

**DECLARATION OF
BROWN ROCK SPRINGS**

THIS DECLARATION (“Declaration”) is made and executed by Long Bow Development, LLC, (“Declarant”) on this 10th day of July, 2008, being the Owner of all of Brown Rock Springs Subdivision, more specifically described as Lots 1-24, Block 1, and Lots 1-8, Block 2 Brown Rock Springs Subdivision, in City of New Braunfels, Comal County, Texas according to map or plat of record in Document Number 200806026576 of the Map and Plat Records of Comal County, Texas and constitutes the complete Declaration affecting the property herein described.

WHEREAS, Declarant is now developing said Property for residential purposes; and

WHEREAS, in order to assist Declarant, its grantees and assignees, in providing the necessary means to enable them to develop, operate and maintain the Property as a residential development, Declarant hereby subjects all of the above described real property to the following covenants, restrictions, charges, assessments, rights and obligations which shall be equitable servitude and shall run with said described Lots, and subject to the limitations contained herein.

ARTICLE I
DEFINITIONS AND GENERAL PRINCIPLES

SECTION 1. Definitions.

- (a) “Association” shall mean and refer to Brown Rock Springs Owner’s Association, its successors and assigns.
- (b) “Declarant” and “Developer” shall mean and refer to Long Bow Development, LLC.
- (c) “Property” shall mean and refer to all “Common Area”.
- (d) “Lot” shall mean and refer to each of the existing or future individual platted Lots of land, or resubdivision of them, on the real property described above and shall also mean and refer to the Common Area.
- (e) “Owner” shall mean and refer to the Owner of record, whether one or more entities or persons, of a fee simple title to any Lot or portion of a Lot, including Lot sellers (but not purchasers until record title is transferred to them), but excluding those having an interest merely as security for the performance of an obligation.
- (f) “Common Area” shall mean and refer to any property which is presently used or intended to be used or in the future is annexed by the Association to be used as common area for the benefit of the Owners. As of the date of this Declaration there is no Common Area associated

with the Subdivision.

(g) The “rights of the Association” shall be, by and through its Board of Directors and any appointed Committees unless said rights are specifically reserved to the Owners. Where acts herein are designated to the “Association”, such acts shall be, by and through the Board of Directors unless said acts are specifically reserved to the Owners.

(h) “Board” shall refer to the Board of Directors of the Association.

SECTION 2. General Principles.

- (a) The Association, or any Owner, shall have the right to enforce, as provided in this Declaration, all restrictions, conditions, covenants, reservations, liens and charges now or hereinafter imposed by the provisions of this Declaration. 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.
- (b) Invalidation of any one of the covenants or restrictions in this Declaration, by judgment or court order, shall in no way affect any other provision which shall remain in full force and effect.
- (c) The restrictions, rights, use easements and privileges of the Owners in and to the Common Area as provided herein shall be deemed to be covenants running with the land of the Property and shall be of perpetual duration.
- (d) Wherever in this Declaration the Association or Board is empowered to make “rules” and/or “regulations”, notice of such rules and regulations must be given to each Owner as provided in Section 2(f) of this Article. However, the Association may declare a “rule” or “regulation” to have emergency status and then only ten (10) days notice shall be required.
- (e) Wherever this Declaration gives the Association a right to an Assessment of any nature, the Association shall have all of the rights and remedies regarding said assessment as set forth in Article IV, Section 1 and 7 regardless of the matter that created the assessment right.
- (f) Wherever this Declaration requires notice to any Owner, the Association and/or any other person or entity, such notice shall be in writing given at least ten (10) days in advance of the effective date of the subject matter of the notice unless stated otherwise in this Declaration. Notice to any Owner or mortgage holder shall be at the last known address of said Owner. It shall be the duty of the Owner to provide the Association with their current mailing address.

- (g) Wherever this Declaration provides for interest to be paid by any Owner or other person or entity, the interest rate shall be ten percent (10%) compounded annually.
- (h) Any "Use Restriction" set forth in this Declaration and/or any rules or regulations made by the Association or its appointed Committees shall apply to the Owner and to the Owner's family, guests, tenants, invitees, employees and agents.

