ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS
Heidi Easley
4/11/2023 7:59 AM FEE: $105.00
Heidi Easley, County Clerk
Victoria County, Texas
RST 202303203 Pages: 22

23-731462-VC

DECLARATION. RESTRICTIONS, RESERVATIONS AND ARCHITECTURAL CONTROL FOR ORIGINAL TOWNSITE RESUBDIVISION NO. 93 (DIAMOND HILL)

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF VICTORIA §

THAT LANDMARK RESIDENTIAL CONSTRUCTION, LTD., acting herein by and through its duly authorized officers, hereinafter called "Grantor", being the owner of that tract of land described on the plat referred to below, said property being located in Victoria County, Texas, which has heretofore been platted into that certain subdivision known as ORIGINAL TOWNSITE RESUBDIVISION NO. 93 (DIAMOND HILL), hereinafter called "the Subdivision", according to the plat of the Subdivision recorded in Volume 10, Page 006-A, of the Map and Plat Records of Victoria County, Texas, reference to said plat and the record thereof being here made for all purposes; desiring to create and carry out a uniform plan for the improvement, development, sale and use of all of the lots in the Subdivision for the benefit of the present and future owners of the lots, DOES HEREBY RATIFY AND CONFIRM THE PLAT OF THE SUBDIVISION AND ADOPT AND ESTABLISH THE FOLLOWING RESERVATIONS, RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND STIPULATIONS APPLICABLE TO AND GOVERNING THE USE, OCCUPANCY AND CONVEYANCE OF THE SUBDIVISION AND LOTS THEREIN:

I. RESERVATIONS

A. Title to all drives and alley easements is hereby expressly reserved and retained by Grantor, subject only to the grants and dedications hereinafter expressly made.

B. Grantor reserves the utility easements and rights of way shown on the recorded plat of the Subdivision for the construction, addition, maintenance and operation of all utility systems now or hereafter deemed necessary by Grantor for all public utility purposes, including systems of electric light and power supply, telephone service, cable television, gas supply, water supply, drainage, and sewer services. Such systems shall also include systems for utilization of services resulting from advances in science and technology.

C. Grantor reserves the right to impose further restrictions and dedicate additional easements and roadway rights of way with respect to such lots which have not been sold by grantor, by instrument recorded in the office of the County Clerk of Victoria County or by express provisions in conveyances.

D. Subject to the foregoing, Grantor hereby DEDICATES TO THE USE OF THE PUBLIC all drives, and other easements shown on the recorded plat of the Subdivision; provided, however, that the use thereof by any utility company is limited to public utility companies having the right of eminent domain and having agreements in writing with Grantor for the proper provision of utility services. Excluded from this dedication to the public is the private access easement and garage easement.

E. Grantor reserves the right to make minor changes in and additions to all easements for the purpose of most efficiently and economically installing utility systems.

F. Neither Grantor nor any utility company using the utility easements shall be liable for any damages done by them or their assigns, their agents, employees or servants, to landscaping,

fencing, outbuildings or other property of the owner situated on the land covered by said easements.

G. It is expressly agreed and understood that the title conveyed by Grantor to any lot or parcel of land in the Subdivision by contract, deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, storm sewer, electric light, electric power, or telephone lines, poles or conduits or any utility or appurtenances thereto constructed by or under Grantor or its agents or Public utility companies through, along or upon said easements or any part thereof to serve said property or any other portions of the Subdivision. The right to maintain, repair, sell or lease such lines, utilities and appurtenances to any municipality, or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved to grantor.

H. It is further expressly agreed and understood that telephone and cable system is installed in the Subdivision, at front of each lot.

I. An electric distribution system will be installed in the subdivision which underground and overhead service shall also embrace all lots in the Subdivision. The owner of each lot in the Subdivision shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the appropriate Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering on the customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each tract. The electric company furnishing service shall make the necessary connections at said point of attachment or at the meter. In addition the owner of each lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such owner's lot. For so long as underground service is maintained, the electric service to each lot in the Underground Residential Subdivision, shall be uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

J. It is further expressly agreed and understood that Grantor, its successors and assigns may use any of the lots in the Subdivision for a sales office, model home(s), signage relating to sales, and parking relating to such sales office and model homes. Any portion of the Subdivision, including streets, drives, and other roadways, as well as esplanades, may be used for sales offices, sales purposes, guardhouses and for other purposes deemed proper by Grantor.

II. ARCHITECTURAL CONTROL

Grantor, as well as its agents, employees, architects, designers, engineers, consultants, or the Committee, shall not be liable to any owner or any other party for any loss, claim or demand asserted on account of their administration of these Restrictions and the performance of their duties hereunder, or any failure or defect in such administration
and performance. The provisions of this document can be altered or amended only as provided herein and no person is authorized to

grant exceptions or make representations contrary to those contained herein. No approval of plans and specifications and no publication of architectural standards guidelines shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence will be built in a good and workmanlike manner. The acceptance of a deed to a residential lot in the Subdivision shall be deemed a covenant and agreement on the part of the grantee and the grantee's heirs, successors and assigns, that Grantor, as well as its agents, employees and architects shall have no liability under this document except for willful misdeeds.

A. 1. Creation of Committee. There is hereby created an Architectural Control Committee which shall be composed of Grantor and/or his representatives. Each member shall serve until a successor is named by Grantor. A majority of the Committee may designate a representative to act for it. No member of the Committee, or his designated representative, shall be entitled to any compensation for services performed.

