

**FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF INDIAN TRAIL SUBDIVISION**

1487

THE STATE OF TEXAS §

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WASHINGTON §

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THIS FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF INDIAN TRAIL SUBDIVISION ("the Amended Restrictions") is made by **HIGH MEADOWS LAND & CATTLE, LLC** ("Declarant"), with the joinder of S.J. Gaido III and Nancy H. Gaido.

WHEREAS, Declarant is the owner of that certain 73.122 acres of land, more or less, out of and part of the Isaac Lee Survey, A-77, in Washington County, Texas, according to the plat thereof recorded in plat cabinet file number 620 A & B in the Plat Records of Washington County, Texas ("the Property" and/or the "Subdivision"); and

WHEREAS, the Property has been previously restricted by 632 Partnership under deed dated October 26, 1984 as recorded in Volume 490, Page 243 of the Property Records of Washington County, Texas and deed dated October 25, 1989 as recorded in Volume 614, Page 788 of the Property Records of Washington County, Texas; and

WHEREAS, Declarant recorded that certain Declaration of Covenants, Conditions and Restrictions of Indian Trail Subdivision dated December 21, 2012 and recorded in Book 1424, Page 671 of the Property Records of Washington County, Texas ("the Original Restrictions"); and

WHEREAS, in accordance with Article IV, Section 4 of the Restrictions, Declarant desires to amend and restate the Original Restrictions and replace them in their entirety by these Amended Restrictions.

NOW, THEREFORE, Declarant hereby declares that the Property shall be subject to the jurisdiction of the Association (as hereinafter defined) and shall be held, sold and conveyed subject to these Amended Restrictions as a single family residential use, and agricultural use as permitted herein, subdivision to provide and adopt a general plan of development including assessments, conditions, covenants, easements, reservations, and restrictions designed to govern the Property, and which shall constitute covenants running with the land, and which shall be binding on all parties having any right, title or interest in the Property or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of the Declarant and the Owners.

The Property is subject to this these Amended Restrictions which may be amended and/or supplemented from time to time. Additionally, the Property is subject to the Dedicatory Instruments (as hereinafter defined). If any conflict exists between all or any portion of the Amended Restrictions and any Dedicatory Instrument, the more restrictive provision shall control.

ARTICLE 1

DEFINITIONS

Section 1. "ACC" shall mean the Architectural Control Committee.

Section 2. "Association" shall mean and refer to the Indian Trail Property Owners Association, Inc., its successors and assigns.

Section 3. "Board" means the Board of Directors of the Association as provided within the Bylaws.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and benefit of the Owners of the Lots including easements as shown on the recorded subdivision map of the Property.

Section 5. "Declarant" shall mean and refer to High Meadows Land & Cattle, LLC and its successors or assigns.

Section 6. "Dedictory Instruments" shall mean each document governing the establishment, maintenance and operation of the Property, including but not limited to these Amended Restrictions, Bylaws, Certificate of Formation, and similar instruments governing the administration or operation of the Association, as well as any and all rules, guidelines and policies, and any supplements or amendments to such documents, enforceable by the Association.

Section 7. "Deed Restriction Violation" means any damage that an Owner or occupant has caused to the Common Area or a condition on a Lot or an improvement located upon a Lot that does not comply with the terms and conditions of the Dedictory Instruments covering the establishment, maintenance, and operation of the Subdivision. Failure to pay all amounts due and owing on a Lot shall also be considered a Deed Restriction Violation.

Section 8. "Fences" shall mean all fences constructed within or on the boundary of any 20-foot landscape, drainage or utility easement, such easements running contiguous to Indian Paintbrush Road right-of-way or contiguous to Indian Trail Lane right-of-way.

Section 9. "Lot" shall mean and refer to any parcel or plat of land out of the Property and/or shown upon any recorded subdivision plat, or replat of the Property but excluding the Common Area.

Section 10. "Main Road" shall mean Indian Trail Lane as shown on the Recorded Plat of the Property.

Section 11. "Owner" or "Owners" shall mean and refer to the record owner(s), whether one or more persons or entities, of a fee simple title to any Lot out of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 12. "Property" shall mean and refer to (a) that certain real property first hereinabove described, and (b) such additions thereto, if any, as may hereafter be brought within the jurisdiction of the Association and encumbered with these Amended Restrictions.

Section 13. "Recorded Plat" shall mean and refer to the most currently amended plat of the Indian Trail Subdivision as recorded in the Plat Records of Washington County, Texas.

ARTICLE II

USE RESTRICTIONS AND ARCHITECTURAL CONTROLS

Section 1. Construction of Improvements. Each Lot shall be used only for single-family residence purposes and for agricultural use as defined hereafter.

1.01 The main residence shall be a single-family residential dwelling not to exceed two and one-half (2-1/2) stories in height with a garage for at least two (2), but not more than five (5) cars. Other structures, which may include guest houses, ranch or domestic employee quarters or barns or similar buildings, shall not exceed the main resident in height and may be permanently occupied only by a member of the family occupying the main residence on the Lot or ranch or domestic employees employed on the premises. The design of said other structures shall be consistent and compatible with the main residence subject to prior written approval of the ACC.

1.02 Barns, sheds, storage buildings, and other structures for agricultural use are prohibited unless specifically approved in writing by the ACC. A barn may include an apartment for employees or guests.

1.03 Mobile homes or recreational vehicles for use as a primary residence are prohibited.

1.04 Manufactured and/or modular structures for use as the primary residence, whether permanently affixed to a foundation or not, are prohibited.

1.05 Carports are prohibited unless specifically approved in writing by the ACC.

1.06 Individual ponds may be constructed on a Lot so long as they are maintained so as not to become stagnant and do not interfere with the existing or planned drainage of the Property.