ARTICLE II
PROPERTY RIGHTS

SECTION 1. Owner's Easements 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 following provisions:

- (a) The right of the Association, to make, publish and enforce reasonable Rules and Regulations for the use of the Common Area;
- (b) The right of the Association to suspend the voting rights and right to use the Common Area of any Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published Rules and Regulations;
- (c) The right of the Association to grant or dedicate any part of the Common Area to any public agency, authority, or utility for any service to the Property of any part thereof, any grant or dedication made by Developer prior to this Declaration or within the Development Phase;
- (d) The right of the Association to borrow money for the purpose of improving the Common Area or to enable the Association to accomplish any action required or allowed by this Declaration and in aid thereof, to mortgage the Common Area. The rights of any such Mortgagee shall be subordinate to the rights of the Owners hereunder;
- (e) The right of the Association to assess the Lots and the Owners thereof for the expenses required by the Association to accomplish any action required or allowed by this Declaration as more fully set forth in Article IV of this Declaration;
- (f) The right of the Association to enforce any "Use Restriction" set forth in Article VII or any deed restrictions or restrictions created by the plat of the Association

Property or any use restriction created by local, state or federal law by judicial process; and

- (g) The right of the Association to enter into a management contract with a commercial provider to assist the Association with its duties and responsibilities provided that any such Lot shall be terminable at will by the Association for cause and terminable without cause on not less than sixty (60) days written notice.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Members.

Every Owner of a Lot or any part of a Lot which is subject to any assessment set forth in this Declaration shall be a "Member" of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot or any part of a Lot which is subject to any assessment set forth in this Declaration.

SECTION 2. Voting Rights.

Each Member, if current on all assessments, shall be entitled to one (1) vote for each Lot owned. When more than one person or entity holds an interest in any Lot, all such persons and/or entities shall be Members and the vote of said Lot shall be exercised as they determine, but in no event shall said vote be split on any issue and in no event shall any Lot have more than one vote.

ARTICLE IV COVENANTS FOR ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments.

Each Owner of any Lot, by acceptance of a deed thereto, whether or not it be expressed in said deed, is deemed to covenant to agree to pay to the Association: (1) Annual Assessments or charges; (2) Special Assessments to be established and collected as herein provided; and (3) any other assessment provided for by this Declaration. The Annual and Special Assessments, together with interest, costs and reasonable attorney's fees shall be a charge on the Lot and shall be secured by a continuing lien on the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner(s) of such Lot at the time the assessment came due. If an Owner conveys a Lot and assessments against the Lot are unpaid, the Owner shall pay the past due assessments at the time of sale.

SECTION 2. Purpose of Assessments.

- (a) The assessments levied by the Association shall be used for the improvement, operation, administration, management, preservation and maintenance of the Common Area, the compliance with any federal, state or municipal rule, statute or ordinance affecting the common area or any part thereof, the payment of all expenses and obligations lawfully incurred by the Association in connection with the Common Area or services to the Lots or to enable the Association to accomplish any other acts required or allowed by this Declaration.
- (b) The Association shall maintain an adequate reserve fund for the repair and replacement of the Common Area and shall prepare an annual budget for the regular maintenance of the Common Area, taxes, insurance and other expenses of the Association.

SECTION 3. Basis for the Assessments.

- (a) Unless affected by some compensation plan approved by the Declarant or the Board of Directors of the Association, each Lot which has been conveyed to an Owner shall be assessed at the same rate for the Annual Assessment and/or any Special Assessments. The Assessment as of the date of this Declaration is \$150.00 per Quarter, due on the date of closing of the purchase of the Lot and on the first day of January, April, July, and October for each succeeding period. Notwithstanding the above, no assessments will be due for the period prior to December 31, 2008.

SECTION 4. Annual Assessment.