2. Change of membership and Amendment of Authority. The record owners of a majority of the lots in the Subdivision shall have the power, at any time with Grantor's consent, or after five (5) years from this date without Grantor's consent, through a duly recorded written instrument, to change the membership of the Committee, to withdraw powers and duties from the Committee, or to restore the powers and duties of the Committee. Grantor may resign from the Committee at such time as it desires. Such action shall be effective upon recordation of a written instrument properly reflecting same.

B. No building, structure, fence, landscaping, hardscaping or improvements of any nature shall be erected, placed or altered on any lot subject to these restrictions until two (2) sets of the construction plans and specifications and a plan showing the location of such building, structure, fence, landscaping, hardscaping or improvements has been approved by the committee as to quality of workmanship, type and quality of materials, plants, exterior color schemes, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. In addition, no change in the originally approved plans shall be made without the prior written approval of the Committee.

NOTICE: THIS PROVISION ALSO APPLIES TO ALL FUTURE IMPROVEMENTS, ALTERATIONS AND MAINTENANCE OF PROPERTIES IN THIS SUBDIVISION, INCLUDING BUT NOT LIMITED TO FENCING, WALLS, OR SCREENING, LANDSCAPING, STRUCTURAL ADDITIONS OR ALTERATIONS, POOLS, SPAS, CHANGE OF COLORS, TEXTURES, OR MATERIALS, DECKS, PATIOS, LIGHTING SYSTEMS, DRIVEWAYS, PARKING AND WALKWAYS, MAILBOXES, OUT BUILDINGS, DOG HOUSES OR PENS, OR ANY OTHER ITEM THAT CHANGES THE PHYSICAL APPEARANCE OF THE PROPERTY FROM THE DATE PLANS FOR THE ORIGINAL CONSTRUCTION WERE APPROVED.

C. The committee shall approve or disapprove plans, specifications and details within twenty-one (21) days after receipt thereof. One set of such plans and specifications and details with the dated approval or disapproval endorsed thereon shall be returned to the persons submitting them and the other copy thereof shall be retained by the Committee for its permanent files. The Committee shall advise the applicant of the reason for the disapproval and suggest acceptable changes. In the event the Committee fails to approve or disapprove any plans which have been

submitted to it within twenty-one (21) days from receipt thereof, approval shall not be required and full compliance with the related covenants shall be deemed to have occurred. Approval shall not be effective for construction commenced more than six (6) months after approval.

D. The Committee shall have the right to disapprove any plans, specifications or details submitted to it if (1) the same are not in accordance with all of the provisions of this document; (2) the design or color scheme of the proposed improvements is not in harmony with the general surroundings of the real property or with the existing adjacent improvements and natural environment; (3) the plans and specifications submitted are incomplete; (4) the committee deems the plans, specifications, or details or any part thereof to be contrary to the interest, welfare or rights of owners of the lots covered hereby. The decisions of the Committee shall be final.

E. Neither the Committee, Grantor, nor any architect or agent thereof shall be responsible in any way for any defects of any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

F. The Committee shall have the right and authority to waive, modify, alter, change or approve any covenant, term, condition or restriction where, in the opinion of the Committee, such change is necessary or required for the advantage and best appearance of the subdivision, in the following particulars, to-wit:

1. Change all restrictions in conflict where one lot and all or a portion of other contiguous lots are being used together for purpose of building a residence.

2. Change these restrictions in the case of lots which are unusual in size, or which are of any unusual or irregular shape, where such change is deemed best for the advantage or best appearance or the immediate community.

G. The committee shall have the authority to make final decisions in interpreting the general intent, effect and purpose of this document.

H. The Committee shall from time to time promulgate and publish Architectural Standards and Guidelines. A copy of the Guidelines in effect at the time will be furnished to Owners and builders on request. Such Guidelines supplement these Restrictions and are hereby incorporated herein by reference. The Guidelines may make other and further provisions as to the approval and disapproval of plans and specifications, prohibited materials and other matters relating to the appearance, design and quality of improvements.

III. HOMEOWNERS ASSOCIATION

1. The property shown as rear private access on the plat is designated as a Common Area. Certain other areas or improvements which the Grantor or the Homeowners Association in the future may desire to improve or construct with the consent of any lot owner whose property is affected, shall be referred to in this document as "common areas and improvements". These common areas and improvements may be totally or only partially located on any particular lot.

2. Grantor agrees that until all eight lots have been sold, Grantor will maintain these common areas and improvements. The owners of all lots shall be required to join the homeowners association. The homeowners association will assume full control of these common areas and improvements, along with the obligation to maintain them, once Grantor has sold all lots.

3. The homeowners association shall be governed by and decisions shall be made by a majority of the lot owners, unless the by-laws or other rules adopted by the association require a greater or lesser vote. Each lot owner shall have one vote. If the association desires, it may incorporate, elect a committee, a board, or officers to serve and manage its affairs, and may approve rules or by-laws to govern its operations. The association shall have the authority to assess each lot owner a sufficient amount of money to carry out its purposes, which assessments shall be a lien upon each owner's lot to enforce payment thereof.

4. The association may also be empowered to expend funds for patrol and security services, maintenance and additional improvements, insect control, security lighting, enforcement of these restrictions, by action at law or in equity, or otherwise, paying court costs as well as reasonable and necessary legal fees out of the assessments collected, and for all other purposes which, in the discretion of the Association, are desirable in maintaining the character and value of the Subdivision.

5. The lien to secure assessments shall be and remain at all times junior and inferior to any lien to secure repayment of loans to cover purchase price of a lot and its improvements, or the cost of improvements to be placed thereon, or any home equity loan or any other valid liens executed and recorded in accordance with the laws of the State of Texas.

