, upon doing so, may request an update to the Resale Certificate to reflect such action.

In the manner and to the extent required by Section 207.003 of the Texas Property Code, within 7 business days after the Association's receipt of a written request for an updated Resale Certificate, which request for an update complies with Section 207.003(g) of the Texas Property Code, the Association shall deliver an updated Resale Certificate containing the matters described in Section 207.003(f) of the Texas Property Code.

The Association, the Management Agent or a third-party contractor may charge a reasonable fee to prepare, assemble, copy, and deliver a Resale Certificate and accompanying information and any update to a Resale Certificate. The Resale Certificate shall be binding upon the Association as to Persons who rely thereon in good faith.

6.14 Subdivision and Combination of Lots. Until the expiration of the Development Period, the platting, replatting, subdivision and combination of any Lots by any Owner other than Declarant must be approved by Declarant. After expiration of the Development Period, the platting, replatting, subdivision and combination of any Lots must be approved by the Board. Any such action approved by the Board will be effective only upon recording the plat or other legal instrument reflecting such action.

6.15 Owner's Insurance. By virtue of taking title to a Lot subject to this Declaration, each Owner covenants and agrees with all of the other Owners and the Association to carry blanket "all-risk" property insurance on the Lot and structures carried thereon providing full replacement value (less a reasonable deductible) provided the Association shall have no obligation to verify such coverage.

6.16 Rulemaking Authority and Procedures. The Rules are set forth in the Records and on the Association website (if any) and are available from the Association upon request. Subject to the limitations set forth below, the Rules may be amended from time to time as set forth in Section 15.2.

Rules shall comply with the following requirements:

(a) No Rule shall interfere with the activities carried on within a Home, except that the Association may prohibit activities not normally associated with residential property. The Association may also prohibit activities that (i) create monetary costs for the Association or other Owners, (ii) create a danger to any Person's health or safety, (iii) generate excessive smell, noise or traffic, (iv) create unsightly conditions visible from outside the Home or (v) are an unreasonable source of annoyance.

(b) No Rule may unreasonably interfere with Declarant's ability to develop, market, and sell property in the RV Park. During the Development Period, no Rule shall be applicable to Declarant.

(c) No Rule may unreasonably interfere with the exercise of any easement.

By accepting title to a Lot, each Owner acknowledges and agrees that the use, enjoyment, and marketability of such Owner's Lot is limited and affected by the Rules, which may change from time to time.

6.17 **Notice.** The Board shall send notice to all Owners or publish notice in a newsletter or on the RV Park intranet or website concerning any Rule change proposed at least five business days prior to the meeting at which such action is to be considered. At any such meeting, Owners shall have reasonable opportunity to be heard before the proposed Rule change is put to a vote.

6.18 **Effective Date.** A Rules change under this Article 6 shall be reflected in an amendment to the then current version of the Rules executed by the Declarant or the Association, or both, as applicable, and recorded in the Records. Any such amendments shall take effect upon recording or 30 days after the date on which written notice of the Rules change is given to the Owners, whichever is later.

ARTICLE 7

ARCHITECTURAL REVIEW

7.1 **General.** The exterior of each Recreational Vehicle and Tiny Home, all site work, landscaping, structures, improvements, additions, alterations, modifications and items placed on a Lot including without limitation, play structures, patio covers, decks, basketball goals, fencing, pergolas, gazebos, outbuildings, flag poles and yard art (collectively, "**Improvements**") are subject to (a) standards for design, development, landscaping, and aesthetics adopted in the Design Guidelines and (c) the written approval procedures set forth in this Article 7, as further governed by Tex. Prop. Code Chapter 202. The ARC has the right, but not the duty, to evaluate every aspect of the Improvements that may affect the general value or appearance of the RV Park. The ARC does not issue verbal approvals. An Owner is not permitted to begin construction or modification of Improvements without the ARC's prior written approval

Approval under this Declaration is not a substitute for any approvals or reviews required by any municipality or other governmental entities. This Article shall not apply to Declarant's design and construction activities during the Development Period.

7.2 **Reviewer; Architectural Review Authority.** For purposes of this Article 7, the entity having jurisdiction in a particular case pursuant to Sections 7.3(b) or 7.3(c) below may be referred to as the "**Reviewer**."

(b) **Declarant.** Until (i) expiration of the Development Period or (ii) designation of Declarant's rights under this Article 7, the Reviewer is Declarant, provided that Declarant may designate any or all of its rights under this Article 7 to one or more Persons or to a committee comprised of Persons Declarant deems appropriate, including an ARC as provided in Section 7.3(c) below, provided that such delegation (i) must be in writing, (ii) must specify the scope of responsibilities designated, (iii) is subject to revocation by Declarant at any time, at which time Declarant reassumes its prior authority, and (iv) is subject to Declarant's right to veto any decision by its designee that Declarant determines to be inappropriate or inadvisable. During the Development Period, neither the Association, the Board, the ARC, nor a committee appointed by

the Association or Board (no matter how the committee is named) may involve itself with the approval of any Improvements, except pursuant to a designation by Declarant in accordance with this Section 7.3(b).

(c) **Architectural Review Committee.** Upon the expiration of the Development Period or upon any delegation of authority by Declarant pursuant to Section 7.3(b) above, the Board shall appoint an Architectural Review Committee (the “ARC”) to assume jurisdiction over matters within the scope of this Article 7. The ARC must consist of at least three, but not more than seven, Persons who shall serve, and may be removed and replaced, in the Board’s discretion. ARC members need not be Owners or representatives of Owners and may (but need not) be professionals such as architects or engineers. The Association may compensate ARC members in such manner and amount, if any, as the Board may determine appropriate.

(d) **Reviewer Discretion.** The Reviewer exercises complete discretion with respect to taste, design, and all standards specified by this Declaration or by the Design Guidelines. The Reviewer may vary its interpretation and enforcement of construction specifications and use restrictions based, in part, on a Lot’s location or visibility. If the Reviewer is Declarant, it may act solely in its self-interest and owes no duty to any other Person or organization in reviewing and acting on any application for approval or request for a variance.

(E) **LIMITATION ON LIABILITY.** THE REVIEWER IS NOT RESPONSIBLE FOR, AND WILL NOT BE LIABLE TO ANY OWNER OR TO ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR INJURY ARISING OUT OF PERFORMANCE OF THE REVIEWER’S DUTIES UNDER THIS DECLARATION, INCLUDING THOSE RELATED TO (i) ERRORS IN OR OMISSIONS FROM THE PLANS AND SPECIFICATIONS SUBMITTED TO THE REVIEWER; (ii) SUPERVISING CONSTRUCTION FOR THE OWNER’S COMPLIANCE WITH APPROVED PLANS AND SPECIFICATIONS; (iii) COMPLIANCE OF THE OWNER’S PLANS AND SPECIFICATIONS WITH GOVERNMENTAL CODES AND ORDINANCES AND STATE AND FEDERAL LAWS, OR (iv) ANY CONSTRUCTION DEFECT IN IMPROVEMENTS, UNLESS SUCH LOSS, DAMAGE OR INJURY IS DUE TO THE WILLFUL MISCONDUCT OR BAD FAITH OF THE REVIEWER OR ANY INDIVIDUAL ACTING ON ITS BEHALF.

(f) The Declarant, the Association, the ARC, the Board, their respective officers, any committee, and members of any of the foregoing shall not be liable for: (i) soil conditions, drainage, or other general site work on the Lots; (ii) any defects in plans revised or approved hereunder; (iii) any loss or damage arising out of the action, inaction, integrity, financial condition, or quality of work of any contractor or its subcontractors, employees, or agents; (iv) any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction on, or modifications to, any Lot, or (v) any violation of the Rules or Design Guidelines by any Owners or any other Person. In all matters arising under this Article, the Association shall defend and indemnify the Board, the ARC, and the members of each, as provided in the Bylaws.

(g) **Relationship with Municipal Approvals and Requirements.** If the application is for work that requires any permit or permits from a governmental body, the

Reviewer's approval is automatically and implicitly conditioned on the issuance of the appropriate permit(s), which must be obtained by the Owner at the Owner's sole cost. The Reviewer's approval of plans and specifications does not mean that the plans and specifications comply with any requirements of the governmental body. Alternatively, issuance of a building permit does not ensure Reviewer approval. In no event shall the Reviewer have an obligation to apply for or obtain any permit or permits from a governmental body in connection with an Owner's Improvements. During the Development Period, no Owner (other than Declarant) shall submit a request with respect to any portion of the Property for rezoning or for an amendment, variance or modification to any plan or agreement with regard to the Property approved by any governmental body, without the express written consent of Declarant.

(h) Fees. The Reviewer may establish and charge reasonable fees for its review of applications and may require that such fees be paid in advance. Such fees may also include reasonable costs incurred in having professionals review any application and/or conduct a final inspection of the Improvements for compliance with approved plans.

7.3 Design Guidelines. The Design Guidelines may contain general provisions applicable to the Property, as a whole, as well as specific provisions that vary among uses or locations within the Property. Notwithstanding anything to the contrary contained in this Declaration, the Design Guidelines are subject to amendment as provided in this Section 7.3 and Section 15.2. The Design Guidelines are intended to provide guidance to Owners and contractors regarding matters of particular concern to the Reviewer. The Design Guidelines are not the exclusive basis for the Reviewer's decisions, and compliance with the Design Guidelines does not guarantee approval of plans and specifications.