- (a) The Association shall prepare a Budget for the ensuing year no later than the 30th day of October each year. Said Budget shall include funds needed for a reserve fund and the Association may budget for contingencies. The Annual Assessment shall be based on the Budget requirements.
- (b) The Annual Assessment may be increased each year by not more than 15% (such percentage increase may be cumulative from year to year) above the previous assessment without a vote of the Members unless such increase is necessary for compliance with any Water Pollution Abatement Plan affecting the Property. The Annual Assessment may be increased in excess of 15% over the previous assessment after an affirmative vote of fifty-one (51%) of the Owners who vote on the issue which vote shall be taken at a meeting called as provided in Section 6 below.
- (c) The Board of Directors shall fix the Annual Assessment as stated above and send written notice of any change in the Annual Assessment to each Owner subject thereto at their last known address at least thirty (30) days prior to the effective

change. The Association shall, upon demand, furnish a Certificate signed by an officer or manager of the Association, setting forth whether the Assessments on a specific Lot has been paid. The Association may charge a reasonable fee for the preparation of said Certificate not to exceed \$200.00. The holder of any validly recorded purchase money mortgage indebtedness on a Lot shall be furnished with notice of any delinquency in the payment of assessments relating to said Lot unpaid for a period of sixty (60) days, providing said mortgage holder has notified the Association of its desire to be so notified and provides the Association with a current address.

SECTION 5. Special Assessments.

In addition to the Annual Assessment, the Association may levy a Special Assessment applicable only to that fiscal year. Such Special Assessment may be levied for expenses that are over and above the Annual Assessment. However, no Special Assessment for any purpose shall become effective until after an affirmative vote of fifty-one percent (51%) of the Owners who vote on the issue, which vote shall be taken at a meeting called as provided in Section 6 below.

SECTION 6. Notice and Quorum for any Action Under Section 4 and 5 Above.

- (a) Any action under Section 4 and 5 above that requires a vote of the Owners shall be taken at a meeting called for that purpose upon:
 - (1) Written notice to each Owner entitled to vote at his last known address;
and
 - (2) Notice given no less than thirty (30) but no more than sixty (60) days prior to the date set for the meeting.
- (b) Quorum for all meetings of the Association shall require thirty percent (30%) of the Owners entitled to vote, either in person or by proxy. If no quorum is present at a duly called meeting, the meeting shall be reset and an additional written notice shall be sent to each Owner entitled to vote at his last known address no less than fifteen (15) days prior to the reset meeting. If no quorum is present at the reset meeting, the meeting shall proceed with those Owners who attend the reset meeting in person or by proxy.
- (c) Any vote under Section 4 and 5 above shall require a fifty-one percent (51%) affirmative vote of those at the meeting and those Owners represented by proxy unless otherwise set forth.

SECTION 7. Effect of Non-Payment of Assessment: Remedies of the Association.

Any assessment not paid when due shall be delinquent. Any assessment not paid within fifteen

(15) days of the date shall bear a late fee of \$15.00 or such amount as may within legal limits be set by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay delinquent assessments, or foreclose the lien against said Owner's Lot. Such lien may be enforced by appropriate judicial proceedings or non-judicial proceeding pursuant to the Texas Property Code and shall additionally secure payment of any expenses incurred with its enforcement, including, but not limited to court costs, interest, late fees, and reasonable attorney's fees. Each Owner hereby grants the Association a power of sale in connection with said lien and authority to designate a Trustee in writing from time to time, to post or cause to be posted the required notice, and to conduct the foreclosure sale in connection with said lien.

Further, each Owner hereby vests in the Association, the right and power to bring all actions against the Owner personally for the collection of assessments as a debt without waiving the foreclosing of the lien securing assessments. No sale or transfer of any Lot shall release the Owner from liability for unpaid assessments.

SECTION 8. Subordination of Lien to Mortgage.

A lien securing payment of the assessments provided for herein shall be subordinate to the lien of any validly recorded purchase money mortgage indebtedness. Owners may create a second mortgage provided that the second mortgage shall always be subordinate to all the terms, conditions, covenants, restrictions, obligations, lien for common expenses and other payments created by this Declaration.

SECTION 9. Insurance.

- (a) Should the Association erect any structure, building or improvement on the Common Area that is insurable, the Association shall obtain and maintain in effect blanket property insurance to insure the property and Association against risks of loss or damage by fire and other hazards as covered under extended coverage provisions, and said insurance may include coverage against vandalism.
- (b) The Association shall obtain comprehensive public liability insurance, in such limits as it shall deem desirable, insuring the Association, its Board of Directors, agents and employees, and each Owner, from and against liability in connection with the Common Area, if any.