IV. RESTRICTIONS

A. Residential Purpose

1. This Subdivision shall be used for private single family residences only. Only a Single Family is permitted to reside in a residence. A Single Family means either: (1) a group of individuals related by blood, adoption, or marriage, or (ii) a number of unrelated roommates that don't exceed the number of bedrooms in the residence.

2. Only one residence shall be constructed on each lot. This Provision shall not, however, prohibit the construction of a residence on a portion of two or more lots as shown by the plat of the Subdivision, provided such portion constitutes a home site as defined in the next paragraph.

3. Parts of two or more adjoining lots facing the same street in the same block may be designated as one home site, provided the lot size is approved by the Committee.

4. The term "residential purpose" as used herein shall be held to exclude hospitals, duplex houses and apartment houses and to exclude commercial and professional uses to which the general public is invited; and to exclude any development operations or drilling for oil, gas or other minerals or any quarrying or mining, or placing or maintaining on the premises of any tanks, wells, shafts, mineral excavations, derricks or structures of any kind incident to any such oil, gas or other mineral operation. Any usage of the Subdivision, not otherwise herein authorized, is hereby expressly prohibited.

5. No building materials or temporary building of any kind or character, including, but not limited to, tents, shacks, garage or barns, shall be placed or stored upon the property until the owner is ready to commence improvements and then such materials or temporary building shall be placed within the property lines of the lot or parcel of land on which the improvements are to be erected and shall not be placed in the streets or between the curb and property line. Any such temporary building or structure of any kind shall not be used for anything other than construction purposes. Any such buildings shall be maintained in a neat, attractive and clean condition.

6. Any storage buildings or other structures built or placed on any lot after approval of initial plans must be approved by the Committee and built to a standard then currently approved by City of Victoria Building Inspection Department as of the date of installation. The siding, shingles, paint and other materials utilized in all storage buildings must be of a type and be of a color that matches or blends with the main residence and the surrounding homes.

7. No building, structure, amenity or landscaping upon any lot may be permitted to fall into disrepair. Buildings must at all times be kept in a condition of at least the level of the other properties in the Subdivision, adequately painted or otherwise maintained.

B. Building Sizes and Construction

1. The living area of the main house exclusive of porches and garages shall not be less than 1,200 square feet, and the maximum width of the footprint of the residence is 30.5 feet. No residence may exceed two stories in height.

Residences under the established living area size will be considered by the Committee if the total building area including porches, garages and the exterior architecture, including but not limited to roof mass and height and exterior detailing, give the residence the appearance of being much larger.

2. No garage may be greater in height or number of stories than the residence for which it is built. Garages of sufficient size to accommodate no less than two cars must be provided. Carports and porte-cocheres, subject to approval by the Architectural Standards Committee, may be used instead of garages provided that they meet all requirements of setback, facing and size applicable to garages.

3. That portion of the exterior walls of the principal residence building, including attached or detached garages and other improvements or buildings, that face the street shall be composed of rock, brick, stucco, stone, or cement board (Hardi-Masonry), and maintain a proper historical look.

Under no circumstances shall concrete or hollow tile blocks be utilized for the outer portion of the walls of the residence or garage, nor shall any asbestos siding or metal siding be used. All roofs shall be metal, fiberglass, or heavy composition, with a minimum weight of two hundred fifteen (215) pounds per one hundred (100) foot square and a projected lifespan of at least 20 years.

C. Building Locations

1. No building shall be erected on any lot nearer to the property lines than the building lines shown on the recorded plat. No building, even of a temporary nature, may be placed in a utility or electrical easement. Certain lots within the Subdivision have differing building lines for "Residence" and "Garage". The terms "Residence" and "Garage" shall have their ordinary and common meanings.

2. Steps, terraces, decks, patios and plantings outside of building lines will be permitted, if approved by the Committee as to the design, height, function, or view obstruction from adjoining properties.

D. Facing of Residences

1. Houses or residences on corner lots shall face the street where the address indicates the front of the lot is.

E. Fences, Walls and Hedges

1. No privacy fence or wall shall be placed on any lot in the Subdivision nearer to the front of said lot than the back of the front porch of the home constructed thereon. Where there is a subdivision home on both sides of the privacy fence, the home with the back of the front porch that is farthest from the front street will determine the location of the privacy fence. Privacy fences shall be six feet (6') in height from the ground unless it is an integral part of the house or building structures and where it adds architectural significance to the design of the residence as determined by the Committee. With regard to corner lots, no fence shall be constructed nearer the side street property line than the building line shown on the recorded plat of the Subdivision. All privacy fences must be constructed of cedar planks (and remain unpainted and unstained). The plank boards must face outward to the street, covering all posts and braces.

2. Front yard fencing is allowed to be installed forward of the privacy fence described above and may extend to the rear of the city sidewalk. The front yard fencing material shall be powder coated aluminum/steel/iron with square or decorative vertical dividers that are correctly sized to keep pets and children in the front yard and keep public/pets from entering front yard. A matching entrance gate must be at the sidewalk that leads to the front porch. Height of the fence shall be between 42" and 60". The overall design, placement, height, and color of the fence must be approved by the architecture committee prior to installation. Preferred colors include bronze and shades of black to accentuate the historical architecture of this community. The intention of Grantor is to allow more use of the front porch and front yard, allowing owners to view the city street and interact with neighbors utilizing the city sidewalk. The design/height of fence is intended to allow Property owner to view the city street/sidewalk and for the public to view back to the Property owner's front porch and yard. Landscaping in front yard shall not obstruct such view from either direction and will be properly maintained, pruned and in healthy condition. Since side front yard fences will be shared by neighbors, it is encouraged to use same/very similar fence materials, color, height to create a uniform line of fences for the homes facing the street. The front fence may stop before reaching the city sidewalk to allow planting of ornamental small shrubs or seasonal flowers to add character to street scape.