Section 2. Architectural Control. No buildings or improvements of any character shall be erected or placed or the erection thereof begun, or changes made in the design thereof after original construction, on any Lot until the construction plans and specifications and a site plan showing the location of the structure or improvements have been submitted to and approved in writing by the ACC, as to compliance with the Dedicatory Instruments, building lines and/or setbacks as shown on the Recorded Plat, quality of material, harmony of external design with existing and proposed structures and as to location with respect to topography and finish grade election and consistent with a design that is compatible with the country setting and architectural styles in the Washington County area. The ACC shall exercise reasonable discretion when considering contemplated improvements. Nonconforming design is discouraged. Unconventional and/or extreme design, materials and colors as reasonably determined by the ACC shall not be approved. The initial three (3) members of the ACC shall be Lana McDaniel, Tonya Currie, and S. J. Gaido III. If there exists at any time one or more vacancies in the ACC, the remaining member or members of the ACC may designate successor member(s) to fill such vacancy or vacancies. The ACC and the individual members thereof shall not be liable for any act or omission in performing or purporting to perform the functions delegated hereunder. In the event that the ACC fails to indicate its approval or disapproval within thirty (30) days after the receipt of the required

documents they shall be deemed to be disapproved. In no case may construction begin prior to approval of plans by the ACC. Further, the ACC may review, approve or deny applications for improvements within right-of-way areas that are adjacent to a Lot. Provided, however, the Association, the Board and the ACC are not liable for any injuries or damages that may arise from or may be related to any approved improvements located within a right-of-way area adjacent to a Lot. If plans are disapproved, no construction can commence until revised plans are submitted and approved by the ACC. The ACC is hereby vested with the right, but not the obligation, to refuse to review a request for an improvement or modification, or to deny such a request, if the Owner requesting same is not a member in good standing of the Association.

The Association has the authority hereunder to require any Owner or Owner's agents or contractors to cease and desist in constructing or altering any improvements on any Lot, where such actions have not first been reviewed and approved, constitute a violation of the Dedicatory Instruments or any other documents promulgated by the Association pursuant to the provisions set forth herein. Written notice may be delivered to the Owner, or any agent or contractor with apparent authority to accept same, and such notice shall be binding on Owner as if actually delivered to Owner. The violating Owner shall remove such violating improvements or sitework at its sole expense and without delay, returning same to its original condition or bringing the Lot into compliance with the Dedicatory Instruments and any plans and specifications approved by the ACC for construction on that Lot. If an Owner proceeds with construction that is not approved by the ACC, or that is a variance of the approved plans, the Association may assess fines, and may continue to assess such fines until ACC approval is granted or the violation is removed. These Amended Restrictions are notice of such liability for violation and Owners hereby agree to bear the cost and expense to cure any violations according to this provision, regardless of the substantial cost, time or loss of business involved. Each Owner acknowledges that it may not always be possible to identify objectionable features of proposed construction or alteration of improvements until such construction and/or alteration is completed, in which case it may be unreasonable to require changes to the improvements involved; however, the ACC may refuse to approve similar proposals in the future.

Declarant hereby retains its right to assign the duties, powers and responsibilities of the ACC to the Association when one hundred percent (100%) of all Lots and any other areas annexed to the Property have been conveyed to owners, and the term "Architectural Control Committee" or "ACC herein shall include the Association as such assignee. The approval or lack of disapproval by the ACC shall not be deemed to constitute any warranty or representation by the ACC including, without limitation, any warranty or representation relating to fitness, design or adequacy of the proposed materials used and the construction or compliance with applicable statute, codes or regulations. The Association may charge a reasonable fee to retain a professional to review plans and specifications for improvements. The Owner (or prospective owner) shall pay such fee to the professional contemporaneously with the submission of the plans and specifications. If a fee is set and not paid, the thirty (30) day time period set out herein shall not begin to run until the fee is paid.

Section 3. Minimum Square Footage Within Improvements. The living area of the main residential structure (exclusive of outbuildings, guesthouses, porches, garage and employees' quarters) shall not be less than two thousand four hundred (2,400) square feet. The ACC, at its sole discretion, is hereby permitted to approve deviations in any building area herein prescribed in

instances when, in its sole judgment, such deviations would result in a beneficial common use consistent with the Subdivision. Such variances must be granted in writing in recordable form and when given shall become a part of these restrictions to the extent of the particular Lot involved.

Section 4. Exterior Materials. Unless otherwise approved by the ACC, in its sole and exclusive discretion, the exterior materials of the main residential structure and garage, guesthouses, employees' quarters, barns and similar buildings shall be constructed of masonry, stone, stucco, Hardiplank or other wood siding except cedar or log.

Section 5. Location of the Improvements Upon the Lot. All building or other improvements on each Lot shall be located within the building lines as shown for each Lot on the Recorded Plat. All structures other than the primary residence including, barns, sheds, storage buildings, and all other structures of what so ever type and/or use shall be located behind or beyond the front of the primary residence plus fifty feet (50') as viewed from Indian Trail Lane.

Section 6. Composite Building Site. Any owner of one or more adjoining Lots may consolidate such Lots into one single-family residence building site with the privilege of placing or constructing improvements on such composite building site, in which case setback lines shall be measured from the resulting combined Lot lines rather than from the singular lot lines. Provided however, that such combining of Lots shall not forgive the assessment due for each Lot as shown on the Recorded Plat.

Section 7. Easements, Road, Drives and Access to Contiguous Tracts. As shown on the Recorded Plat, easements for installation and maintenance of utilities, drainage and landscape amenities are reserved by Declarant, and no structure of any kind shall be erected upon any of said easements.

The Association may maintain the easements described in respect to their intended purposes. Neither Declarant nor any utility company using the easement shall be liable for any damage done by either of them or their assigns, their agents, employees or servants to the shrubbery, trees, flowers or improvements of the Owner located on the land within or affected by said easements.