SECTION 10. Taxes.

Each Owner shall render for taxation his own Lot, improvements and property thereon, and shall at his own cost and expense pay all taxes, levied or assessed, against or upon his own Lot, improvements and property thereon. The Association shall render for taxation and shall pay all taxes levied or assessed against or upon the Common Area and the improvements and property

thereon.

ARTICLE V
MAINTENANCE AND REPAIRS

SECTION 1. Association's Maintenance.

(a) The Association will maintain the landscaping in the front yard of each Lot as needed and on a schedule to be determined by the Association so long as the landscaping is approved by the Association. The Association may terminate this service upon 30 days written notice to each Lot owner.

(b) Owners are required to maintain the exterior portions of their houses and all fencing in good condition with no missing or rotted boards, and with all surfaces painted. In the event an Owner fails to so maintain their Property the Association may, after written notification to the Owner, repair exterior portions of the houses and fencing. After the completion of such maintenance work or repairs, the Association shall send an invoice to the Owner. If the Invoice is not paid within 30 days of being sent to the Owner, the Association shall file a Notice of Lien in the Comal County records of real property. The Association may bring an action at law against the Owner personally obligated to pay delinquent assessments, or foreclose the lien against said Owner's Lot. Such lien may be enforced by appropriate judicial proceedings or non-judicial proceeding pursuant to the Texas Property Code and shall additionally secure payment of any expenses incurred with its enforcement, including, but not limited to court costs, interest, late fees, and reasonable attorney's fees. Each Owner hereby grants the Association a power of sale in connection with said lien and authority to designate a Trustee in writing from time to time, to post or cause to be posted the required notice, and to conduct the foreclosure sale in connection with said lien.

Further, each Owner hereby vests in the Association, the right and power to bring all actions against the Owner personally for the collection of assessments as a debt without waiving the foreclosing of the lien securing assessments. No sale or transfer of any Lot shall release the Owner from liability for unpaid repairs.

ARTICLE VI
COMMON AREA AND COMMON AREA RIGHTS

SECTION 1. Common Area.

As of the date of this Declaration there is no Common Area associated with the Subdivision.

SECTION 2. Permission to City of New Braunfels.

The City of New Braunfels is hereby granted written permission for access to all common areas and facilities at any time and is hereby granted written permission to remove any obstructions if necessary for emergency vehicle access, all without liability of any kind when on official business. The costs of removal of such obstructions may be assessed against the Owner of the obstruction in accordance with Article VI hereof.

ARTICLE VII

USE RESTRICTIONS

SECTION 1. Parties Subject to "Use Restrictions".

All Owners and their Tenants shall be subject to the following "Use Restrictions". The Association may enforce the following "Use Restrictions", but is not required to do so. Should the Association decline or fail to attempt to enforce any "Use Restriction" after notice by any Owner to the Association requesting enforcement, the requesting Owner(s) may enforce the following "Use Restrictions" in their own name.

SECTION 2. Obstruction of Common Areas and Front Yards.

There shall be no obstruction of the Common Area or the front yards of each Lot. Nothing shall be stored in the Common Area without prior written permission of the Association.

SECTION 3. Nuisances.

No noxious or offensive activity shall be carried on upon any Lot or the Common Area, nor shall anything be done thereon that may be or may become an annoyance or nuisance to the other Owners. No vehicles or trailers or boats may be parked overnight on Crazy Fox Street. No cars with flat tires or expired license plates or stickers may be stored in the driveways of the houses. Garbage cans shall not be left curbside more than 12 hours before or after pickup.

SECTION 4. Insurance.

Nothing shall be done or kept in the Common Area which will increase the rate of insurance on the Common Area. No Owner shall permit anything to be done or kept in the Common Area that could result in cancellation of insurance on the Common Area or any part thereof in violation of any law. No waste shall be committed in the Common Area.

SECTION 5. General Prohibitions and Restrictions.