3. Should a hedge, shrub, tree, flower or other planting be so placed, or afterwards grown, so as to encroach upon adjoining

property, such encroachment shall be removed upon request of the owner of the adjoining property or the Committee. Should any encroachment be upon a right of way or easement, it shall be removed promptly upon request of the Grantor or the Committee and removal shall be solely at the expense of the owner. Should a hedge, shrub, tree, flower or other planting be so placed, or afterwards grown, so as to encroach upon adjoining property, such encroachment shall be removed upon request of the owner of the adjoining property or the Committee. Should any encroachment be upon a right of way or easement, it shall be removed promptly upon request of the Grantor or the Committee and removal shall be solely at the expense of the owner.

F. Driveways

1. All driveways shall be concrete, and approved by the Committee, and shall be constructed with a minimum width of eighteen feet (18') for rear entry.

G. Walks

1. Walks from the street curb to the residence shall have width of three feet (3').

H. Miscellaneous

1. No trash, garbage, ashes, refuse or other waste shall be thrown or dumped on any vacant lot in the addition and no trash racks may be permanently built or left in front of the lot. All waste containers must be screened from view from the street and from the private access alley.

2. Grass and weeds shall be kept mowed to prevent unsightly appearances. Dead, diseased, or damaged trees which might create a hazard to property or persons on any lot or adjacent lot, shall be promptly removed or repaired and if not removed by owners, then the Grantor or owners of adjoining lots may, but shall not be required to, remove such trees at owner's expense and shall not be liable for damage done in such removal.

3. No activity may be carried on or allowed to exist upon any lot which may be noxious, detrimental, or offensive to any other lot or to the occupants of any lot.

4. No animals, livestock or poultry of any kind, shall be raised, bred, kept, staked or pastured on any lot, except that not more than a total of three (3) household pets, such as dogs or cats, may be kept, provided they are not kept, bred, or maintained for any commercial purposes. Animals that are not customarily kept as pets, as determined by Grantor and the Committee, including but not limited to lizards, snakes, weasels, ferrets, and pigs are not permitted.

5. No owner shall permit any thing or condition to exist upon his lot which shall induce, breed, or harbor infectious plant diseases or noxious insects. Each owner shall keep all shrubs, trees, hedges, grass and landscaping of every kind on his lot, including any setback areas, areas between lot lines and adjacent sidewalks and/or street curb, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. No trees, hedges, shrubs, or other landscaping shall be planted or permitted to remain on any lot unless the foliage line is maintained at a proper height to prevent obstruction of safe cross visibility of traffic approaching an intersection or driveway. Easements for installation and maintenance of utilities and

drainage facilities are reserved as shown on the recorded plat. The easement areas on each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public utility company or authority is responsible.

6. Each owner of a lot agrees for himself, his heirs, or successors in interest, that he will not in any way interfere with the established drainage pattern over his lot from adjoining or other lots in the Subdivision; and he will make adequate provisions for proper drainage in the event it becomes necessary to change the established drainage over his lot. For the purpose hereof, "established drainage" is defined as the drainage which occurred at the time that the overall grading of the Subdivision and the final grading at the completion of each home built, including landscaping of any lots in the Subdivision, was completed by Grantor.

7. Each owner of a lot in the Subdivision agrees for himself, his heirs, assigns, or successors in interest that he will permit free access by owners of adjacent or adjoining lots, when such access is essential for the maintenance of drainage facilities.

8. No signs whatsoever, visible from adjoining lots, or streets, shall be permitted on any lots except as follows: (1) such signs as may be required by legal proceedings; (2) residential identification signs including name and/or number plate not exceeding two hundred (200) square inches in area; (3) during the time of construction or prior to the time of the sale of any residence or other improvement two (2) job identification signs or one (1) "for sale" sign by the developers, builder or owner, having a maximum face area of six (6) square feet; (4) temporary political signs of the same maximum size of six (6) square feet during periods of campaigns and elections (all such shall be removed immediately after the election).

9. Flashing, lighted or moving signs shall not be permitted.

10. No sign of any description, or supports or braces for signs, shall be nailed or spiked to any tree, fence or structure. All signs must be on their own supporting standards.

11. Advertising banners, pennants and wind powered devices will not be permitted.

12. All signs, including proposed location, sizes and colors shall be reviewed by the Committee and must receive prior written approval from the Committee before installation.

13. The Committee may issue variances as to the sign restrictions contained herein, on such conditions and for such time periods as it may deem necessary.

14. In no event shall any sign on any lot be visible except as may be required by legal proceedings.

15. All permissible signs should be six (6) square feet or less in area.

16. No outside clothes lines or other outside clothes drying or airing facilities shall be maintained except in an enclosed service area, not visible to the public.

17. No flagpole shall be permanently erected on any property unless approval has been obtained in writing from the Committee, and shall be for the purpose of displaying the American and Texas Flag only, according to applicable laws.

18. No tent, mobile home, recreational vehicle, motor home, travel trailer, racing vehicle, trailer of any kind, camper, boat, watercraft, or similar mobile item shall be kept, placed, maintained, constructed, reconstructed, or repaired, nor shall any motor vehicle be constructed, reconstructed or repaired, other than in a garage or otherwise out of sight from the street. No vehicles in excess of 1 ton carrying capacity will be allowed to be parked in the neighborhood, except in a garage or driveway. The doors of garages housing the above described items shall be closed at all times except for actual entry or exit. The provisions of this paragraph shall not, however, apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during and used exclusively in connection with construction, reconstruction or repair of any work or improvements.