As shown on the Recorded Plat, the easements for the Main Road, drainage, utilities and landscape are wider than the actual paved surface of the Main Road. The Main Road shall be constructed according to plans and specifications approved by Washington County, Texas, but shall be a gated, private road and maintained by the Association. The Main Road shall be a private road for the exclusive use of each Owner, their guests and invitees, emergency vehicles and personnel and any person(s) who by virtue of office, law or ordinance has a right to use of the Main Road. Each Owner shall be solely responsible for the maintenance of driveways from the Main Road to their respective Lot. The Main Road is a private street dedicated or to be dedicated to the Association for the use of the Owners of Lots and the Association. The Main Road will not be dedicated to the public, any municipal body or public authority. Owners are hereby given notice that the maintenance of the Main Road will be provided for through an assessment or assessments, as the case may be, to be levied by the Association against each and every Lot in the Property.

Any Owner of a Lot who also has even title to a parcel or tract of land which is contiguous with said Owner's Lot (the "Contiguous Tract") shall have the right of ingress and egress to and

from the Contiguous Tract via the Main Road and across said Owner's Lot. This access to the Contiguous Tract shall not be used to provide access for, accommodate or support any type of business or commercial activity on the Contiguous Tract, construction project or activity on the Contiguous tract or in any way cause damage to the Main Road or create a nuisance to any other Owner of a Lot. The Board is hereby vested with the authority, but not the obligation, to charge an Owner a fee for use of the Main Road to access the Contiguous Tract, such fee to offset the wear and tear on the Main Road.

Section 8. Prohibition of Trade and Offensive Activities. There shall be no retail, industrial, multifamily, office building, or mixed-use commercial structures or facilities constructed on any Lot. Noxious or offensive activities of any sort including loud noises or anything done on any Lot that may be or become an annoyance or a nuisance to any Lot Owner(s) shall not be permitted.

It is permitted for Owners to lease a dwelling in the Subdivision, so long as occupants are leasing the entire land and improvements comprising the homesite. Leasing a dwelling for residential purposes shall not be considered a "business", provided that the Owner and any other Owners with whom such Owner is affiliated do not collectively lease or offer for lease more than one Lot at any time. This provision shall not preclude the Association or an institutional lender from leasing a Lot upon taking title following foreclosure of its security interest in the Lot or upon acceptance of a deed in lieu of foreclosure. "Leasing" for purposes of these Amended Restrictions, is defined as occupancy of a Lot by any person other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. Provided, however, "leasing" for purposes of these Amended Restrictions shall not include vacation rental by Owner, boarding house, or bed and breakfast and such uses are prohibited. No fraction or portion of any Lot may be leased or rented. All leases must be in writing and shall contain such terms as the Association may prescribe from time to time. All leases shall provide that they may be terminated in the event of a violation of the Dedictory Instruments by an occupant or occupant's family, and the Board, in its sole discretion, may require termination by the Owner and eviction of the occupant in such event. Rental or lease of the Lot and dwelling shall not relieve the Owner from compliance with the Dedictory Instruments.

Section 9. Use of Temporary Structures. No structures of a temporary character, mobile home, trailer, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a primary residence. Temporary structures may be used as building offices and for related purposes during a construction period. Such structures shall be sightly but inconspicuous and shall be removed immediately after completion of construction.

Section 10. Storage of Automobiles, Boats, Trailers and other Vehicles. No boat trailers, boats, travel trailers, automobiles, campers or vehicles of any kind shall be semi-permanently or permanently stored on the Main Road, in any easement or on driveways. Storage of such items and vehicles must be screened from public view, either within the garage or behind a fence that encloses the rear of the lot. No inoperable boat trailers, boats, travel trailer, automobiles, campers or vehicles of any kind shall be semi-permanently or permanently stored on any Lot. Parking of any vehicle other than in a driveway or within an enclosed garage of a homesite or other paved area provided for parking is expressly prohibited. The Owners of any Lot, by virtue of ownership of a Lot within the Subdivision, hereby contractually covenant and agree that the Association has jurisdiction over the Main Street, and shall have the right without

the obligation to enforce the ban on parking on the Main Street. The Association may establish from time to time reasonable rules regarding the use, maintenance and parking of vehicles within the Subdivision, and the Association has discretion to determine the various types of vehicles that fall within the scope of any such rules.

Section 11. Mineral Operations. No quarry or mining operations of any kind shall be conducted or permitted upon or in any Lot. No petroleum exploration, drilling, production, treatment or pipeline transportation activities including the construction and operation of facilities associated with said activities are permitted on any Lot. No Owner of a Lot may sell, rent, lease or grant easements across a Lot or any portion of a Lot except as necessary to provide said Owner access to electrical power and communications to structures on said Lot.

Section 12. Agricultural and Other Use.

12.01 Only the cultivation of hay, forage and human food crops and the raising of horses and cattle shall be permitted.

12.02 Horses and cattle shall be limited to a population density equal to one animal unit per two acres of pasture and pen area as measured by actual area of pasture and pen provided.

12.03 Any animal with unweaned offspring shall be deemed and considered to be a single animal unit. Otherwise each horse and/or head of cattle shall be deemed to be a single animal unit.

12.04 The Association shall have the right at any time to adopt rules and regulations concerning the keeping of animals and Pets in the Property and means to enforce such.

12.05 No sheep, goats, swine or fowl shall be permitted except for those used solely for 4H, FFA Club, or similar youth organization projects.

12.06 Dogs, cats or other common household pets (collectively, "Pets") are excluded from the limits and restrictions set out above, provided they are kept, bred or maintained for non-commercial purposes. Pet(s) shall not be permitted to roam freely outside the Lot(s) in which it or they are domiciled. At all times, owners of Pets must be able to exhibit proof from a licensed veterinarian of current rabies and all other appropriate vaccinations.

12.07 All pastures, pens, and other areas where animals are kept or raised shall be kept and maintained in a neat and clean condition reasonably free from odors and shall be periodically sprayed or otherwise treated to restrict and minimize flies and other insects so as not to become a nuisance to Owners of the Lots.