Declarant's right to amend the Design Guidelines during the Development Period as set forth in Section 15.2 shall continue even if it delegates its reviewing authority, unless Declarant also delegates in writing its power to amend the Design Guidelines. Upon termination or delegation of Declarant's right to amend the Design Guidelines, the ARC may amend the Design Guidelines with the Board's prior written consent.

Amendments to Design Guidelines shall apply prospectively only. There shall be no limitation on the scope of amendments to the Design Guidelines, and such amendments may eliminate requirements previously imposed or otherwise make the Design Guidelines less restrictive. Any amendment to Design Guidelines shall be effective upon recordation in the Records.

In the event of any conflict between the terms and provisions of the Design Guidelines and the terms and provisions of this Declaration, the terms and provisions of this Declaration will control.

7.4 Requirements for Patios. Any patio or similar outdoor feature constructed upon any Lot shall be constructed subject to the following regulations:

PENINSULA POINT AT RICHLAND CHAMBERS DESIGN CRITERIA	
RV PAD & DRIVEWAY	
Building Material:	concrete
Pad Size:	40'x15' max (above elev. 320')
DETACHED COVERED PATIO	
Pad Size:	120 sf max. measured at eve perimeter
	free-standing masonry fireplaces up to 50 sf; exempt from sf requirement
Building Material:	-cement pad
	-shingle or metal roof
	-cedar and stone posts/exterior
Roof:	6:12 pitch max
Utilities:	No wet connections; wiring to code

Except for RV or Tiny Home pads, roads, and driveways located at or above 320 feet above mean sea level and buried utilities, all construction, including utility installations, within the boundaries of the District's Flowage Easement require prior approval of and a permit from the District and subject to the District's rules, regulations, and fees.

7.5 Limitation on Lot Improvements. Each Lot shall be limited to one awning, ramada, or pergola; one fireplace; one fire pit; and one parking pad.

7.6 Role of Declarant.

(a) Declarant Improvements. Any clearing, construction, or modification of Improvements by Declarant (or, during the Development Period, the Association) are not subject to Reviewer approval and are hereby deemed approved.

(b) Veto Right. Any Declarant designee (including the ARC) shall notify Declarant in writing of their decision at least seven (7) days prior to taking any action (i.e., approval, partial approval or disapproval) under this Article 7, and include a copy of the application and any additional information Declarant may require. Declarant shall then have five

(5) days after receipt of such notice to veto any such action by written notice to such designee, and in the event of such veto, the Declarant designee (including the ARC) shall veto the action.

ARTICLE 8 **MAINTENANCE, REPAIR, AND REPLACEMENT**

8.1 **Association's Responsibility.** The Association shall maintain and keep in good repair the Community Maintenance Area to a level consistent with the Community Wide Standard, such maintenance to be funded and hereinafter provided. The Community Maintenance Area shall include, but need not be limited to:

- (a) the Common Area;
- (b) all landscaping and other flora, parks, sidewalks, structures, and improvements (including irrigation), including pedestrian pathways situated upon the Common Area, if any and/or located within any landscape strip/easements within the RV Park;
- (c) in the Board's discretion, other landscaping within public rights of way within or abutting the RV Park, and landscaping and other flora within any public utility easement within the RV Park (subject to the terms of any easement agreement relating thereto);
- (d) all furnishings, equipment, and other personal property of the Association;
- (e) other property and improvements which the Association does not own, including, but not limited to, property dedicated to the public, or provide maintenance or services related such property over and above the level being produced by the property owner, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard. For example, the Association may maintain any fence, wall, entry feature or sign serving to enhance or designate the entry into the RV Park, regardless of whether such improvements are not located within the Common Area or the RV Park.

The Association may be relieved of all or any portion of its maintenance responsibilities herein to the extent that (a) such maintenance responsibility is otherwise assumed by or assigned to an Owner, or (b) such property is dedicated to any other local, state or federal government or quasi-governmental entity; provided, however, that in connection with such assumption, assignment or dedication, the Association may reserve or assume the right or obligation to continue to perform all or any portion of its maintenance responsibilities, if the Board determines that such maintenance is necessary or desirable to maintain the RV Park.

All costs associated with maintenance, repair and replacement of the Community Maintenance Area shall be a Common Expense to be allocated among all Lots as part of the General Assessment, without prejudice to the right of the Association to seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Community Maintenance Area pursuant to this Declaration, other recorded covenant, or agreements with the owner(s) thereof.

If, during the course of performing its maintenance responsibilities hereunder, the Board discovers that maintenance, repair or replacement is required of an item which is the Owner's responsibility, and such maintenance, repair or replacement must be performed for the Association to properly complete its maintenance project, then the Association may perform such work on behalf of the Owner and at the Owner's sole expense, without prior notice to the Owner, such being deemed an emergency situation hereunder.

The Board determined that the need for maintenance or repair on the Community Maintenance Area is caused through the willful or negligent act of any Owner or occupant or his or her family, guests, tenant, or invitees, then the Association may charge the cost of any such maintenance, repair, or replacement as a Special Assessment against the Owner's or occupant's Lot and Owner thereof, pursuant to Section 5.4 hereof.

The Association and the Declarant shall not be liable for injury or damage to persons or property caused by the elements or by the Owner of any Lot, or any other person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Community Maintenance Area or from any pipe, drain, conduit, appliance or equipment which the Association or Declarant is responsible to maintain hereunder, unless such injury or damage results directly and solely from the negligence or gross negligence of the Association. The Association and the declarant shall not be liable to any Owner, to any Owner's occupant, guest or family for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Article where such damage or injury is not a foreseeable, nature result of the Association's failure to discharge its responsibilities. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

8.2 Repair and Replacement. Unless otherwise specifically provided in the Governance Documents or in other instruments creating and assigning maintenance responsibility, responsibility for maintenance of Property and Improvements shall include responsibility for repair and replacement necessary to maintain the Property and Improvements to a level consistent with the Community Wide Standard.

8.3 Disputes. If a dispute arises regarding the allocation of maintenance responsibilities by this Declaration, the dispute will be resolved by the Board, who shall delegate such maintenance responsibility to either the Association or the individual Owner(s), as determined by the Board in its sole and absolute discretion.

ARTICLE 9 **COMMON AREAS**

9.1 Introduction. One of the Association's primary functions is maintaining and operating property and facilities for the common benefit of the Owners and tenants of the Owners

of the Property. This Article 9 establishes the Association's obligation to maintain, operate, and restore the property that Declarant designates as Common Area, for the benefit of the Community.

9.2 Acceptance and Control of Association Property.

(a) **Transfers and Conveyances by Declarant.** Declarant and its designees may transfer or convey to the Association interests in real and personal property within or for the benefit of the Community, and the Association shall accept such transfers and conveyances. Such property may be improved or unimproved and may consist of fee simple title, easements, leases, licenses, or other real or personal property interests. Such property, upon conveyance to and acceptance by the Association, shall thereafter be designated as Common Area, subject to any restrictions set forth in the deed, plat or other instrument transferring or conveying the Common Area to the Association.

Upon Declarant's written request during the Development Period, the Association shall reconvey to Declarant, or any Declarant Affiliate, any unimproved real property that Declarant or Declarant Affiliate, as applicable, originally conveyed to the Association, to the extent conveyed in error or needed to make minor adjustments in property lines or to accommodate changes in the development plan for the RV Park.

Declarant may also transfer and assign to the Association any continuing obligations and responsibilities under development agreements or conditions of development approval relating to the Property, including any obligation to post or maintain maintenance bonds on improvements within public rights-of-way or portions of the Common Area. The Association shall accept, assume, and fulfill all the obligations and responsibilities that Declarant assigns to the Association.

(b) **Management and Control.** The Association is responsible for the management, operation, and control of the Common Area, subject to any covenants set forth in the deed, plat or other instrument transferring the property to the Association. The Association may enter into leases, licenses, or operating agreements with respect to portions of the Common Area, for payment or no payment, as the Board deems appropriate. The Association may permit use of Common Area facilities by Persons other than Owners and occupants of RVs and may charge use fees for the same in such amount as the Board may establish.

9.3 Private Streets. Streets in the RV Park are private streets and are neither maintained by Navarro County nor considered part of the road system of Navarro County. The responsibility for the upkeep and maintenance of the streets shown hereon are the responsibility of the individuals Owners through the Association.

9.4 Community Maintenance Area. The Association shall maintain the Community Maintenance Area in accordance with Section 8.1. If the Association fails to properly perform its maintenance obligations under this Section 943 at any time during the Development Period, the Declarant may, upon not less than ten (10) days written notice and opportunity to cure such failure, cause such maintenance to be performed, in which event the Association shall promptly reimburse Declarant for the costs incurred.

9.5 Discontinuation of Operation. The Association shall maintain the Common Area facilities in continuous operation (subject to seasonal closures, permitted private events, maintenance and repair) unless (i) during the Development Period, Declarant determines to discontinue operation of such facilities, or (ii) after the Development Period, Owners representing 75% of the total votes in the Association, consent in writing to discontinue such operation. This **Section 9.5** shall not restrict the Board's ability to establish reasonable operating hours and other Rules for Common Area facilities (which may vary by season) and shall not preclude temporary closures or interruptions in operation as the Board may determine appropriate to perform cleaning, maintenance and/or repairs.