5.1 Duplex Residential Construction. No building shall be constructed on any Lot other than a duplex residential dwelling with an attached single car garage for each residential unit. The term "dwelling" does not include single wide, doublewide or multi-section manufactured homes, and said manufactured homes are not permitted within this Subdivision. As used herein, the term "duplex residential dwelling" shall be construed to prohibit mobile homes or trailers being placed on said Lots, or the use of said Lots for fourplexes, condominiums, or apartment houses.

All plans and specifications for residential dwellings and other structural improvements must be approved in writing by Developer, its successors or assigns, prior to being constructed.

Any residential dwelling must have at least a total living area of at least 900 square feet per residential unit, excluding porches and garages and be constructed with new materials, except that used brick, stone, wooden beams, doors and the like may be used for antique effect if such use is appropriate for the structure and does not detract from the appearance of the structure or the Subdivision. All residential dwellings must be site built and constructed upon a monolithic full concrete slab foundation, more specifically, no concrete pier, beam or similar structure may be used as a foundation.

Each residence must have a minimum of twenty five percent (25%) masonry construction (brick, rock, or stucco) on exterior walls, and must meet the following standards:

The facing of all buildings facing a public street, including barns, garages, cottages, and out buildings must be 100% masonry. Hardie plank and similar cementitious siding products may not be counted towards the masonry requirements.

Any building, structure or improvement commenced on any Lot shall be completed as to exterior finish and appearance within six (6) months from commencement date. During construction of a residence, an Owner must provide a construction dumpster for container storage of trash and building construction debris and a portable construction toilet for construction workers. Both dumpster and construction toilet must be removed immediately upon completion of construction. The above said period may not be extended without the express written consent of the Developer, its successors or assigns.

5.2 Lot Lines / Setbacks. All building setback lines shall be as shown on the recorded Plat for Brown Rock Springs Subdivision.

5.3 Use of Temporary Structures. No structure of a temporary character, whether trailer, recreational vehicle, camper, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, either temporarily or permanently. However, the Developer reserves the exclusive right to erect, place and maintain such facilities in or upon any portion of the Subdivision as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements within

the Subdivision. This sentence shall take precedence over any conflicting provisions of these Subdivision restrictions.

5.4 Fences. All fences must be constructed with new materials. Fences are allowed from the corner of the front of the house to the rear of the Property.

5.5 Prohibition of Offensive Activities. Except as provided in Section 5.18, operation of a business on a Lot will not be permitted. This restriction is waived in regard to the customary sales activities required to sell homes in the Subdivision. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done therein which may be or become an annoyance or nuisance to the neighborhood.

5.6 Minimum Lot Area. No Lot shall be subdivided without the consent of the Developer, its successors and assigns, which consent may be granted or withheld at the sole discretion of the Developer, its successors or assigns. After the sale of all of the Lots by the Developer, the Association is the only party who can give or withhold this consent.

5.7 Water Service and Water Wells. Water is supplied to the subdivision through the City of New Braunfels. No wells are allowed.

5.8 Storage, Garbage, Refuse, and Prohibited Items. No Lot shall be used or maintained as a dumping ground for rubbish. No Lot shall be used for the open storage of any materials whatsoever, which storage is visible from the road. However, any new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, as long as the construction progresses without undue delay, until the completion of the improvements, after which time those materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. No leaves, brush, timber, debris, or trash of any nature shall be permitted to be placed, disposed of or burned within the road right of ways. Each Owner or occupant shall keep the portion of the Property owned by it in a clean, kept, neat and sanitary condition. All Owners or occupants of any portion of the Property are required to maintain their portion of the Property, whether vacant or occupied, so that each Owner's tract does not become overrun or overgrown with tall grass, heavy brush, rubbish or trash. No inoperative or unlicensed automobile shall be placed on any Lot except in an enclosed structure, which meets the requirements of these restrictions. No automobile, truck, trailer or other vehicle shall be abandoned on this property, nor shall there be any dumping or placing of unsightly objects of any kind on the property. No dump trucks, commercial trucks, any trucks with more than two axles, tractor-trailer trucks (commonly referred to as eighteen (18) wheelers) or heavy commercial or construction equipment may be parked on or near any Lot except temporarily as needed for residential construction purposes.