12.08 No hunting is allowed on the Property. No pistol, rifle, shotgun or any other firearm of fireworks or any other device capable of killing or injuring or causing property damage shall be discharged on any part of the Property, except as follows:

(a) for personal protection and the protection of Owners' property and animals from predators or nuisance species;

(b) for sport shooting such as target practice, skeet, or clay pigeons conducted in a manner that is safe for all Owners of the Lots and the public; or

(c) upon having received written permission of the Association.

The Association has the right at any time to adopt rules and regulations concerning the use of firearms on the Property and means to enforce such.

12.9 The Association has the right to adopt rules and regulations concerning the use of unlicensed motorcycles, go-carts and similar motorized vehicles and may, at its discretion, eliminate their use if such operation creates a safety hazard, excessive noise, or annoyance to Owners of the Lots.

Except for the agricultural and other uses as above provided, commercial activity, whether for profit or not, open to the public or business invitees is prohibited. Similarly, except for the agricultural use as above provided, commercial use that involves, directly or indirectly, the storage, warehousing and/or distribution of goods or services is prohibited. See Section 8 above.

Section 13. Fences and Lot Entrance Gates. It is not required that a Lot be fenced. However, as part of the common scheme and plan as shown on the Recorded Plat, each Lot along its frontage on the Main Road and along Indian Paintbrush Road shall be fenced, such fences having been constructed by Declarant, hereafter ("the Fences"), within easements for, non-exclusively, such purpose. Declarant, or its assigns, shall pass ownership with title to the Lot, and it shall be Owner of the Lot's responsibility to maintain said, fences thereafter. The Fences have been constructed of treated pine materials to specific dimensional sections and grades. The Fences shall be maintained and/or rebuilt when required using materials of the same dimensions and quality and to the same design, dimensions and alignment as originally constructed.

All side-lot line, rear-lot line and internal fences must be approved by the ACC prior to commencing construction. Approved materials are wood posts, wood rails, "non-climb wire mesh, barbed wire and straight wire. Other materials shall be approved by the ACC. Hurricane-type or chain-link fences are strictly forbidden, and no variance for same will be granted.

A 40-foot gap in the Fence along Indian Trail Lane has been left for each Lot ("the Entrance Gap"). Access to each Lot from Indian Trail Lane shall be at the location of and through the Entrance Gap. No Owner of a Lot is obligated to furnish or construct a gate across the Entrance Gap, however, if a gate is constructed across the Entrance Gap ("Lot Entrance Gate"), it shall be of similar and compatible design and appearance of other Lot Entrance Gates in the Property. Prior to construction of any Lot Entrance Gate, the layout and design of said Entrance Gate shall have written approval from the ACC.

Section 14. Lot Maintenance. The Owner or occupants of all Lots shall at all times keep all weeds and grass thereon cut in an attractive manner and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incidental to construction of improvements thereon as herein permitted. The accumulation of garbage, trash or rubbish of any kind or the burning thereof (except as such burning is permitted by law) of any such materials is prohibited. Each Lot owner shall arrange for scheduled garbage, rubbish and trash pickup from the Lot as long as such service is not provided by a municipality. The Association may, at its option, require each Lot Owner to purchase trash service from one service and charge for such service as part of the assessments described in Article III hereof.

In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements of any of them, such default continuing after ten (10) days' written notice thereof, the Association, or its designees, may without liability to Owner or occupant, but without being under any duty to do so, in trespass or otherwise, enter upon such Lot ("Self Help"), cut, or cause to be cut, such weeds and grass and remove or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions and to place said Lot in a neat, attractive, and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt thereof. Any unpaid amount shall be interest at the lesser of the highest rate allowed by laws or eighteen (18%) per annum. Subject to any notice that may be required by law, any costs incurred by the Association in the exercise of its Self Help remedy shall be the personal obligation of the person or entity who was the Owner of the Lot at the time when the Self Help costs were incurred. Subject to any notice that may be required by law, the costs incurred by the Association in exercising its Self Help remedy, which costs may include by way of illustration and not limitation, the actual costs incurred by the Association and an administrative fee set by the Board, may be charged to the subject Owner's assessment account and shall be supported by the continuing lien created herein.

Section 15. Visual Screens on Lots. The drying of clothes in public view is prohibited. All yard equipment, wood piles or storage piles shall be kept screened from public view and maintained in a neat and orderly manner so as to conceal stored items from public view of neighboring Lots, streets or other property.

Section 16. Signs, Advertisements and Billboards. No sign, advertisement, billboard or advertising structure of any kind shall be placed, maintained or display on any Lot except one (1) professionally produced sign not more than two feet by four feet (2' x 4') advertising the property for sale. The Association, or its designees, shall have the right to remove any such sign, advertisement, billboard or structure which is placed on a Lot in violation hereof, and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal. Notwithstanding anything herein contained to the contrary, Declarant, or its assigns, may maintain, as long as it owns at least one Lot in the Property, in or upon such portions of the Property as Declarant may determine, such facilities that, in its sole discretion, may be necessary or convenient including, but without limitation, to offices, storage areas, model units and signs. It is not the intent of this section to limit the display of political signs as may be permitted by Texas Property Code §202.009 or its successor statute.

Section 17. Roofing Materials. The roof of all buildings shall be constructed or covered with fire retardant wood shingles, composition shingles, metal roofing, or slate-style roofing acceptable to and approved in writing by the ACC. Any other type of roofing materials shall be permitted only at the sole discretion of the ACC upon written request. It is not the intent of this section to limit the use of roofing materials as may be permitted by Texas Property Code §202.011 or its successor statute.