9.6 Restoring Damaged Improvements. In the event of damage to or destruction of any portion of the Community Maintenance Area for which the Association has insurance responsibility, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially its condition prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

The Association shall repair or reconstruct damaged Common Area facilities unless:

- (a) repair or reconstruction would be illegal under any state or local statute or ordinance governing health or safety; or
- (b) Declarant, during the Development Period, and Owners entitled to cast at least 75% of the total votes in the Association, decide within 60 days after the loss not to repair or reconstruct the damaged Common Area facilities. If either the insurance proceeds or estimates of the loss, or both, are not available to the Association within such 60-day period, then the period shall be extended until such funds or information are available. No Mortgagee shall have the right to participate in determining whether the damage or destruction to the Common Area shall be repaired or reconstructed, except that nothing herein shall limit the contractual rights of any holder of a deed of trust encumbering the Common Area to participate in such determination under the terms of such deed of trust or any security agreement referenced therein.

If a decision is made not to restore the damaged Common Area facilities and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive condition consistent with the Community Wide Standard.

The Association shall retain and place in a capital improvements account for the benefit of all Owners, any insurance proceeds remaining after paying the costs of repair or reconstruction or after such settlement as is necessary and appropriate. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Lot. This paragraph shall in no event be interpreted to require the Association to procure or maintain insurance on an Owner's Lot or any Improvements located thereon.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of Members, levy Special Assessments or Individual Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 5.4.

9.7 Condemnation.

If any part of the Common Area is taken by any authority having the power of condemnation or eminent domain, or conveyed by the Association in lieu of and under threat of condemnation with such approval as may be required under Section 9.8, such award or proceeds shall be payable to the Association to be disbursed as follows:

If the taking or conveyance involves a portion of the Common Area on which Improvements have been constructed, the Association shall restore or replace such Improvements on the remaining land included in the Common Area to the extent funds are available, with such construction to be in accordance with plans approved by the Board; or

If the taking or conveyance does not involve any Improvement on the Common Area, if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be treated in the same manner as proceeds from the sale of Common Area under Section 9.8.

9.8 Transfer, Mortgaging or Dedication of Common Area.

The Association may transfer, convey, or dedicate portions of the Common Area to any governmental entity, quasi-governmental entity, utility company or similar entity, as follows:

- (a) upon request of the Declarant pursuant to Section 9.2 or Article 10;
- (b) upon the written direction of the Board and the Declarant during the Development Period; or
- (c) upon the written direction of at least 67% of the total votes in the Association and the Declarant during the Development Period.

The Association may encumber, mortgage, pledge, or deed in trust any Common Area as security for money borrowed or debt incurred in order to improve the Common Area.

The proceeds from the sale or mortgaging of Common Area shall be an asset of the Association to be used as the Board determines.

No conveyance or encumbrance of Common Area may deprive any Lot of rights of access or support.

ARTICLE 10 **DEVELOPMENT OF THE RV PARK**

10.1 **Purpose; General.** Declarant has established the vision for the RV Park, and an integral part of the development of the RV Park is Declarant's ability to facilitate all facets of the development, operation, administration, and sale of the Property. Declarant's plans for the development of the RV Park are dynamic in nature, and, subject to the terms of this Declaration, may be modified from time to time during the Development Period. Therefore, the Declarant has reserved various rights in the Governance Documents, including those set forth in this Article 10.

10.2 **Withdrawal of Property.** At any time and from time to time during the Development Period, Declarant may elect to withdraw portions of the Property from the Property and the coverage of this Declaration by the filing of a withdrawal notice in the Records. Any election to withdraw portions of the Property from the Property under this Section 10.4 will not require the consent of any Person except for (a) the Owner of such Property if the Owner is not the Declarant, and (b) the Association if the Property constitutes any portion of the Common Area that has previously been conveyed to the Association.

10.3 **Special Development Rights of Declarant.** In order to facilitate Declarant's development, operation, administration and sale of the Property, Declarant reserves the rights set forth in this Section 10.3. These rights are in addition to all other rights of Declarant in this Declaration and the other Governance Documents. Nothing contained in this Article shall be construed to create any obligations for Declarant, nor shall Declarant be prohibited from developing the Property in any particular manner, unless expressly stated. During the Development Period, Declarant reserves the right to:

- (a) Create Lots and Common Areas.
- (b) Subdivide or combine any Lots owned by Declarant to create larger or smaller Lots and Common Areas.
- (c) Adjust the boundary lines and re-plat any of the Common Areas, and any Lots owned by Declarant.
- (d) Grant permits, licenses, and easements over, on and under the Property for utilities, roads, and other purposes necessary for the proper development and operation of the Property.
- (e) In the name of Declarant or the Association, enter into contracts for the installation, operation, management, and maintenance of utility service within the Property as Declarant deems appropriate.
- (f) Construct, install, remove, or modify any Improvements on the Property. This right to construct and install Improvements includes the right to maintain construction trailers, tools, and equipment on any portion of the Property owned by Declarant.

(g) Make repairs or correct any condition on any Lot owned by Declarant, or the Common Area.

(h) Sell or lease any Lot owned by Declarant.

(i) Construct, use, and maintain upon the Common Area, Lots and any other portion of the Property owned by Declarant any facilities related to the development of the Property and/or sale of Lots, including business offices, sales offices, and information centers, as well as any signs, flags and other displays. Declarant may also hold or sponsor any special events within the RV Park for sales or marketing related events.

(j) Modify the development plan for the Property as desired by Declarant.

(k) Take enforcement actions on behalf of the Association.

10.4 Additional Covenants, Conditions and Restrictions. During the Development Period, no Person other than Declarant may record any additional covenants, conditions and/or restrictions affecting any portion of the Property without Declarant's prior written approval. Any instrument recorded without the required consent shall be void and of no force and effect.

10.5 Decisions of the Declarant. Except as otherwise provided in the Governance Documents, any judgment, decision, consent, approval or action made, given or withheld by the Declarant in exercising its powers, authority or duties shall be made, given or withheld in the Declarant's sole and absolute discretion.

ARTICLE 11 **EASEMENTS**

11.1 Common Area Grant. Declarant hereby grants to each Owner a right and non-exclusive easement of use, access and enjoyment in and to the Common Area and the improvements thereon, subject to all other rights, easements and limitations set forth in this Declaration, the Governance Documents or the Rules. An Owner may extend its right of use and enjoyment of the Common Area to the members of the Owner's family and the Owner's guests and tenants, subject to the terms of this Declaration, including the Rules. An Owner who leases its Home is deemed to have assigned the Owner's rights under this paragraph to the Owner's tenant for the duration of the lease.

11.2 Right of Ingress and Egress. Declarant hereby reserves for itself and its agents, employees and designees an easement for ingress and egress over and the right of access to the Common Area to the extent necessary to use the Common Area as may be required or reasonably desirable (as determined by Declarant) in connection with the development, construction, operation, administration and sale of the Property.

11.3 Reserved and Specific Easements. All dedications, limitations, restrictions and reservations shown on any plat and all grants and dedications of easements, rights-of-way, restrictions and related rights made by Declarant prior to the Property becoming subject to this Declaration are incorporated herein by reference and made a part of this Declaration for all

purposes as if fully set forth herein, and will be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant. Declarant also reserves the non-exclusive right and power to grant such specific easements as Declarant deems necessary to develop the RV Park. Declarant reserves the right to relocate, make changes in, and additions to, easements, rights-of-way, dedications, limitations, reservations, and grants for the purpose of most efficiently and economically developing the RV Park.

11.4 Easements for Special Events. Declarant hereby reserves for itself and the Association, and their respective assigns, and designees, a perpetual, non-exclusive easement over the Common Area for the purpose of: (a) conducting parades; (b) running, fishing, biking or other sporting events; (c) educational, cultural, artistic, musical and entertainment activities; and (d) other activities of general interest, at such locations and times as Declarant and/or the Association, in their reasonable discretion, deem appropriate. Each Owner, by accepting a deed or other instrument conveying any interest in a Lot, acknowledges and agrees that the exercise of this easement may result in a temporary increase in traffic, noise, gathering of crowds, and related inconveniences, and each Owner agrees on behalf of itself and the occupants of his or her Lot to take no action, legal or otherwise, which would interfere with the exercise of such easement.

11.5 Easement for Utilities. Declarant hereby reserves for itself and grants to the Association, and their respective assigns, and designees, a perpetual, non-exclusive easement over, under and across the Property for the construction, installation, replacement, repair and maintenance of utilities and associated infrastructure, including, but not limited to, water, sewer, drainage, storm water detention and/or siltation, gas, cable television, telephones, fiber optics, and electricity (including installations and fixtures based on, containing and serving technological advances not yet known), and further including the right to connect to and use any such utilities that may exist or be located in the RV Park from time to time.

11.6 Drainage; Water. Except to the extent dedicated to a governmental entity, Declarant hereby reserves for itself and any designee and assign, a non-exclusive perpetual easement and right of passage on, through, over, under and across the Property to install, maintain, repair and replace any storm water management area or facilities situated within the RV Park, including, without limitation, drainage pipes, infiltration trenches, basins, swales, berms, out-flow control devices, drainage areas, filters, inlets, oil/grit separators and underground facilities. Declarant further reserves for the benefit of Declarant and any designee a blanket easement on, over and under the ground within the Property (except for any portion of a Lot that is improved with a Home) for the flow and drainage of waters, without liability for any resulting damages including the exclusive right to capture and reuse water for water reclamation programs and otherwise.