19. No junk of any kind or character, or any accessories, parts or objects used with cars, boats, buses, trucks, trailers, housetrailers, or the like, shall be kept on any lot other than in the garage, or other structures approved by the Committee.

20. No privy, cesspool or septic tank, or disposal plant shall be erected or maintained on any part of this property without consent of the Committee.

21. No excavation, except such as is necessary for the construction of improvements, shall be permitted, nor shall any well or hole of any kind be dug on this property without the written consent of the Committee.

22. The placement of mailboxes and size shall conform to the governing regulations of the United States Postal Department.

23. No antenna for transmission or reception of television signals, radio signals, or any other form of electromagnetic radiation, with the exception of satellite receivers, shall be erected, used, or maintained outdoors, whether attached to a building or structure or otherwise, other than a master or community antenna approved by Grantor. In no event shall such antenna or receiver be placed on the roof of any structure permitted on the property. No radio or television signals nor any other form of electromagnetic radiation shall be permitted to originate from any lot which may unreasonably interfere with the reception of television or radio signals upon any other lot. Satellite discs shall be allowed if of an acceptable size and effectively screened from public view, as determined by the Committee.

24. No lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television and radio signals, shall be constructed, placed, or maintained anywhere in or upon any lot other than within buildings or structures unless the same shall be contained in conduits or cables constructed, placed and maintained underground or concealed in or under buildings or other structures. Nothing herein contained, however, shall prevent erection and use of temporary power or telephone services incident to the construction of buildings or other improvements. Furthermore, nothing herein contained shall restrict the overhead

distribution of three phase primary power supply to the subdivision by the utility company.

25. Each owner of a lot agrees for himself, his heirs, assigns or successors in interest that he will permit free and reasonable access by the owner of adjacent or adjoining lots containing a divisional wall, fence or hedge, when such access is essential for the construction, reconstruction, refinishing, repair, maintenance, or alteration of said divisional wall, fence or hedge. The access shall be limited to an area five feet (5') in width along or parallel to the property line. Access shall only be at reasonable times and shall be permitted only after written notice has been given to the lot owner stating the purpose of the access. In no event shall such access be deemed to permit entry into the interior portions of any dwelling. Any damage caused by such access will be repaired at the expense of the owner causing such damage.

26. Any building or other improvement on the land that is destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time and the land restored to an orderly and attractive condition.

27. No part or parts of the land in this subdivision shall be used in any manner which would increase the hazard of fire on any other part or parts of the land or any property adjoining the land.

28. Excessive yard decorations or ornamentations are not permitted if visible to adjacent properties or streets. The judgment of the Committee will be final with respect to this matter.

29. Holiday decorations in the yards must be removed within 14 days after the end of that holiday.

30. All windows visible from the street must be covered by blinds or curtains within 60 days of title acquisition. Blinds and curtains may be opened at homeowner's choice.

31. Except as provided in the next sentence, garbage cans cannot be left out overnight and must be stored where not visible from the street or neighbor's views. No cans may be put out for trash pickup earlier than the night before regular scheduled pickup.

32. Except at such times when an owner has temporary visitors, owner and all occupants of a residence must not park their vehicles on the street in front of properties other than their own. Automobiles that are not operational must be stored only within an enclosed garage.

33. All yards that contain a pool or spa must be enclosed with a 6 feet high privacy fence that complies with the other fencing requirements set forth above.

34. Under no circumstance will any metal constructed storage type buildings be permitted. All storage buildings, patio covers, trellises or the like, added after a residence is completed, must have prior approval of the Committee, and meet City construction standards.

35. The invalidity, violation, abandonment, variance approval, or waiver of any one or more of or any part of the reservations, restrictions, or other provisions hereof, either as

to all or any part of the Subdivision, shall not affect or impair such reservations, restrictions or other provisions hereof as to the remaining parts of the Subdivision and shall not affect or impair the remaining reservations, restrictions or other provisions hereof as to all the lands with the Subdivision.

36. Should any Owner desire a variance from these restrictions concerning minimum floor area, setbacks, garage or driveway location or other similar matter, application for variance shall be made to the Committee. The decision of the Committee shall be final and cannot be contested by the applying Owner or any Owner objecting to such variance if variance is granted.

J. Duration and Amendment

1. These restrictions shall remain in full force and effect until build out of the Subdivision is complete, and so long thereafter until terminated or amended by an instrument signed by not less than 51% percent of the Lot Owners. No amendment or termination shall be effective until recorded in the Official Records of Victoria County, Texas, nor until any required approval of any governmental regulatory body shall have been obtained.

K. Enforcement

1. The restrictions, conditions and use limitations herein set forth shall be binding upon Grantor, its successors and assigns, and all parties claiming by, through, or under them and all subsequent owners of each lot, each of whom shall be obligated and bound to observe such restrictions, conditions, and use limitations, provided, however, that no such persons shall be liable except in respect to breaches committed during his or their ownership of said lot. The violation of any such restriction, condition, or use limitation, shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against said lot or any part thereof, but such liens may be enforced against any and all property covered thereby, subject, nevertheless, to the restrictions, conditions and use limitations herein mentioned. Grantor, or the owners of any lot in this addition, or their successors and assigns, shall have the right to enforce observation or performance of the provisions of this instrument. If any person or persons violate or attempt to violate any of the restrictions, conditions or use limitations contained herein, it shall be lawful for any person or persons owning any lot in the Subdivision to prosecute proceedings at law or in equity against the person violating or attempting to violate the same, either to prevent him or them from so doing, or to obtain such other relief for such violations as may be legally available.