Section 18. Maximum Height of Antennae. No antennae or device of any type other than antennae for receiving normal television, communication and data signals shall be erected, constructed, placed or permitted to remain on any Lot, residences, or buildings except as approved by the ACC. Such antennae may be attached to the residence provided, however, such antennae

must be located to the rear of the roof ridgeline, gable, or centerline, of the principal or other occupied dwelling or structure. Freestanding antennae must be attached to and located behind the rear wall or on a sidewall of the main residential structure. No antennae, either freestanding or attached, shall be permitted to extend more than fifty feet (50') from ground level. No portion of any Lot shall be sold, leased, conveyed, or in any manner, transferred for use as a commercial communication or relay facility. No exterior antenna, aerial, satellite dish, or other apparatus which transmits television, radio, satellite or other signals of any kind are permitted on a Lot. This section is intended to comply with the Telecommunications Act of 1996 (the "Act"), as the Act may be amended from time to time, and FCC regulations promulgated under the Act. This section is to be interpreted as restrictive as possible while not violating the Act or FCC regulations. The Board may promulgate guidelines which further define, restrict or address the placement and screening of receiving devices and masts, provided such guidelines are in compliance with the Act and applicable FCC regulations.

Section 19. Re-Subdivision. No Lot may be further subdivided and separated into smaller Lots, and no portion less than all of any Lot may be transferred or conveyed.

Section 20. Septic Systems. Prior to occupancy of a Lot, each Lot Owner shall construct, install and maintain a wastewater treatment and disposal system, which may be septic or aerobic, adequate to receive and treat flows generated from improvements on the Lot in accordance with the specifications for same as established by the laws of the State of Texas and the rules and regulations of Washington County, Texas. If such system complies with such specifications, but still emits foul or noxious odors and/or unsafe liquids into ditches or adjoining Lots, such system shall be modified as necessary to eliminate such foul or noxious odors and/or discharge of unsafe liquids.

Section 21. Water System. Water wells shall be drilled and maintained in accordance with the laws of the State of Texas and the rules and regulations of Washington County, Texas.

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant, in the case of each Lot owned within the Property hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, for repayment of funds borrowed and used in payment of capital improvements (as further described below), (3) other assessments for mowing Lots or removing trash (collectively the "Assessments"). Such Assessments shall be established and collected as hereinafter provided. The Assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing lien in favor of the Association upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the Assessment fell due. Appropriate recitations in the deed conveying each Lot will evidence the retention of a vendor's lien by Declarant for the purpose of securing payment of said assigned to the Association without recourse on Declarant in any manner for the payment of said charge and indebtedness. The annual

assessment shall be levied at the sole discretion of the Board. The Board shall determine the sufficiency or insufficiency of the then-current annual assessment to reasonably meet the expenses for providing services and capital improvements in the Subdivision and may, at its sole discretion and without a vote by the Members, increase the annual assessment in an amount up to ten percent (10%) annually. The annual assessment may only be increased by more than ten percent (10%) annually if such increase is approved by Owners of a majority of the Lots present, in person or by proxy, at a meeting called for said purpose at which a quorum is present in person or by proxy. The annual assessment may not be adjusted more than once in a calendar year nor shall any increase be construed to take effect retroactively, unless otherwise approved by Owners of a majority of the Lots subject to such annual assessments present at a meeting called for said purpose at which a quorum is present in person or by proxy.

Annual assessments shall be paid in such manner and on such dates as the Board may establish, which may include discounts for early payment or similar time/price and method of payment differentials. The Board may require advance payment of annual assessments at closing of the transfer of title to a Lot, and impose special requirements for Owners with a history of delinquent payment.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used for any legal purpose for the benefit of the Subdivision as determined by the Board and for the improvements and maintenance of the Common Area, the Main Road, and easements.

Section 3. Annual Assessment. At the time of recording of these Amended Restrictions, the annual assessment (not including special assessments) shall be the sum of One Thousand Eight Hundred and No/100 Dollars (\$1,800.00) per Lot per calendar year. Payment of the annual assessment shall begin in 2017 at which time all Lots in the Subdivision shall commence to bear the annual assessment simultaneously and continue each year thereafter. Payment for each year's assessment shall be due and payable January 30th of the assessed year. The Owners of the Lots from time to time, but only by unanimous consent and agreement, may change the assessment amount, terms of payment or its elimination. Such action may only be taken in accordance with Section 5 below.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to the year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or any unbudgeted expenses or expenses in excess of those budgeted, unusual, infrequent expense benefiting the Association, provided that any such special assessment shall have the assent and agreement of all the Owners of the Lots. Such action may only be taken in accordance with Section 5 below. Notwithstanding anything contained herein to the contrary, the initial cost for construction of the Main Roads, entrance, and entrance fencing shall not be subject to special assessment.

Section 5. Notice for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be mailed (by U.S. first class mail) to all Owners of the Lots not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At any such meeting called, the attendance of Owners of two-thirds of the Lots in person or by proxy shall be required. If Owners of the required

number of Lots are not present in person or by proxy at any such meeting, the meeting shall be adjourned. Another meeting may be called subject to the same notice requirements and the quorum requirement for such recalled meeting shall be satisfied by those Owners in attendance by person or proxy.

Section 6. Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall be subject to a late fee of One Hundred Dollars (\$100.00) and shall bear interest from the due date until paid at the lesser of the highest rate allowed by law or eighteen percent (18%) per annum. The Association may bring action at law against the Owner personally obligated to pay the Assessment, or foreclose the lien against the Lot involved. No Owner may waive or otherwise escape liability for Assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 7. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage, subordinate mortgage for home or other improvements, or home equity mortgage, existing at any time upon the particular lot involved. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure (whether by exercise of power of sale or otherwise) or any proceeding in lieu thereof shall extinguish the lien of such Assessments as to payments that became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof, but such lien shall exist as, and constitute, a separate and distinct charge and lien on each Lot and shall again accrue and be payable to the Association from the date of the foreclosure forward.

Section 8. Collection and Remedies for Assessments.

10.01 The Assessments provided for in these Amended Restrictions, together with late fees, attorneys' fees, interest and costs as necessary for collection, shall be a charge on and a continuing lien in favor of the Association upon the land against which each such Assessment is made. Each such Assessment, together with late fees, attorney's fees, interest and costs, shall also be the personal obligation of the Owner of the Lot at the time the Assessment became due. This personal obligation for Assessments shall not pass to successors in title unless expressly assumed by them.