11.7 Association's Access, Maintenance and Landscape Easement. Each Owner, by accepting an interest in or title to a Lot, whether or not it is so expressed in the instrument of conveyance, grants to the Association an easement of access, maintenance and entry over, across, under, and through the Property, including without limitation, each Lot and the Structures for the following purposes:

- (i) to perform inspections and/or maintenance that is permitted or required of the Association by the Declaration or by Applicable Law;
- (ii) to perform maintenance that is permitted or required of the Owner by the Declaration or by Applicable Law, if the Owner fails or refuses to perform such maintenance;
- (iii) to enforce the Declaration;
- (iv) to exercise self-help remedies permitted by the Declaration or by Applicable Law;
- (v) to respond to emergencies;
- (vi) to have the exclusive right to maintain landscaping and make, erect or install non-structural improvements (such as fences, irrigation systems, lighting systems, walking or biking paths, and the like) in or on those portions of each Owner's Lot (but excluding any portion of such Lot enclosed by a private fence installed by the Declarant or approved by the ARC creating a private yard space for the Lot Owner);
- (vii) to grant easements to utility providers as may be necessary to install, maintain, and inspect utilities serving any portion of the Property; and
- (viii) to perform any and all functions or duties of the Association as permitted or required by the Declaration or by Applicable Law.

11.8 Private Streets and Alleys.

(a) Rights of Association and Owners. Any private street or alley within the Property (“**Private Street**”), shall be subject to a temporary, non-exclusive easement for access, ingress, and egress for the benefit of the Association, each Lot, and the Owner thereof. Such non-exclusive easement shall be subject to any reasonable rules and regulations regarding the use of any Private Street as may be adopted by Declarant from time-to-time in its reasonable business judgment.

(b) Service Easements. Declarant hereby reserves for itself, its successors or assigns, a perpetual, nonexclusive easement for access, ingress, and egress over any Private Street for law enforcement, firefighting, paramedic, rescue, and other emergency vehicles, equipment, and personnel; for school buses; for U.S. Postal Service delivery vehicles and personnel; and for vehicles, equipment and personnel providing garbage and/or recycling collection service to the RV Park, provided that easement shall not authorize any such Persons to enter the Private Street except while acting in their official capacities.

The existence of these easements shall not preclude the Association from maintaining gates or other devices or systems designed to limit general vehicular access over any Private Street to portions of the RV Park, provided that the Association at all times maintains systems and/or procedures to permit the uncontested entry of Persons authorized to exercise the easements granted in this subsection (b) without unreasonable interference or delay.

ARTICLE 12 **COMPLIANCE AND ENFORCEMENT DISPUTE RESOLUTION**

12.1 Compliance.

Every Owner, occupant, and visitor to a Lot or other property within the Property must comply with the Governance Documents and shall be subject to sanctions for violations as described in this Article 12. In addition, each Owner shall be responsible for, and may be sanctioned for, all violations of the Governance Documents by the occupants, tenants, guests, or invitees to their Lots, and for any damage to the Common Area that such Persons may cause.

12.2 Remedies for Non-Compliance.

The Association, the Declarant and every affected Owner shall have the right to file suit at law or in equity to enforce the Governance Document, subject to the terms of Section 12.6, as applicable; provided, prior to the Association filing suit against an Owner, other than a suit to collect Assessments or foreclose the Association's lien under Section 5.13, the Association shall provide written notice to the alleged violator and an opportunity for a hearing in accordance with the Bylaws. In addition, the Board may impose sanctions for violations of the Governance Documents as set forth in this Declaration.

(a) **Sanctions Requiring Prior Notice and Hearing:** Except as otherwise set forth in this Declaration, prior to the imposition of sanctions by the Association for a violation of the Governance Documents, the Association shall provide written notice to the alleged violator and an opportunity for a hearing in accordance with the Bylaws. If, after notice and an opportunity for a hearing, the violation continues or recurs within 12 months after the date of such notice, the Board may impose any sanctions permitted by the Governance Documents for such violation without further notice or opportunity for another hearing.

(b) **Sanctions Not Requiring Prior Notice and Hearing.** The Board may take the following actions to obtain compliance with the Governance Documents without prior notice or a hearing:

(i) exercise self-help or take action to abate a violation on a Lot in any situation which requires prompt action to avoid potential injury or damage or unreasonable inconvenience to other Persons or their property (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations);

(ii) exercise self-help or take action to abate a violation on the Common Area under any circumstances;

(iii) require an Owner or other Person responsible for maintenance under Article 8, at its own expense, to perform maintenance or to remove any structure or Improvement on such Owner's Lot or on the Property for which such Person is responsible, that is in violation of the Community Wide Standard or other requirements

under the Governance Documents and to restore the Property or Improvements to its previous conditions. If the Owner or other Person fails to remove or remedy such violation in the time required by the Board, the Association will have the right to enter upon the Lot and any Improvements thereon after twenty-four (24) hours written notice (or without notice in the case of an emergency) for the purpose of enforcing this Declaration or abating any violation of the Governance Documents, including the repair or maintenance of any Improvement. Such entry will be made by the Association without any liability to the Owner and will not be deemed a trespass. The expense incurred by the Association in connection with any such entry on a Lot will be a personal obligation of the Owner of such Lot, will be deemed an Individual Assessment against such Lot, will constitute a lien against such Lot and will be enforced in the same manner as for other Assessments under Article 5;

(iv) temporarily suspend a Person's right to use Common Areas if such temporary suspension is the result of a violation that occurred in a Common Area and involved significant and immediate risk of harm to others in the RV Park (with such temporary suspension being effective until the Board makes a final determination on the suspension after providing written notice to the alleged violator and an opportunity for a hearing in accordance with the Bylaws); or

(v) file a suit to collect Assessments or foreclose the Association's lien under Section 5.13.

12.3 Board Decision to Pursue Enforcement Action.

The decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. For example, the Board may determine that, in a particular case:

(a) the Association's position is not strong enough to justify taking any or further action;

(b) the covenant, restriction, or rule being enforced is, or is likely to be construed as, inconsistent with Applicable Law;

(c) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable Person or to justify expending the Association's resources; or

(d) that it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

A decision not to enforce a particular provision shall not prevent the Association from enforcing the same provision at a later time or prevent the enforcement of any other covenant, restriction, or rule.

12.4 Attorneys' Fees and Costs.

If the Association prevails in any action to enforce the Governance Documents, it shall be entitled to recover all costs, including, without limitation, attorney fees and court costs, reasonably incurred in such action.

12.5 Agreement to Encourage Resolution of Disputes without Litigation.

(a) **Bound Parties.** Declarant, the Association, and Owners and their respective officers, directors, trustees and members, all other Persons subject to this Declaration, and any Person not otherwise subject to this Declaration who agrees to submit to this Article 12 (collectively, "**Bound Parties**"), agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving the Property without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to file suit in any court with respect to a Claim described in Section 12.5(b) below, unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth in Section 12.6 in a good faith effort to resolve such Claim.

(b) **Claims.** As used in this Article 12, the term "**Claim**" shall refer to any claim, grievance, or dispute arising out of or relating to:

(i) the interpretation, application, or enforcement of the Governance Documents;

(ii) the rights, obligations, and duties of any Bound Party under the Governance Documents; or

(iii) the design or construction of Improvements within the Property, other than matters of aesthetic judgment under Article 7 which shall not be subject to review.

(c) **Exceptions.** The following shall not be considered "**Claims**" unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 12.6:

(i) any suit by the Association to collect Assessments or other amounts due from any Owner;

(ii) any suit by the Association to obtain a temporary restraining order or emergency equitable relief, and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of Article 8 of this Declaration (relating to creating and maintenance of the Community Wide Standard);

(iii) any suit that does not include Declarant or the Association as a defendant, if such suit asserts a Claim that would constitute a cause of action independent of the Governance Documents;

(iv) any suit which affects the material rights or obligations of a party who is not a Bound Party and who has not agreed to submit to the procedures set forth in Section 12.6;

(v) any suit as to which any applicable statute of limitation would expire within 180 days of giving the Notice required by Section 12.6(a) below, unless the party or parties against whom the Claim is made agree to toll, or extend, the Claim's statute of limitations to comply with this Article 12;

(vi) any suit by the Association to enforce the Governance Documents where the Association has given the violator notice and either a hearing or an opportunity to cure the violations, or both, prior to the Association filing suit; and

(vii) any suit by the holder of a deed of trust recorded prior to this Declaration and encumbering any portion of the Property to enforce the terms of such deed of trust or such holder's rights under this Declaration.

12.6 Dispute Resolution Procedures.

(a) **Notice.** The Bound Party asserting a Claim ("Claimant") against another Bound Party ("Respondent") shall give written notice ("Notice") by mail or personal delivery to each Respondent and to the Board, stating plainly and concisely:

(i) the nature of the Claim, including the Persons involved and the Respondent's role in the Claim;

(ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);

(iii) the Claimant's proposed resolution or remedy; and

(iv) the Claimant's desire to meet with the Respondent to discuss, in good faith, ways to resolve the Claim.

(b) **Negotiation.** The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the parties in negotiating a resolution of the Claim.

(c) **Mediation.** If the parties have not resolved the Claim through negotiation within 30 days of the date of the Notice (or within such other agreed upon period), the Claimant shall have 30 additional days to submit the Claim to mediation to an independent agency providing dispute resolution services in Navarro, Texas. Each Bound Party shall present the mediator with a written summary of the Claim.

If the Claimant does not submit the Claim to mediation within such time, or does not appear for and participate in the mediation when scheduled, the Claimant shall be

deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant (but not third parties) on account of such Claim.

If the parties do not settle the Claim within 30 days after submission of the matter to mediation, or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant shall thereafter be entitled to file suit or to initiate administrative proceedings on the Claim, as appropriate.