5.9 Unsightly Storage. No unsightly trucks or vehicles shall be stored or kept on any Lot, and no automobile or other vehicle shall be kept on any Lot for the purpose of repairs except in an enclosed garage or in facilities protected from the view of the public and other residents, and such

use shall in no way cause a nuisance to the public or other property owners.

5.10 Off Road Parking. Both prior to and after the occupancy of a dwelling on any Lot, the Owner shall provide appropriate space for off road parking for his vehicles. No Owner nor his guests or invitees may park vehicles overnight on the public right of way.

5.11 Sewage Treatment. No outside toilet will be permitted except during construction as provided in Section 3.01 above. No sanitary sewage disposal system shall be installed on any Lot until a permit is issued by the regulatory authority having jurisdiction over same.

5.12 Signs. No signs, advertisements, billboards or advertising structure of any kind may be erected or maintained on any Lot except one (1) professionally made sign, not more than 18" x 24", advertising an Owner's Lot for sale, rent or during home construction. Developer or an Owner shall have the right to remove any such sign, which is placed on any Lot in violation of these restrictions, and in doing so, shall not be liable, and are hereby expressly relieved from any liability for trespass or other action in connection therewith, or arising from such removal. The Developer shall have the right to erect any size sign for the purpose of identifying and advertising property so long as such sign is maintained in good condition and removed promptly after marketing ends.

5.13 Driveways. All driveways shall be of a hard surfaced material, finish, and composition. These materials may include, but are not necessarily limited to, stone, flagstone, concrete, exposed aggregate concrete, concrete pavers, brick, and asphalt.

5.14 Drainage. Natural established drainage patterns of streets, Lots, or roadway ditches will not be impaired by any person or persons. No natural drainage shall be altered, nor shall any drainage ditch, culvert, nor drainage structure of any kind be installed or altered, nor shall any curb nor shall other such impediment to the free flow of water be installed or altered, without prior written consent of the Association.

5.15 Hunting/Firearms. Discharging of firearms for hunting and/or target practice is expressly prohibited in the subdivision.

5.16 Prohibited Use of Lot as Roadway. No Lot or any part of a Lot shall be used as a street, access road, or public thoroughfare without the prior written consent of the Developer, its successors or assigns.

5.17 Animals. Provided that such use does not create any condition conflicting with the residential nature of the Subdivision, the following animals may be raised or kept on the property:

Household pets, such as cats, dogs and birds. Dogs must be kept in fenced in area or under leash at all times.

5.18 Home Office/Telecommuting. Use of a Lot for Home Office or Telecommuting is permissible when conducted by a person in his residence. No other business use of a Lot shall be allowed. To be considered as a home office/telecommuting activity, the following applies:

- (a) The activity shall be at the residence of the person conducting the activity and it shall be entirely contained within the personal residence.
- (b) The activity is carried on only by the person(s) who reside(s) at that residence and specifically no outside employees are involved in the business at the residence.
- (c) The activity is incidental and secondary to the use of the property for residential purposes. The amount of space used for the activity shall not exceed 20% of the residential living area square footage.
- (d) The activity does not result in an objectionable noise, nor does it increase traffic volume or require additional parking.
- (e) The activity does not include any window or outdoor displays and does not include any retail sales on the property.
- (f) The residence where the activity is located shall not be used as a point for customer visits, customer pick up or customer deliveries.
- (g) Outdoor storage of any items related to the activity is prohibited.

SECTION 7. Non-Discrimination.

No action shall at any time be taken by the Association which may in any manner discriminate against any Owner or Owners in favor of any other Owner or Owners.

SECTION 8. Common Area.

No Owner shall take any action to operate or maintain the Common Area without the prior written consent of the Association unless such action is an emergency in nature and necessary for the safety, or protection of the Owners and/or the Association.

ARTICLE VIII
EASEMENTS

An easement is granted to the Association, its officers, employees, contractors and management selected by the Association to enter in or cross over the Common Area and/or any Lot to perform the duties of the Association.

SECTION 1. Use of Easements.