10.02 No Owner may waive or otherwise escape liability for the Assessments provided for in these Amended Restrictions by reason of non-use or abandonment.

10.03 In order to secure the payment of the assessments hereby levied, an Assessment lien is hereby reserved in each deed from the Declarant to the Owner of each Lot, which lien may be foreclosed upon by non-judicial foreclosure pursuant to the provision of Section 51.002 of the Texas Property Code (or any successor statute); each Owner grants a power of sale to the Association to sell such property upon default in payment by any amount owed. Alternatively, the Association may judicially foreclose the lien or maintain an action at law to collect the amount owed.

The President of the Association or his or her designee is hereby appointed Trustee to exercise the Association's power of sale. Trustee shall not incur any personal liability hereunder except for his or her own willful misconduct.

Although no further action is required to create or perfect the lien, the Association may, as further evidence, give notice of the lien by executing and recording a document setting forth 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, to any extent, affect the validity, enforceability, or priority of the lien. The Association shall also have the right, but not the obligation, to notify a delinquent Owner's lender, in writing, of such Owner's delinquency and default. If required by law, the Association shall also give notice and an opportunity to cure the delinquency to any holder of a lien that is inferior or subordinate to the Association's lien, pursuant to Section 209.0091 of the Texas Property Code, or its successor statute.

In order to secure the payment of the Assessments hereby levied, a lien is hereby created in favor of the Association and shall run with title to each Lot in the Subdivision, which lien may be foreclosed upon by the Association pursuant to the laws of the State of Texas; each Owner grants a power of sale to the Association to sell such Lot upon default in payment by any amount owed. Alternatively, the Association may judicially foreclose the lien or maintain an action at law to collect the amount owed.

In the event the Association has determined to foreclose its lien provided herein, and to exercise the power of sale hereby granted, such foreclosure shall be accomplished pursuant to the requirements of Sections 209.0091 and 209.0092 of the Texas Property Code by first obtaining a court order in an application for expedited foreclosure under the rules adopted by the Supreme Court of Texas. Notwithstanding anything contained herein to the contrary, in the event that the laws of the State of Texas are changed to no longer require a court order in an application for expedited foreclosure, the Association may pursue foreclosure of its lien via any method established herein, including but not limited to nonjudicial foreclosure, as may be permitted by the then-current law, without the necessity of amending these Amended Restrictions.

At any foreclosure proceeding, any person or entity, including but not limited to the Declarant, Association or any Owner, shall have the right to bid for such Lot at the foreclosure sale and to acquire and hold, lease, mortgage and convey the same. During the period such foreclosed Lot is owned by the Association following foreclosure, (1) no right to vote shall be exercised on its behalf; and, (2) no Assessment shall be levied on it. Out of the proceeds of such sale, there shall be paid all expenses incurred by the Association in connection with such default, including attorneys' fees and trustee's fees; second, from such proceeds there shall be paid to the Association an amount equal to the amount of Assessments in default inclusive of interest, late charges and attorneys' fees; and, third, the remaining balance, if any, shall be paid to such Owner. Following any such foreclosure, each occupant of any such Lot foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant-at-sufferance and may be removed from possession by any lawful means.

ARTICLE IV

GENERAL PROVISIONS

Section 1. Enforcement. All restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration shall run with the land. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in

equity, all restrictions, conditions, covenants, reservation, liens and charges now or hereafter imposed by the provisions of this Declaration; provided however, no Owner shall have the right to enforce the lien rights retained in these Amended Restrictions in favor of the Association and/or other rights, regarding Assessments, fines, or other charges retained by the Association. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The Board's decision to pursue enforcement action in any particular case shall be left to the Board's discretion. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

- (i) the Association's position is not strong enough to justify taking any or further action;
- (ii) 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
- (iii) that it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

Such decision shall not be construed a waiver of the Association's right to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any Dedictory Instrument.

Section 2. Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot subject to the right of the Association to dedicate or transfer all of any part of the Common Area, if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Owners of the Lots. No such dedication or transfer shall be effective unless an instrument signed by Owners of two-thirds (2/3) of the Lots agreeing to such dedication or transfer has been recorded in the Property Records of Washington County, Texas.

Section 3. Delegation of Use. In accordance with the Bylaws of the Association, any Owner may delegate his right of enjoyment to the Common Area and facilities to the members of his family or persons who may reside on said Owner's Lot.

Section 4. Amendment. The covenants and restrictions of these Amended Restrictions are perpetual. These Amended Restrictions may be amended by an instrument signed by Owners of two-thirds (2/3) of the Lots at any time after the date this Declaration is recorded provided that Declarant or its assigns has/have sold all of the Lots. Declarant may amend this Declaration without approval or consent of Owners of the Lots by an instrument signed by it any time prior to its sale of all the Lots. No person shall be charged with notice of or inquiry with respect to any amendment until and unless it has been filed for record in the Property Records of Washington County, Texas.

Section 5. Annexation. Declarant may annex additional adjacent residential property and/or Common Area to the Property without approval or consent of Owners of the Lots. Such annexation shall be accomplished by the execution and filing for record of a Supplemental Declaration setting forth the land being annexed and/or the specific restrictions relating to such property, if different, provided the maintenance fee provisions shall be uniform as to all Lots.

Section 6. Gender and Number. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Section 7. Headings. The paragraph entitlements hereof are inserted for the convenience of reference only and shall in no way alter, modify or define or be used in construing the text of such paragraphs.

Section 8. Execution by the Association. The Association, by joining in the execution hereof agrees to be bound by all the terms and provision of this Declaration.