Each Bound Party shall bear its own costs of the mediation, including attorneys' fees, and each Bound Party shall pay an equal share of the mediator's fee.

(d) **Settlement**. Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the parties. If any party thereafter fails to abide by the terms of such agreement, then any other party may file suit or initiate administrative proceedings to enforce such agreement without the need to comply again with the procedures set forth in this section. In such event, the party taking action to enforce the agreement or award shall, upon prevailing, be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties in equal proportions) all costs incurred in the enforcing such agreement or award, including, without limitation, attorneys' fees and court costs.

12.7 Initiation of Litigation by the Association. In addition to compliance with the foregoing alternative dispute resolution procedures if applicable, the Association shall not initiate any judicial or administrative proceeding unless first approved by a vote of Owners entitled to cast 75% of the total votes in the Association, except that no such approval shall be required for actions or proceedings:

- (a) initiated during the Development Period;
- (b) initiated to enforce the provisions of this Declaration, including collection of Assessments and foreclosure of liens;
- (c) initiated to challenge ad valorem taxation or condemnation proceedings;
- (d) initiated against any contractor, vendor, or supplier of goods or services arising out of a contract for services or supplies; or
- (e) to defend claims filed against the Association or to assert counterclaims in proceedings instituted against it.

This Article 12 shall not be amended unless such an amendment is approved by (i) the same percentage of votes necessary to institute judicial or administrative proceedings by the Association as provided above, and (ii) during the Development Period, by Declarant, in writing.

ARTICLE 13 **RIGHTS OF LENDERS**

13.1 Introduction. In order to enhance each Owner's ability to obtain financing for the purchase of his or her Lot, this Article 13 sets forth various provisions for the benefit of lenders who make mortgage loans and for the benefit of those agencies which guarantee and insure mortgage loans made by institutional lenders. The following provisions are for the benefit of holders and guarantors of first Mortgages on Lots in the Property. The provisions of this Article 13 apply to both this Declaration and to the Bylaws, notwithstanding any other provisions contained therein.

13.2 Notice to Association. Each Owner shall be obligated to provide the Association with the name and street address of the holder or guarantor of any Mortgage encumbering the Owner's Lot. In addition, any institutional holder or guarantor of a Mortgage may provide written notice to the Association stating the name and street address of such holder or guarantor and the address of the Lot to which its Mortgage relates.

13.3 No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

13.4 Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Association to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within 60 days after the Mortgagee actually receives proper notice of the proposal by certified or registered mail, return receipt requested.

13.5 Amendment by Board. The purpose of this Article 13 is to facilitate financing of Lot purchases by compliance with secondary mortgage market requirements or standards. Should any institutional or governmental lender, purchaser, insurer or guarantor of residential mortgage loans, including, for example, Fannie Mae, Freddie Mac, the Department of Housing and Urban Development, or the Department of Veterans Affairs, hereafter eliminate, create, or otherwise revise any of their respective requirements to make, purchase, insure, or guarantee mortgage loans on Lots, the Board, without approval of the Owners or Mortgagees, may amend this Article 13 to comply with such revised requirements. Each Owner, by accepting title to a Lot, and each Mortgagee, by accepting a Mortgage on a Lot, acknowledges and agrees to such amendments and grants to the Board the authority to make changes to this Article 13 as contemplated by this Section 13.5.

13.6 Construction of Article 13. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under this Declaration, the Bylaws, or Texas Law for any of the acts set out in this Article 13.

ARTICLE 14 **DISCLOSURE**

14.1 **Disclaimer Regarding Security.** EACH OWNER AND THEIR GUESTS AND INVITEES SHALL BE RESPONSIBLE FOR THEIR OWN PERSONAL SAFETY AND THE SECURITY OF THEIR PROPERTY IN THE RV PARK. NEITHER THE ASSOCIATION NOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE RV PARK, NOR SHALL EITHER OF THEM BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR OF INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. NO REPRESENTATION OR WARRANTY IS MADE THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM, WIFI SYSTEM OR OTHER SECURITY SYSTEM CANNOT BE COMPROMISED OR CIRCUMVENTED, NOR THAT ANY SUCH SYSTEMS OR SECURITY MEASURES UNDERTAKEN WILL IN ALL CASES PREVENT LOSS OR PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND COVENANTS TO INFORM ITS TENANTS, INVITEES, AND LICENSEES THAT THE ASSOCIATION, ITS BOARD AND COMMITTEES AND THE DECLARANT ARE NOT INSURERS AND THAT EACH PERSON USING ANY PORTION OF THE RV PARK ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS AND TO THE CONTENTS OF LOTS RESULTING FROM ACTS OF THIRD PARTIES.

14.2 **View Impairment.** Neither Declarant nor the Association guarantees or represents that any view over and across the Lots or any open space within the RV Park will be preserved without impairment. Neither Declarant nor the Association has any obligation to relocate, prune, or thin trees or other landscaping to preserve or restore views. The Association will have the right to add trees and other landscaping from time to time, subject to Applicable Law. There shall be no express or implied easements for view purposes or for the passage of light and air.

14.3 **Public Access.** Streets within the RV Park may be public streets and, as a result, the general public may be able to gain access to Common Areas, including, but not limited to, sidewalks, parks, trails and paths, and other neighborhood spots conducive to gathering and interaction. Other areas within the RV Park will also be open to the general public, including commercial areas, parks, and trails. The Association may, but shall have no obligation to, control public access or police Common Areas or other portions of the RV Park to identify and eject unauthorized Persons. Neither the Declarant nor the Association shall have any obligation to construct or install walls or fences or to implement any other measures in order to prevent or restrict entry by the general public.

In addition, certain facilities and areas within the RV Park, including some facilities which are part of the Common Area, may upon designation of the Declarant specifically be open for use and enjoyment by the public and for special events, which may increase traffic and the number of vehicles being parked on Common Areas and other designated parking areas in the RV Park.

EACH OWNER AGREES THAT DECLARANT, THE ASSOCIATION AND ANY DECLARANT AFFILIATE OR AGENTS SHALL NOT BE LIABLE TO ANY OWNER OR ANY OTHER PERSON CLAIMING ANY LOSS OR DAMAGE, INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE ARISING FROM PERSONAL INJURY, DEATH, DESTRUCTION OF PROPERTY, TRESPASS, LOSS OF ENJOYMENT, OR ANY OTHER ALLEGED WRONG OR ENTITLEMENT TO REMEDY BASED UPON, DUE TO, ARISING FROM OR OTHERWISE RELATED TO PROXIMITY OF THE OWNER'S LOT TO ANY NONRESIDENTIAL USE OR OTHER OBJECTIONABLE USES WITHIN OR OUTSIDE OF THE RV PARK. THE OWNER AGREES TO INDEMNIFY AND HOLD HARMLESS THE DECLARANT, DECLARANT AFFILIATES AND AGENTS, AND THE ASSOCIATION AGAINST ANY AND ALL SUCH CLAIMS BY OWNER'S VISITORS, TENANTS, AND OTHERS UPON SUCH OWNER'S LOT.

14.4 Changes in Plan. The development of the RV Park may extend over several years, and Owners and the Association shall not engage in, or use Association funds to support, any protest, challenge, or other form of objection to (a) changes in uses or density of property within the RV Park, or (b) changes in the development plan as it relates to property inside or outside of the RV Park, without the Declarant's prior written consent.

14.5 Maps and Plats. Maps or plats of Peninsula Point at Richland Chambers that are obtained from Declarant or otherwise, may indicate the location of lots available for purchase and describe plans for future development and other items of interest. With regard to such information, each Owner acknowledges the following:

(a) Some of the facilities or uses may be designated as "proposed" or "future" or may contain some other indication that they are anticipated to be constructed within Peninsula Point at Richland Chambers at a future date. Such facilities and uses are based on current plans which are subject to change without notice. There is no assurance that any such proposed or future facilities or uses will be developed.

(b) Certain parcels within and in the proximity of the RV Park that are existing and/or proposed for PARKS, PLAYGROUNDS, RECREATIONAL, AMENITY AREAS, POWER POLES, LINES AND TRANSFORMERS, TELECOMMUNICATION TOWERS, SATELLITE DISHES AND OTHER TELECOMMUNICATION FACILITIES, ARTERIAL STREETS, COLLECTOR STREETS, SCHOOLS, CHURCHES, PIPELINES AND PIPELINE INFRASTRUCTURE, ETC. may produce noise, odor, vibration or light infiltration that may affect the Lots and may appear unsightly in the opinion of Owner or any future Owner. Each Owner should note specifically the location of the sites where these facilities exist or may be proposed relative to their Home (it, however, being acknowledged that the location of such sites are subject to change).

(c) Plats indicate the location of certain underground pipeline and underground and overhead power easements, electrical transmission line easements and other easements. These easements and the facilities therein are owned and operated by third parties not affiliated with Declarant. Each Owner should note the location of these easements relative to their Lot.

Notwithstanding the foregoing, additional easements may be created within the RV Park from time to time after the recordation of a plat as may be deemed advisable or necessary and additional easements may be created within the RV Park from time to time.

14.6 Other Taxes and Fees. Owners shall be responsible for certain taxes, fees, levies, in addition to the Assessments, including, without limitation, those levied by or through all applicable governmental entities, including without limitation, school districts and Navarro County. Prior to purchasing a Lot within the RV Park, Owner is advised to undertake a full investigation and satisfy themselves as to the type and nature of all such taxes, fees, levies, and assessments that will result from owning a Lot within the RV Park.