V. Specifics

1. Display of Flags. Notwithstanding any provision in this Declaration to the contrary, (including, without limitation, Article IV, Section H.17) each owner (an "Owner") of a lot (a "Lot") located within the Subdivision shall be permitted to display the flag of the United States, the State of Texas or an official or replica flag of any branch of the United States armed forces, subject to the following conditions:

A) No flag may be installed by an Owner in any Common Area and Owner installed flags must be entirely located on the Owner's Lot;

B) Flagpoles shall be constructed of durable materials and with a finish that is harmonious with the dwelling on the Lot, subject to the discretion of the Architectural Control Committee;

C) No flag or flagpole may be installed within an easement, building setback line or other area where buildings, structures, fences, landscaping, hardscaping or other improvements of any nature (collectively, "Improvements") are prohibited as provided in the Declaration, applicable ordinances, any plat or separate instrument;

D) The flag and flagpole must be kept in good condition and repair at all times, subject to the discretion of the Board;

E) The U. S. Flag must be displayed in accordance with the requirements of 4 U.S.C. Sections 5-10;

F) The State of Texas Flag must be displayed in accordance with the requirements of Chapter 3100, Texas Government Code;

G) Only two (2) flags or flagpoles, only one (1) of which may be freestanding, shall be permitted per Lot;

H) Freestanding flagpoles may not exceed twenty (20) feet in height and flagpoles attached to a residence may not exceed five (5) feet in height. A flagpole associated with a model home or sales office used by the Grantor or a homebuilder may be taller than twenty (20) feet in height but only during such time as the model home or sales office is in use for such purpose;

I) Any halyard or securing device must be installed to eliminate noise from flapping against the flagpole;

J) The Architectural Control Committee may adopt additional standards governing the size of the flag or the location and intensity of lights illuminating the flag;

K) Prior to installation of a flag or flagpole, the Owner shall submit an application to the Architectural Control Committee to ensure compliance with the standards set forth in this Section and the application shall be processed according to the procedures and conditions set forth in Article II of the Declaration, or such additional procedures and conditions as the Architectural Control Committee may adopt..

2. Rainwater Harvesting Systems. Notwithstanding any provision in this Declaration to the contrary, each Owner shall be permitted to install rain barrels or rainwater harvesting systems on their Lot in connection with the Improvements on the Lot and for purposes of domestic water use and subject to the following conditions:

A) such device must be consistent with the color scheme of the residence constructed on the Lot;

B) the device does not include any language or other graphic depiction that is not typically present on such device;

C) the device is not located between the front of the residence on the Lot and any adjacent or adjoining street or thoroughfare;

D) there is sufficient area on the Lot to install the device;

E) if the device is to be installed on or within the side yard of a Lot or would be visible from a street, Common Area or another Owner's property, the Architectural Control Committee may regulate the size, type, shielding of, and materials used in the construction of the device;

F) installation of the device must be commenced within thirty (30) days after approval by the Architectural Control Committee and diligently completed thereafter; and

G) prior to installation of such a device, the Owner shall submit an application to the Architectural Control Committee to ensure compliance with the standards set forth in this Section and the application shall be processed according to the procedures and conditions set forth in Article II of the Declaration, or such additional procedures and conditions as the Architectural Control Committee may adopt..

3. Solar Devices. Notwithstanding any provision in this Declaration to the contrary, each Owner shall be permitted to install Solar Energy Devices on their Lot in connection with the Improvements on the Lot subject to the following conditions:

A) "Solar Energy Device" shall be defined as a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power;

B) the Solar Energy Device does not represent a threat to public health or safety;

C) the Solar Energy Device does not violate any applicable law;

D) no portion of the Solar Energy Device is located on any Common Area;

E) the Solar Energy Device must only be located on the roof of the residence located on the Owner's Lot, entirely within a fenced area of the Owner's Lot, or entirely within a fenced patio located on the Owner's Lot. If the Solar Energy Device will be located on the roof of the residence, the Architectural Control Committee may designate the location for placement unless the location proposed by the Owner increases the estimated annual energy production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the Solar Energy Device if installed in the location designated by the Architectural Committee. If the device is to be installed within a fenced area or patio, then no portion of the Solar Energy Device may be installed above the fence line. If the Solar Energy Device is mounted on the roof of the residence located on the Owner's Lot, the (i) the Solar Energy Device may not extend higher than or beyond the roofline; (ii) the Solar Energy Device must conform to the slope of the roof and the top edge of the Solar Energy Device must be parallel to the roofline; and (iii) the frame, support brackets, or visible piping or wiring associated with the Solar Energy Device must be silver, bronze or black;

F) the Solar Energy Device, as installed, will not void any manufacturer's warranty;

G) prior to installation of such a device, the Owner shall submit an application to the Architectural Control Committee to ensure compliance with the standards set forth in this Section and the application shall be processed according to the procedures and conditions set forth in Article II of the Declaration, or such additional procedures and conditions as the Architectural Control Committee may adopt.. In any event, the Architectural Committee may withhold approval of a Solar Energy Device, even if it meets the standards set forth in this Section, if the Architectural Committee determines in writing that the placement of the Solar Energy Device, as proposed by the Owner, constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to person of ordinary sensibilities. The written approval of the Solar Energy Device by each of the Owners adjoining Lots shall constitute prima facie evidence that such a condition does not exist; and

H) during the period when Grantor owns any portion of the Property or the "Additional Land" (as such term is defined in the Bylaws of the Association), no Solar Energy Device may be installed by an Owner unless approved by Grantor, which approval may be withheld in Grantor's sole discretion.