Section 9. Security. NEITHER THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, NOR THE DECLARANT OR ANY SUCCESSOR DECLARANT, SHALL IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE PROPERTY. NEITHER SHALL THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, DECLARANT OR SUCCESSOR DECLARANT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURE UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT, TENANTS, GUESTS AND INVITEES OR ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, DECLARANT OR ANY SUCCESSOR DECLARANT DO NOT REPRESENT OR WARRANT THAT THEY CAN PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP OR OTHERWISE. EACH OWNER AND OCCUPANT OF ANY LOT AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENT, OR EMPLOYEES, DECLARANT OR ANY SUCCESSOR DECLARANT, ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY DWELLING AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO DWELLINGS AND TO THE CONTENTS OF DWELLING AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS OR EMPLOYEES, DECLARANT OR ANY SUCCESSOR DECLARANT, HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Section 10. Indemnity and Release. EACH OWNER AND EACH OCCUPANT OF ANY LOT AND EACH TENANT, GUEST, CONSTRUCTOR AND ITS EMPLOYEES AND INVITEE OF AN OWNER FOR THEMSELVES, THEIR HEIRS, SUCCESSORS AND ASSIGNS, (HEREINAFTER REFERRED TO AS "RELEASORS AND INDEMNITORS") BY USING AND/OR OCCUPYING ANY LOT OR ANY PART OF THE COMMON AREA

HEREBY RELEASE AND INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES AND THE DECLARANT, ITS MEMBERS, AGENTS, AND EMPLOYEES AND THEIR SUCCESSORS AND ASSIGNS, (HEREINAFTER REFERRED TO AS "RELEASED PARTIES"). THE RELEASORS AND INDEMNITORS HEREBY RELEASE AND INDEMNIFY AND BY THESE PRESENTS DO RELEASE AND INDEMNIFY THE RELEASED PARTIES FROM ANY AND ALL LIABILITY FOR ANY NUISANCE, ATTRACTIVE NUISANCE, ANY PERSONAL INJURIES, DEATH AND INJURIES TO PROPERTY AND ALL DAMAGES, CONSEQUENTIAL, DIRECT AND PUNITIVE AS A RESULT OF THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE RELEASED PARTIES.

Section 11. Severability. The invalidity of any one or more of the provisions of these Amended Restrictions shall not affect the validity of the other provisions thereof.

Section 12. Compliance with Laws. At all times, each Owner shall comply with all applicable federal, state, county, and municipal laws, ordinances, rules, and regulations with respect to the use, occupancy, and condition of the Lot and any improvements thereon. If any provision contained in these Amended Restrictions or any amendment thereto is found to violate any law, then the provision shall be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

Section 13. Governing Laws. The provisions in these Amended Restrictions shall be governed by and enforced in accordance with the laws of the State of Texas, and mandatory venue shall be in Washington County, Texas. Any and all obligations performable hereunder are to be performed in Washington County, Texas.

Section 14. Fines for Violations. The Association may assess fines for violations of the Dedicatory Instruments, other than non-payment or delinquency in Assessments, in amounts to be set by the Board, which fines shall be secured by the continuing lien set out in these Amended Restrictions.

Section 15. Books and Records. The books, records and papers of the Association shall, upon written request and by appointment, during normal business hours, be subject to inspection by any Member, pursuant to a Records Production and Copying Policy adopted by the Association.

Section 16. Notices. Any notice required to be sent to any Owner under the provisions of these Amended Restrictions shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing. Owners are required to notify the Association in writing of their current address if other than the physical address of the Lot. If an Owner fails to notify the Association of their current address, the Association shall use the address of the Lot as the current address. If Owner leases the property, he shall supply the name of the Occupant present upon the execution of any lease.

Section 17. View Impairment. Neither the Declarant, nor the Association, guarantee or represent that any view over and across the Lots, Common Areas, reserves or open space within the Subdivision will be preserved without impairment. The Declarant and the Association shall have no obligation to relocate, prune, or thin trees or shrubs or other landscaping. The Association

has the right, without the obligation, to relocate, prune, thin, or add trees and other landscaping or improvements to the Common Area. There shall be no express or implied easements for view purposes or for the passage of light and air. No Owner has the right to object to the construction of improvements on any adjacent or nearby Lot, or the Common Area, based on the impact of such improvements on the Owner's view.

Section 18. Business Judgment Rule. Any act or thing done by any director, officer, or committee member taken in furtherance of the purposes of these Amended Restrictions, and accomplished in conformity with the procedures set forth herein, the laws of the State of Texas, and/or the Bylaws of the Association, shall be reviewed under the standard of the Business Judgment Rule as established by the common law of Texas, and such act or thing done shall not be a breach of duty on the part of the director, officer, or committee member if they have been done within the exercise of their discretion and judgment.

The Business Judgment Rule means that a court shall not substitute its judgment for that of the director, officer, or committee member. A court shall not re-examine the quality of the decisions made by the director, officer, or committee member determining the reasonableness of the decision as long as the decision is made in good faith in what the director, officer, or committee member believes to be the best interest of the Association.

ARTICLE V

ALTERNATE DISPUTE RESOLUTION

It is the intent of the Association and the Declarant to encourage the amicable resolution of disputes involving the Subdivision and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, the following dispute resolution procedures control to attempt to resolve all claims, grievances or disputes involving the Subdivision, including, without limitation, claims grievances or disputes arising out of or relating to the interpretation, application or enforcement of the Dedictory Instruments.

Section 1. Dispute Resolution. No dispute between any of the following entities or individuals shall be commenced until the parties have submitted to non-binding mediation: Owners; members; the Board; officers in the Association; or the Association. Disputes between Owners that are not regulated by the Dedictory Instruments shall not be subject to the dispute resolution process.