14.7 Power Lines; Gas Lines; Radio and Telecommunication Towers. Every Owner and occupant of a Lot is hereby advised that power transmission lines, gas lines and radio and telecommunication towers and related equipment may be located within the RV Park. The Declarant, any Declarant Affiliate, the Association, and their respective members, partners, affiliates, officers, directors, agents, and employees, shall not be liable for any damage or injury to any Person or property arising out of or related to the construction, installation, maintenance, or operation of, or proximity to, power transmission lines and/or radio or telecommunication towers and related equipment.

ARTICLE 15 **GENERAL PROVISIONS**

15.1 Duration of the Declaration. This Declaration shall be effective and remain in effect for 60 years from the date of recording. Thereafter, the Declaration shall be extended automatically for successive 10-year periods until at least sixty-seven percent (67%) of the total number of votes of the Association, voting in person or by proxy at a meeting duly called for such purpose, sign and authorize the recordation in the Records a document terminating the Declaration, in which case the Declaration will terminate on the date specified in the termination document.

15.2 Amendments.

(a) Amendment by Declarant. During the Development Period, this Declaration may be unilaterally amended, supplemented, and/or restated by Declarant for any purpose without the consent of any other Person or Owner subject to the provisions of Article 15.6 below.

(b) Amendment by the Members. This Declaration may be amended by the Members upon the affirmative vote of at least sixty-seven percent (67%) of the total number of votes entitled to vote on the amendment, voting in person or by proxy at a meeting duly called for such purpose subject to the provisions of Article 15.6 below; provided, however, that during the Development Period, any amendment to this Declaration by the Members will be void and unenforceable without the written consent and acknowledgement of Declarant included with the recorded amendment.

(c) Effective Date. All amendments to this Declaration will become effective when recorded in the Records unless otherwise specified in the amendment.

(d) **Amendments to Other Governance Documents.** With respect to each of the Governance Documents that do not specifically set forth a means for amendment, those Governance Documents may be amended (i) unilaterally by the Declarant until expiration or termination of the Development Period, and (ii) by a majority vote of the Board, provided, however, that during the Development Period any amendment by the Board will be void and unenforceable without the advance written consent of the Declarant.

15.3 **Remedies; Cumulative.** In the event any Lot does not comply with the terms herein or any Owner fails to comply with the terms herein, the Association and/or any Owner will have each and all of the rights and remedies which may be provided for in the Governance Documents and those which may be available at law or in equity, including, without limitation, enforcement of any lien, damages, injunction, specific performance, judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. No remedies herein provided or available at law or in equity will be deemed mutually exclusive of any other such remedy, but instead shall be cumulative.

15.4 **Rights and Obligations Run With Land.** The provisions of this Declaration are covenants running with the land and will inure to the benefit of, and be binding upon, each and all of the Owners and their respective heirs, representatives, successors, assigns, purchasers, grantees, and mortgagees. No Lot is exempt from the terms set forth herein. By the recording or the acceptance of a deed conveying a Lot or any ownership interest in the Lot whatsoever, the Person to whom such Lot or interest is conveyed will be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration, whether or not mention thereof is made in said deed. Notwithstanding any provision herein, the rights of Declarant as provided herein shall not run with the land, but instead may only be transferred or assigned as provided in Section 15.5 below.

15.5 **Assignment of Declarant's Rights.** Notwithstanding anything contained herein to the contrary, Declarant may assign to any Person(s) or terminate, temporarily or permanently, in whole or in part, its rights as Declarant by executing a document assigning or terminating such rights that is recorded in the Records. There may be more than one Declarant if Declarant makes a partial assignment of the Declarant status. An Owner shall not, solely by the purchase of any portion of the Property, be deemed a successor or assign of Declarant under this Declaration or any of the Governance Documents unless such Owner is specifically so designated a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Declarant and recorded in the Records.

15.6 **Rights of the District in Relation to the Declaration.** The Declaration hereby references and incorporates by reference the Development Agreement by and between the District and Declarant dated September 11, 2019 . The Declaration may not be amended without the written consent of the District. Further, the District is entitled, but under no obligation, to enforce the terms of the Declaration and Declarant hereby appoints the District as its attorney-in-fact, such appointment being coupled with an interest in the Property and irrevocable, for the limited purposes of enforcing the terms of the Declaration, including the terms of the Development Agreement incorporated herein by reference. Provided that nothing herein shall operate or be construed to operate as a limitation on Declarant's rights to enforce this Declaration.

15.7 **Construction and Interpretation.** This Declaration shall be liberally construed and interpreted to give effect to its purposes and intent, except as otherwise required by law.

15.8 **Conflicts.** If there are conflicts between any of the Governance Documents and Texas law, Texas law shall control. If there are conflicts between or among any of the Governance Documents, then the Declaration, the Certificate of Formation, Bylaws, Rules and Design Guidelines, in that order, shall control. If there is a conflict between the Governance Documents and any additional covenants (or the rules or policies adopted pursuant to any addition covenants) recorded on any property within the Property after the date that property is made subject to this Declaration, then the Governance Documents shall control.

15.9 **Severability.** If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, such invalidity will not affect the validity of any other provision of this Declaration, or, to the extent permitted by Applicable Law, the validity of such provision as applied to any other Person.

15.10 **Gender.** Whenever the context so requires, all words herein in the male gender will be deemed to include the female or neuter gender, all singular words will include the plural, and all plural words will include the singular.

15.11 **Acceptance by Grantees.** Each grantee of Declarant of a Lot or other real property interest in the Property, by the acceptance of a deed of conveyance, and each subsequent grantee, accepts the same subject to all terms, restrictions, conditions, covenants, reservations, easements, liens charges, rights and powers created or reserved by this Declaration. Furthermore, each grantee agrees that no assignee or successor to Declarant hereunder will have any liability for any act or omission of Declarant which occurred prior to the effective date of any such succession or assignment. All impositions and obligations hereby imposed will constitute covenants running with the land within the Property, and will bind any Person having at any time any interest or estate in the Property, and will inure to the benefit of each Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

15.12 **Declarant as Attorney-in-Fact.** To secure and facilitate Declarant's exercise of the rights reserved by Declarant pursuant to the terms and provisions of this Declaration, each Owner, by accepting a deed to a Lot and each Mortgagee, by accepting the benefits of a Mortgage against a Lot, and any other third party by acceptance of the benefits of a mortgage, deed of trust, mechanic's lien contract, mechanic's lien claim, vendor's lien and/or any other security interest against any Lot, will thereby be deemed to have appointed Declarant such Owner's, Mortgagee's, and third party's irrevocable attorney-in-fact, with full power of substitution, to do and perform, each and every act permitted or required to be performed by Declarant pursuant to the terms of this Declaration. The power thereby vested in Declarant as attorney-in-fact for each Owner, Mortgagee and/or third party, will be deemed, conclusively, to be coupled with an interest and will survive the dissolution, termination, insolvency, bankruptcy, incompetency and death of an Owner, Mortgagee and/or third party and will be binding upon the legal representatives, administrators, executors, successors, heirs and assigns of each such party.

15.13 Notices. Any notice permitted or required to be given to any Person by this Declaration will be in writing and may be delivered either personally, by mail or email if permitted by law. If delivery is made by mail, it will be deemed to have been delivered on the third (3rd) business day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the Person at the address given by such Person to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such Person to the Association. Personal and email delivery shall be deemed delivered upon receipt. Owners shall be responsible for updating email addresses and other forms of electronic addresses that may be used.

15.14 Enforcement and Nonwaiver.

(a) The Association may initiate, defend, or intervene in any action brought to enforce any provision of this Declaration. Such right of enforcement shall include both damages for and injunctive relief against the breach of any provision hereof.

(b) Every act or omission whereby any provision of the Governance Documents is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner (at such Owner's own expense), Declarant or the Association.

(c) Any violation of any federal, state, or local law, ordinance, or regulation pertaining to the ownership, occupancy, or use of any portion of the RV Park is hereby declared to be a violation of this Declaration and subject to all of the enforcement procedures set forth herein.

(d) The failure to enforce any provision of the Governance Documents at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of the Governance Documents.

15.15 Captions. In all Governance Documents, captions of articles and sections are inserted for convenience only and are not to be construed as defining or modifying the text to which they refer.

15.16 Compliance with Law. Each Owner shall comply, and shall cause its contractors and contractors' subcontractors to comply, with all laws, rules, regulations and ordinances of all governmental authorities having jurisdiction over the Property or any part or aspect thereof or any aspect of such Owner's operations thereon, and with the requirements and regulations, if any, of any public utilities, and all insurance companies then writing policies maintained by the Owner.

15.17 Indemnification by Owners. WITHOUT LIMITATION TO ANY OTHER DUTY OF INDEMNIFICATION SET FORTH HEREIN, EACH OWNER (OTHER THAN DECLARANT) SHALL INDEMNIFY, HOLD HARMLESS AND, UPON THE ELECTION OF THE INDEMNIFIED PARTY (AS HEREAFTER DEFINED), DEFEND THE DECLARANT, THE ASSOCIATION, THE BOARD, THE ARC, AND EACH OF THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS AND ASSIGNS (EACH AN "**INDEMNIFIED PARTY**") FROM AND AGAINST ANY AND ALL CAUSES OF ACTION (AS DEFINED IN

SECTION 4.1(d)) ARISING FROM OR IN CONNECTION WITH (i) THE EXERCISE OR FAILURE TO EXERCISE, OR THE USE OR MISUSE, OF ANY SUCH OWNER'S RIGHTS OR OBLIGATIONS CONTAINED IN THE GOVERNANCE DOCUMENTS, (ii) THE BREACH BY SUCH OWNER OF ANY PROVISION OF THE GOVERNANCE DOCUMENTS, (iii) ANY WORK OR CONSTRUCTION PERFORMED BY OR ON BEHALF OF SUCH OWNER, (iv) ANY INJURY OCCURRING ON THE OWNER'S LOT OR ANYWHERE WITHIN THE RV PARK TO THE EXTENT CAUSED BY SUCH OWNER OR ANY INVITEE OF SUCH OWNER, OR (v) THE NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR CRIMINAL ACTIVITY OF SUCH OWNER OR ANY INVITEE OF SUCH OWNER.