Easements for underground utility service may be crossed by driveways and walkways, provided the Association makes prior arrangements with the provider thereof. Such easements for underground services shall be kept clear of all other improvements, and the Association, its officers, agents, employees, contractors and management shall not be liable to any Owner for any damage done to landscaping, trees, plants, shrubs, buildings, structures and/or improvements located on land subject to any easement.

SECTION 2. Association's Easement.

The Association hereby reserves a perpetual easement and right-of-way over and across the Common Area for the purpose of providing vehicular, pedestrian, sewer and utilities access to the Property. The Association reserves the right to make changes to any easement retained by it for the purpose of efficiently and economically installing and operating any utilities or providing vehicular and pedestrian access.

ARTICLE IX
MORTGAGES

SECTION 1. Notice to the Association.

An Owner who mortgages his Lot shall notify the Association of the name and address of any Mortgagee. The Owner shall notify the Association of any change in the Mortgagee and/or its address.

SECTION 2. Notice of Proposed Action.

The Association shall have no duty to notify a Mortgagee of any action or event.

SECTION 3. No Right of First Refusal.

The Association shall not have any right of first refusal on any Lot.

SECTION 4. Rights of Mortgagees, Trustees or Lienholders.

No violations of any of these restrictions, covenants or conditions, shall affect or impair the rights of any mortgagee, trustee or lienholder under any mortgage or deed of trust, or the rights of any assignees of any mortgagee, trustee or lienholder under any such mortgage or deed of trust.

ARTICLE X
AMENDMENTS

SECTION 1. Amendments by the Association.

The Association shall have the right at any time to amend this Declaration by an instrument, duly signed acknowledged and filed for record, for the purpose of correcting any typographical error, ambiguity or inconsistency appearing in this Declaration, provided that such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration, and shall not impair the vested property rights of any Owner or his Mortgagee.

SECTION 2. Amendments by the Owners.

Except as provided in Section 1 above, the consent of Owners having at least sixty-seven percent (67%) of the votes entitled to cast in the Association, shall be required for any amendment.

- (a) Voting;
- (b) Assessments;
- (c) Rights to use or interest in the Common Areas;
- (d) Responsibility for the repairs and maintenance of the Common Property and/or Lots;
- (e) Boundaries of any Lot; and/or
- (f) Imposition of any right of first refusal in favor of the Association or other restriction on the right of an Owner to sell, transfer, or otherwise convey his Lot.

If the Association sends Notice of any proposed amendment listed in this Article XI, Section 2, to any purchase money mortgage holder at the last address given to the Association by the Owner or mortgage holder, and said purchase money holder fails to deliver or post a negative response with thirty (30) days of the date said Notice was mailed, approval shall be deemed to have been given.

SECTION 3. Amendment by the Declarant

Notwithstanding the foregoing, Declarant for so long as Declarant is the owner of any of the Lots in the subdivision, Declarant shall have the right to file an amendment to this Declaration, without the necessity of joinder by any other Owner of Lots, or any interest therein, for the limited purposes of correcting a clerical error, clarifying an ambiguity, or removing any contradiction in the terms hereof.

ARTICLE XI
CONDEMNATION

SECTION 1. Association's Rights.

If any or all of the Common Area shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Association shall have the right to act with respect to any negotiations and/or litigation affecting the Common Area. Any proceeds received will be added to the funds of the Association and the Association shall decide whether or not to replace or restore the Common Area so taken, as far as possible subject to Article X, Section 6 above.

SECTION 2. Notice.

The Association shall give notice of the existence of such proceedings to all Owners and their Mortgagee (where required by this Declaration).

ARTICLE XII
ANNEXATION AND/OR MERGER

Nothing contained herein shall prohibit the Association from merging with another Association or annexing additional areas by Amendment pursuant to Article XI, subject to the approval of sixty-seven percent (67%) of the Owners entitled to vote and the approval of fifty-one percent (51%) of the duly recorded purchase money mortgage holders.

Long Bow Development, LLC

by _____
Fredrick L. Hobbs, Manager

ACKNOWLEDGMENT

Acknowledged before me this _____ day of July, 2008 by Fredrick L. Hobbs, Manager of Long Bow Development, LLC, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Public