Section 2. Outside Mediator. In a dispute between any of the above entities or individuals, the parties must voluntarily submit to the following mediation procedures before commencing any judicial or administrative proceeding. Each party will represent himself/herself individually or through an agent or representative, or may be represented by counsel. The dispute will be brought before a mutually selected mediator. Such mediator will either be an attorney-mediator skilled in community association law, a Professional Community Association Manager as certified by the Community Associations Institute, or a Certified Property Manager as certified by the Institute of Real Estate Managers. In order to be eligible to mediate a dispute under this provision, a Mediator may not reside in the Subdivision, work for any of the parties, represent any of the parties, nor have any conflict of interest with any of the parties. Costs for such mediator shall be shared equally by the parties. If the parties cannot mutually agree upon the selection of a mediator after reasonable efforts (not more than thirty (30) days), each party shall select their own

mediator and a third will be appointed by the two selected mediators. If this selection method must be used, each party will pay the costs of their selected mediator and will share equally the costs of the third appointed mediator.

Section 3. Mediation is Not a Waiver. By agreeing to use this Dispute Resolution process, the parties in no way waive their rights to extraordinary relief including, but not limited to, temporary restraining orders or temporary injunctions, if such relief is necessary to protect or preserve a party's legal rights before a mediation may be scheduled.

Section 4. Assessment Collection and Lien Foreclosure. The provisions of these Amended Restrictions dealing with Alternate Dispute Resolution shall not apply to the collection of Assessments and/or the foreclosure of the lien by the Association as set out in the Declaration.

SIGNED MARCH 6, 2017

HIGH MEADOWS LAND & CATTLE, LLC

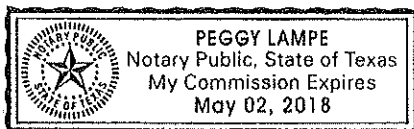
By: [Signature], MEMBER
S. J. Gaído III, Managing Member

THE STATE OF TEXAS

COUNTY OF WASHINGTON

This instrument was acknowledged before me on March 6, 2017, by S. J. Gaído III, Managing Member for High Meadows Land & Cattle, LLC


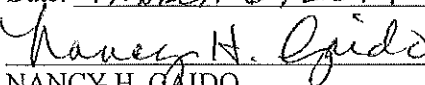
[Signature]
Notary Public, State of Texas



JOINDER BY OWNERS

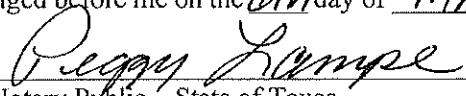
WHEREAS, the undersigned, being the owners of two Lots described below (collectively the "Gaido Lots") hereby agree to encumber and subject the Gaido Lots with these Amended Restrictions, and to submit the Gaido Lots to the jurisdiction of the Association.

GAIDO LOTS: Lot 1 and Lot 2

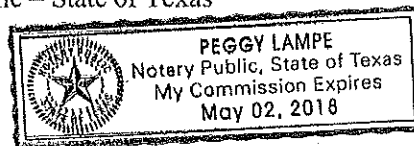

S. J. GAIDO III
Date: MARCH 6, 2017

NANCY H. GAIDO
Date: March 6, 2017

THE STATE OF TEXAS §
 §
COUNTY OF Washington §

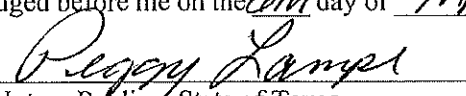
This instrument was acknowledged before me on the 6th day of March, 2017,
by S. J. GAIDO III.

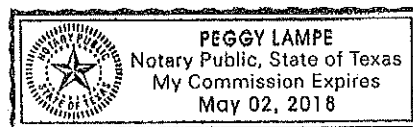

Notary Public - State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF Washington §



This instrument was acknowledged before me on the 6th day of March, 2017,
by NANCY H. GAIDO.


Notary Public - State of Texas



LIENHOLDER CONSENT AND SUBORDINATION

POST OAK BANK, N. A. a National Association, being the sole beneficiary of a mortgage lien and other liens, assignments and security interests encumbering all or a portion of the Property hereby consents to the terms and provisions of the First Amended and Restated Declaration of Covenants, Conditions and Restrictions of Indian Trail Subdivision to which this Lienholder Consent and Subordination is attached and acknowledges that the execution thereof does not constitute a default under the lien document or any other document executed in connection with or as security for the indebtedness above described, and subordinates the liens of the lien document and any other liens and/or security instruments securing said indebtedness to said Supplemental Amendment (and the covenants, conditions and restrictions in the First Amended and Restated Declaration of Covenants, Conditions and Restrictions of Indian Trail Subdivision), and acknowledges and agrees that a foreclosure of said liens and/or security interests shall not extinguish the First Amended and Restated Declaration of Covenants, Conditions and Restrictions of Indian Trail Subdivision (or the covenants, conditions and restrictions in the First Amended and Restated Declaration of Covenants, Conditions and Restrictions of Indian Trail Subdivision). No warranties of title are hereby made by lienholder, lienholder's joinder herein being solely limited to such consent and subordination.

SIGNED AND EXECUTED THIS on March 3, 2017.

POST OAK BANK, N.A.

By: Joni L. Burner
 Print Name: Joni L. Burner
 Title: Sr. Vice President

STATE OF TEXAS §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the 3 day of March 2017, by Joni L. Burner, the Sr. Vice President of POST OAK BANK, on behalf of said entity.

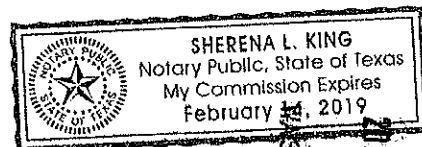
[Signature]
 Notary Public – State of Texas

STATE OF TEXAS
 COUNTY OF WASHINGTON

I hereby certify that this instrument was FILED on the date and at the time affixed hereon by me and was duly RECORDED in the volume and page of the OFFICIAL RECORDS of Washington County, Texas, as stamped hereon by me on



MAR - 8 2017
Beth A. Rothermel
 Beth Rothermel, County Clerk
 Washington County, Texas



FILED FOR RECORD
 WASHINGTON COUNTY, TEXAS
 2017 MAR - 7 PM 1:03
 BETH A. ROTHERMEL
 WASHINGTON COUNTY CLERK