15.18 Injury to Person or Property. Neither the Association nor Declarant, or their respective affiliates, directors, officers, employees, representatives, or agents have a duty or obligation to any Owner or any Owner's tenants, guests or invitees: (i) to supervise minor children or any other Person, (ii) to fence or otherwise enclose any Lot or Common area, or (iii) to provide security or protection to any such Person from harm or loss. By accepting title to a Lot, each Owner agrees that the limitations set forth in this Section 15.17 are reasonable and do not constitute a failure by the Association or Declarant to exercise reasonable care.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Declarant has duly executed this Declaration on the day and year first above written.

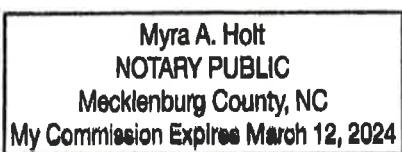
DECLARANT:

TH RICHLAND CHAMBERS, LLC,
a Texas limited liability company

By: MA
Name: Nathan Saunders
Title: Manager

North Carolina
STATE OF TEXAS last
COUNTY OF Mecklenburg }

This instrument was acknowledged before me on the 17th day of December, 2020, by Nathan Saunders, Mgr of TH Richland Chambers LLC, a Texas limited liability company, on behalf of said limited liability company, for the purposes therein stated.



Myra A. Holt
Notary Public, State of NC
My commission expires: 3/12/2024

EXHIBIT A

The Property

BEING a 48.190 acre tract of land situated in the D.T. Dunham Survey, Abstract Number 242, Navarro County, Texas, and being all of that certain tract of land described by deed to TH Richland Chambers, LLC, recorded in County Clerk's File Number 2019-313, Deed Records, Navarro County, Texas, same being all of Weigon Way, a 40' private right-of-way, a portion of Pelican Isle Drive, a 50' private right-of-way, all of Reserved Area "Feet, as shown on Pelican Isle, an addition to Navarro County, Texas, according to the plat recorded in Volume 6, Page 281, Plat Records, Navarro County, Texas, and being all of Lot 1A, Block 3, Pelican Isle, an addition to Navarro County, Texas, according to the plat recorded in Volume 7, Page 148, Plat Records, Navarro County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" capped iron rod set stamped "Realsearch" on the northeast line of said called 33.65 acre tract, being on the northwest line of Lot 1, Block 1, said Pelican Isle (6-281), and being on the southwest right-of-way line of County Road SE3290, a 50' right-of-way described by deed to Navarro County, Texas, recorded in Volume 1123, Page 89, Deed Records, Navarro County, Texas, from which a 1/2" iron rod found at the easternmost corner of said called 33.65 acre tract bears South 31 Degrees 22 Minutes 25 Seconds East, a distance of 318.85 feet;

THENCE South 58 Degrees 36 Minutes 53 Seconds West, along the northwest line of said Pelican Isle, a distance of 181.49 feet, to a 5/8" capped iron rod set stamped "Realsearch", being at the beginning of a curve to the left;

THENCE 81.94 feet, departing said northwest line and over and over and across said Weigon Way and said Pelican Isle Drive, with said curve to the left, having a radius of 50.00 feet, through a central angle of 93 Degrees 53 Minutes 34 Seconds, whose long chord bears South 11 Degrees 40 Minutes 06 Seconds West, a chord length of 73.07 feet, to a 5/8" capped iron rod set stamped "Realsearch", being on the northeast line of Lot 1-A, Block 3, Pelican Isle, an addition to Navarro County, Texas, according to the plat recorded in Volume 7, Page 148, Plat Records, Navarro County, Texas, same being the southwest right-of-way line of said Pelican Isle Drive, a 50' right-of-way;

THENCE South 36 Degrees 53 Minutes 13 Seconds East, continuing along the southwest right-of-way line of said Pelican Isle Drive, a distance of 37.00 feet, to a 5/8" capped iron rod set stamped "Realsearch" at the easternmost corner of said Lot 1-A;

THENCE South 58 Degrees 37 Minutes 35 Seconds West, departing said southwest right-of-way line and along the southeast line of said Lot 1-A, a distance of 93.97 feet, to the southernmost corner of said Lot 1-A, same being the westernmost corner of Lot 1, Block 3, said Pelican Isle (6-281);

THENCE South 38 Degrees 51 Minutes 27 Seconds East; departing said southeast line and along the southwest line of said Lot 1, Block 3, a distance of 4.09 feet, to a point for corner;

THENCE Westerly, departing said southwest line, with the face of a Sea Wall, being the 315' contour line as described in said called TH Richland Chambers, LLC deed, the following calls:

South 84 Degrees 51 Minutes 30 Seconds West, a distance of 99.98 feet, to a point for corner;
South 57 Degrees 17 Minutes 03 Seconds West, a distance of 210.84 feet, to a point for corner;
South 38 Degrees 47 Minutes 43 Seconds West, a distance of 43.11 feet, to a point for corner;
South 25 Degrees 45 Minutes 13 Seconds West, a distance of 72.44 feet, to a point for corner;
South 26 Degrees 17 Minutes 49 Seconds West, a distance of 75.34 feet, to a point for corner;
South 27 Degrees 58 Minutes 23 Seconds West, a distance of 67.53 feet, to a point for corner;
South 26 Degrees 38 Minutes 07 Seconds West, a distance of 68.58 feet, to a point for corner;
South 21 Degrees 44 Minutes 34 Seconds West, a distance of 144.47 feet, to a point for corner;
South 21 Degrees 51 Minutes 10 Seconds West, a distance of 125.33 feet, to a point for corner;
South 21 Degrees 44 Minutes 14 Seconds West, a distance of 56.66 feet, to a point for corner;
South 20 Degrees 35 Minutes 50 Seconds West, a distance of 64.70 feet, to a point for corner;
South 19 Degrees 50 Minutes 15 Seconds West, a distance of 107.08 feet, to a point for corner;
South 20 Degrees 57 Minutes 38 Seconds West, a distance of 84.70 feet, to a point for corner;
South 23 Degrees 04 Minutes 50 Seconds West, a distance of 47.32 feet, to a point for corner;
South 24 Degrees 38 Minutes 44 Seconds West, a distance of 97.10 feet, to a point for corner;
South 26 Degrees 33 Minutes 10 Seconds West, a distance of 47.84 feet, to a point for corner;
South 27 Degrees 39 Minutes 32 Seconds West, a distance of 69.13 feet, to a point for corner;
South 32 Degrees 57 Minutes 27 Seconds West, a distance of 97.15 feet, to a point for corner;
South 49 Degrees 33 Minutes 56 Seconds West, a distance of 69.61 feet, to a point for corner;
South 56 Degrees 08 Minutes 25 Seconds West, a distance of 72.23 feet, to a point for corner;
South 38 Degrees 14 Minutes 17 Seconds West, a distance of 85.70 feet, to a point for corner;
South 23 Degrees 10 Minutes 57 Seconds West, a distance of 75.69 feet, to a point for corner;
South 17 Degrees 32 Minutes 38 Seconds West, a distance of 104.92 feet, to a point for corner;
South 04 Degrees 14 Minutes 58 Seconds West, a distance of 66.67 feet, to a point for corner;
South 00 Degrees 46 Minutes 46 Seconds East, a distance of 65.71 feet, to a point for corner;
South 00 Degrees 41 Minutes 06 Seconds West, a distance of 124.13 feet, to a point for corner;
South 04 Degrees 15 Minutes 21 Seconds East, a distance of 80.56 feet, to a point for corner;
South 12 Degrees 52 Minutes 22 Seconds West, a distance of 2.55 feet, to a point for corner;
South 37 Degrees 25 Minutes 32 Seconds West, a distance of 2.40 feet, to a point for corner;
South 58 Degrees 54 Minutes 02 Seconds West, a distance of 45.94 feet, to a point for corner;
North 83 Degrees 16 Minutes 11 Seconds West, a distance of 61.31 feet, to a point for corner;
North 74 Degrees 11 Minutes 36 Seconds West, a distance of 42.43 feet, to a point for corner;
North 54 Degrees 56 Minutes 23 Seconds West, a distance of 45.39 feet, to a point for corner;
North 41 Degrees 04 Minutes 25 Seconds West, a distance of 84.13 feet, to a point for corner;
North 32 Degrees 11 Minutes 28 Seconds West, a distance of 66.11 feet, to a point for corner;
North 26 Degrees 50 Minutes 19 Seconds West, a distance of 53.38 feet, to a point for corner;