4. Energy Efficient Roofing. "Energy Efficient Roofing" shall be defined as shingles that are designed primarily to: a) be wind and hail resistant; b) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or c) provide solar generation capabilities. Each Owner shall be permitted to install Energy Efficient Roofing on the Improvements on the Lot provided that the Energy Efficient Roofing shingles: a) resemble the shingles used or otherwise authorized for use within any architectural standards and guidelines promulgated and published by the Architectural Control Committee, or resemble shingles previously authorized for use by the Architectural Control Committee; b) are more durable than, and are of equal or superior quality to the shingles used or otherwise authorized for use within the Subdivision; and c) match the aesthetics of the adjacent Lots. Authorization for Energy Efficient Roofing from the Architectural Control Committee shall be processed according to the procedures and conditions set forth in Article II of the Declaration, or such additional procedures and conditions as the Architectural Control Committee may adopt.

5. Display of Certain Religious Items Permitted. An Owner or resident is permitted to display or affix to the entry door or doorframe of the residence located on the Owner's Lot (which may not extend beyond the outer edge of the doorframe) one or more religious items, the display of which is motivated by the Owner's or resident's sincere religious belief. This policy outlines the standards which shall apply with respect to the display or affixing of certain religious items on the entry door or doorframe of the residence located on the Owner's Lot.

A) General Guidelines. Religious items may be displayed or affixed to the entry door or doorframe of the residence located on an Owner's Lot (which may not extend beyond the outer edge of the doorframe); provided, however, that individually or in combination with each other, the total size of the display is no greater than twenty-five (25) square inches (5" x 5" = 25 square inches);

B) Prohibitions. No religious item may be displayed or affixed to the entry door or doorframe of the residence constructed on an Owner's Lot (which may not extend beyond the outer edge of the doorframe) if said religious item: (i) threatens the public health or safety; (ii) violates applicable law; or (iii) contains language, graphics or any display that is patently offensive. No religious item may be displayed or affixed in any location other than the entry door or doorframe of the residence constructed on an Owner's Lot (which may not extend beyond the outer edge of the doorframe). Nothing in this policy may be construed in any manner to authorize an Owner or resident to use a material or color for the entry door or doorframe of the residence constructed on an Owner's Lot or to make an alteration to the entry door or doorframe that is not otherwise permitted pursuant to the Association's governing documents;

C) Removal. The Association may remove any item which is in violation of the terms and provisions of this policy; and

D) Covenants in Conflict with Statutes. To the extent that any provisions of the Association's recorded covenants restrict or prohibit an Owner or resident from displaying or affixing a religious item in violation of the controlling provisions of Section 202.018 of the Texas Property Code, the Association shall have no authority to enforce such provisions and the provisions of this Section shall hereafter control.

6. Assessment Collection Policy.

A) Delinquencies, Late Charges and Interest

1. Due Date. An Owner will timely and fully pay any and all assessments assessed by the Board pursuant to Article III of this Declaration (the "Assessments").

2. Delinquent. Any Assessment that is not fully paid when due is delinquent. When the account of an Owner becomes delinquent, it remains delinquent until paid in full - including collection costs, interests and late fees.

3. Late Fees and Interest. If the Association does not receive full payment of any Assessment by 5:00 p.m. after the due date established by the Board, the Association may levy a late fee of $25.00 per month and/or interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date therefor (or if there is no such highest rate, then at the rate of 2% per month) until paid in full.

4. Liability for Collection Costs. The defaulting Owner is liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, court costs, filing fees, and other reasonable costs and attorneys' fees incurred by the Association in collecting the delinquency.

5. Insufficient Funds. The Association may levy a charge of $25.00 for any check returned to the Association marked "not sufficient funds" or the equivalent.

6. Waiver. Properly levied collection costs, late fees and interest may only be waived by a majority of the Board.

B) Installments and Acceleration

If an Assessment is payable in installments, and if an Owner defaults in the payment of any installment, the Association may declare the entire Assessment in default and accelerate the due date on all remaining installments of the Assessment. An Assessment payable in installments may be accelerated only after the Association gives the Owner at least fifteen (15) days prior notice of the default and the Association's intent to accelerate the

unpaid balance if the default is not timely cured. Following acceleration of the indebtedness, the Association has no duty to reinstate the installment program upon partial payment by the Owner.

C) Payments

1. Application of Payments. After the Association notifies the Owner of a delinquency and the Owner's liability for late fees or interest, and collection costs, any payment received by the Association shall be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations on checks, and the date the obligations arose:

(a) Delinquent Assessments.

(b) Current Assessments.

(c) Attorneys' fees and costs associated with delinquent Assessments.

(d) Other attorneys' fees.

(e) Fines.

(f) Any other amount.

2. Payment Plans. The Association shall offer each delinquent Owner a payment plan for the payment of delinquent Assessments. The minimum term of such plan must be three (3) months and the maximum term must be eighteen (18) months from the date the payment plan in requested by the Owner and instituted. The Board shall determine the exact payment plan on a case-by-case basis and may delegate such authority to the such third parties as the Board may delegate, in its sole discretion. The Board may refuse to offer the payment plan to any Owner has previously been delinquent within the two years preceding the payment plan request or who, in the Board's sole discretion, has demonstrated a pattern of delinquencies.

3. Form of Payment. The Association may require that payment of delinquent Assessments be made only in the form of cash, cashier's check or certified funds.

4. Partial and Conditioned Payment. The Association may refuse to accept partial payment (i.e., less than the full amount due and payable) and payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the Owner's account. If the Association does not accept the payment at that time, it will promptly refund the payment

to the payer. A payment that is not refunded to the payer within thirty (30) days after being deposited by the Association may be deemed accepted as to payment, but not as to words of limitation or instruction accompanying the payment. The acceptance by the Association of partial payment of delinquent Assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations.