North 20 degrees 52 minutes 17 seconds West, a distance of 55.23 feet, to a point for corner;
North 20 degrees 02 minutes 37 seconds West, a distance of 128.37 feet, to a point for corner;
North 00 degrees 01 minutes 18 seconds East, a distance of 75.08 feet, to a point for corner;
North 25 degrees 32 minutes 25 seconds East, a distance of 95.76 feet, to a point for corner;
North 38 degrees 36 minutes 08 seconds East, a distance of 80.89 feet, to a point for corner;
North 52 degrees 55 minutes 10 seconds East, a distance of 194.49 feet, to a point for corner;
North 40 degrees 53 minutes 36 seconds East, a distance of 94.11 feet, to a point for corner;
North 27 degrees 06 minutes 44 seconds East, a distance of 57.34 feet, to a point for corner;
North 25 degrees 18 minutes 16 seconds East, a distance of 47.31 feet, to a point for corner;
North 12 degrees 07 minutes 19 seconds East, a distance of 193.34 feet, to a point for corner;
North 07 degrees 35 minutes 03 seconds East, a distance of 64.10 feet, to a point for corner;
North 03 degrees 45 minutes 52 seconds East, a distance of 78.39 feet, to a point for corner;
North 03 degrees 54 minutes 51 seconds East, a distance of 75.98 feet, to a point for corner;
North 13 degrees 26 minutes 30 seconds West, a distance of 86.02 feet, to a point for corner;
North 09 degrees 03 minutes 07 seconds East, a distance of 58.84 feet, to a point for corner;
North 27 degrees 03 minutes 32 seconds East, a distance of 55.79 feet, to a point for corner;
North 67 degrees 30 minutes 06 seconds East, a distance of 39.94 feet, to the northwest corner of
said called 16.18 acre tract, same being the southernmost corner of said called 33.65 acre tract, being
at the end of said Sea Wall;

THENCE Northerly, continuing along said 315' contour line, being the westerly line of said TH
Richland Chambers tract, the following calls:

North 32 degrees 43 minutes 38 seconds East, a distance of 64.24 feet, to a point for corner;
North 38 degrees 48 minutes 14 seconds East, a distance of 41.33 feet, to a point for corner;
North 11 degrees 05 minutes 56 seconds East, a distance of 62.21 feet, to a point for corner;
North 01 degrees 12 minutes 46 seconds West, a distance of 34.07 feet, to a point for corner;
North 24 degrees 46 minutes 33 seconds West, a distance of 66.54 feet, to a point for corner;
North 52 degrees 55 minutes 06 seconds West, a distance of 57.86 feet, to a point for corner;
North 33 degrees 47 minutes 22 seconds West, a distance of 40.50 feet, to a point for corner;
North 48 degrees 59 minutes 39 seconds West, a distance of 56.92 feet, to a point for corner;
North 54 degrees 59 minutes 00 seconds West, a distance of 90.80 feet, to a point for corner;
North 67 degrees 24 minutes 26 seconds West, a distance of 127.22 feet, to a point for corner;
North 72 degrees 56 minutes 23 seconds West, a distance of 133.14 feet, to a point for corner;
North 74 degrees 19 minutes 02 seconds West, a distance of 138.72 feet, to a point for corner;
North 18 degrees 26 minutes 44 seconds East, a distance of 61.87 feet, to a point for corner;
North 30 degrees 41 minutes 26 seconds East, a distance of 12.71 feet, to a point for corner;
North 42 degrees 59 minutes 13 seconds East, a distance of 26.38 feet, to a point for corner;
North 51 degrees 31 minutes 05 seconds East, a distance of 15.98 feet, to a point for corner;
North 37 degrees 34 minutes 34 seconds East, a distance of 41.59 feet, to a point for corner;
North 49 degrees 25 minutes 22 seconds East, a distance of 53.91 feet, to a point for corner;
North 62 degrees 00 minutes 38 seconds East, a distance of 53.58 feet, to a point for corner;
North 55 degrees 27 minutes 23 seconds East, a distance of 26.45 feet, to a point for corner;

North 39 degrees 40 minutes 29 seconds East, a distance of 26.41 feet, to a point for corner;
North 22 degrees 20 minutes 12 seconds East, a distance of 29.41 feet, to a point for corner;
North 04 degrees 17 minutes 23 seconds East, a distance of 36.66 feet, to a point for corner;
North 01 degrees 05 minutes 15 seconds West, a distance of 49.31 feet, to a point for corner;
North 03 degrees 39 minutes 34 seconds East, a distance of 58.08 feet, to a point for corner;
North 10 degrees 13 minutes 58 seconds West, a distance of 42.33 feet, to a point for corner;
North 16 degrees 32 minutes 09 seconds West, a distance of 44.92 feet, to a point for corner;
North 20 degrees 17 minutes 19 seconds West, a distance of 54.27 feet, to a point for corner;
North 19 degrees 04 minutes 02 seconds West, a distance of 18.43 feet, to a point for corner;
North 02 degrees 51 minutes 51 seconds East, a distance of 46.04 feet, to a point for corner;
North 16 degrees 36 minutes 53 seconds East, a distance of 29.22 feet, to a point for corner;
North 19 degrees 29 minutes 05 seconds East, a distance of 36.76 feet, to a point for corner;
North 13 degrees 21 minutes 14 seconds East, a distance of 24.99 feet, to a point for corner;
North 80 degrees 26 minutes 28 seconds East, a distance of 52.80 feet, to a point for corner;
North 60 degrees 17 minutes 21 seconds East, a distance of 56.85 feet, to a point for corner;
North 35 degrees 50 minutes 19 seconds East, a distance of 17.64 feet, to a point for corner;
North 50 degrees 12 minutes 53 seconds East, a distance of 56.83 feet, to a point for corner;
North 40 degrees 05 minutes 17 seconds East, a distance of 33.25 feet, to a point for corner;
North 56 degrees 03 minutes 32 seconds East, a distance of 31.15 feet, to a point for corner;
North 43 degrees 57 minutes 21 seconds East, a distance of 46.45 feet, to a point for corner;
North 57 degrees 25 minutes 19 seconds East, a distance of 52.86 feet, to a point for corner;
North 74 degrees 28 minutes 58 seconds East, a distance of 34.48 feet, to a point for corner;
North 79 degrees 32 minutes 28 seconds East, a distance of 27.23 feet, to a point for corner;
South 73 degrees 44 minutes 10 seconds East, a distance of 7.49 feet, to a point for corner;
South 83 degrees 06 minutes 02 seconds East, a distance of 129.53 feet, to a point for corner;
North 85 degrees 46 minutes 04 seconds East, a distance of 15.20 feet, to a point for corner;
South 70 degrees 23 minutes 32 seconds East, a distance of 18.79 feet, to a point for corner;
South 69 degrees 07 minutes 24 seconds East, a distance of 20.86 feet, to a point for corner;
North 82 degrees 50 minutes 41 seconds East, a distance of 19.81 feet, to a point for corner;
North 61 degrees 58 minutes 38 seconds East, a distance of 19.86 feet, to a point for corner;
North 43 degrees 09 minutes 20 seconds East, a distance of 27.32 feet, to a point for corner;
North 62 degrees 14 minutes 46 seconds East, a distance of 48.95 feet, to a point for corner;
North 84 degrees 02 minutes 58 seconds East, a distance of 32.85 feet, to a point for corner;
North 61 degrees 46 minutes 15 seconds East, a distance of 47.96 feet, to a point for corner;
South 65 degrees 12 minutes 49 seconds East, a distance of 22.77 feet, to a point for corner;
North 27 degrees 45 minutes 55 seconds East, a distance of 19.75 feet, to a point for corner;
North 57 degrees 07 minutes 29 seconds East, a distance of 20.74 feet, to a point for corner;
North 24 degrees 40 minutes 23 seconds East, a distance of 14.85 feet, to a point for corner;
North 20 degrees 13 minutes 47 seconds West, a distance of 19.02 feet, to a point for corner;
North 45 degrees 35 minutes 28 seconds East, a distance of 41.61 feet, to a point for corner;
North 25 degrees 42 minutes 26 seconds East, a distance of 6.56 feet, to a point for corner;

North 07 degrees 32 minutes 36 seconds East, a distance of 26.27 feet, to a point for corner; North 37 degrees 16 minutes 26 seconds East, a distance of 40.90 feet, to a point for corner; North 38 degrees 03 minutes 18 seconds East, a distance of 55.17 feet, to a point for corner; North 16 degrees 47 minutes 15 seconds West, a distance of 47.83 feet, to a point for corner; North 25 degrees 29 minutes 55 seconds East, a distance of 20.13 feet, to a point for corner; North 28 degrees 42 minutes 41 seconds West, a distance of 19.31 feet, to a point for corner; North 01 degrees 03 minutes 24 seconds East, a distance of 6.69 feet, to a point for corner at the northernmost corner of said TH Richland Chambers tract, being on the southwest right-of-way line of said County Road SE3290;

THENCE South 31 degrees 22 minutes 25 seconds East, departing said 315' contour line and along said southwest right-of-way line, a distance of 1217.94 feet, to the POINT OF BEGINNING, and containing 48.190 acres or 2,099,173 square feet of land, more or less

EXHIBIT B

Resort Fees

[TO BE ATTACHED]

Filed for Record in
Navarro County

On: Jan 07,2021 at 11:30A

As a
Recording

Document Number: 00000176

Amount: 274.00

Receipt Number: 103280

By:

Dolly Whitehead

STATE OF TEXAS

COUNTY OF NAVARRO

I hereby certify that this instrument was
filed on the date and time stamped hereon by me and
was duly recorded and stamped hereon by me.

Jan 07,2021

Sherry Dugay, COUNTY CLERK
Navarro County