5. Notice of Payment. If the Association receives full payment of the delinquency after recording a notice of lien, the Association will cause a release of notice of lien to be publicly recorded, a copy of which will be sent to the Owner. The Association may require the Owner to prepay the cost of preparing and recording the release.

6. Correction of Credit Report. If the Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Association will report receipt of payment to the credit reporting service.

D) Liability for Collection Costs

The defaulting Owner may be liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, filing fees and other reasonable costs and attorneys' fees incurred in the collection of the delinquency.

E) Collection Procedures

1. Delegation of Collection Procedures. From time to time, the Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to the Association's managing agent, attorney or a debt collector.

2. Delinquency Notices. If the Association has not received full payment of an Assessment by the due date, the Association may send written notice of nonpayment to the defaulting Owner, by hand delivery, first class mail, and/or by certified mail, stating the amount delinquent. The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner.

3. Verification of Owner Information. The Association may obtain a title report to determine the name of the Owner and the identity of other lienholders, including the mortgage company.

4. Collection Agency. The Board may employ or assign

the debt to one or more collection agencies.

5. Notification of Mortgage Lender. The Association may notify the Owner's mortgage lender of the default obligations.

6. Notification of Credit Bureau. The Association may report the defaulting Owner to one or more credit reporting services.

7. Collection by Attorney. If the Owner's account remains delinquent for a period of ninety (90) days, the manager of the Association or the Board of the Association shall refer the delinquent account to the Association's attorney for collection. In the event an account is referred to the Association's attorney, the Owner will be liable to the Association for its legal fees and expenses. Upon referral of a delinquent account to the Association's attorney, the Association's attorney will provide the following notices and take the following actions unless otherwise directed by the Board:

Initial Notice: Preparation of the Initial Notice of Demand for Payment Letter. If the account is not paid in full within thirty (30) days (unless such notice has previously been provided by the Association), then

Lien Notice: Preparation of the Lien Notice of Demand for Payment Letter and record a Notice of Unpaid Assessment Lien. If the account is not paid in full within thirty (30) days, then

Final Notice: Preparation of the Final Notice of Demand for Payment Letter and Intent to Foreclose and Notice of Intent to Foreclose to Lender. If the account is not paid in full within thirty (30) days, then

Foreclosure of Lien: Only upon specific approval by a majority of the Board.

8. Notice of Lien. The Association's attorney may cause a notice of the Association's Assessment lien against the Owner's home to be publicly recorded. In that event, a copy of the notice will be sent to the defaulting Owner, and may also be sent to the Owner's mortgagee.

9. Cancellation of Debt. If the Board deems the debt to be uncollectible, the Board may elect to cancel the debt on the books of the Association, in which case the Association may report the full amount of the forgiven indebtedness to the Internal Revenue Service as income to the defaulting Owner.

10. Suspension of Use of Certain Facilities or Services. The Board may suspend the use of the Common Area amenities by an Owner, or his tenant, whose account

with the Association is delinquent for at least thirty (30) days.

F) Further Provisions

1. Independent Judgment. Notwithstanding the contents of this detailed policy, the officers, directors, manager and attorney of the Association may exercise their independent, collective and respective judgment in applying this policy.

2. Other Rights. This policy is in addition to and does not detract from the rights of the Association to collect Assessments under the Declaration and the laws of the State of Texas.

3. Limitations of Interest. The Association, and its officers, directors, managers and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Declaration or any other document or agreement executed or made in connection with this policy, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law. If from any circumstances whatsoever, the Association ever receives, collects or applies as interest a sum in excess of the maximum rate permitted by law, the excess amount will be applied to the reduction of unpaid Assessments, or reimbursed to the Owner if those Assessments are paid in full.

4. Notices. Unless the Declaration, applicable law, or this policy provide otherwise, any notice or other written communication given to an Owner pursuant to this policy will be deemed to be delivered to Owner upon depositing same with the United States Postal Service, addressed to the Owner at the most recent address shown on the Association's records, or on personal delivery to the Owner. If the Association's records show that an Owner's property is owned by two (2) or more persons, notice to one co-Owner is deemed notice to all co-Owners. Similarly, notice to one resident is deemed notice to all residents. Written communications to the Association, pursuant to this policy, will be deemed given on actual receipt by the Association's president, secretary, managing agent or attorney.

5. Amendment of Policy. This policy may be amended from time to time by the Board.

7. In the event of a conflict between the provisions of this Article V and the other provisions thereof (Articles I, II, III and IV), the provisions of this Article V will control.

EXECUTED on this 10 day of April, 2023.

LANDMARK RESIDENTIAL CONSTRUCTION, LTD.

BY: LANDMARK RESIDENTIAL CONSTRUCTION GP, L.L.C.,

ITS: GENERAL PARTNER

By: _____
STEVE KLEIN, President

THE STATE OF TEXAS §
§
COUNTY OF VICTORIA §

This instrument was acknowledged before me on this 10 day of April, 2023, by STEVE KLEIN, as President of LANDMARK RESIDENTIAL CONSTRUCTION GP, L.L.C., a Texas limited liability company on behalf of said company, and said company acknowledged this instrument as General Partner of LANDMARK RESIDENTIAL CONSTRUCTION, LTD, a Texas limited partnership on behalf of said partnership.

MELISSA PARKS
Notary Public, State of Texas
My Commission Expires
November 03, 2026
NOTARY ID 1108001-0

_____
NOTARY PUBLIC, STATE OF TEXAS

RETURN TO:
HOWARD R. MAREK
203 N. Liberty Street
VICTORIA, TEXAS 77901

melissa\landmark\diamond hill\restrictions