

**DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS, AND
RESTRICTIONS OF THE RIVERSIDE ACRES SUBDIVISION**

WHEREAS, Declarant is the owner of that certain property known as Riverside Acres, a subdivision in Hill County, Texas, according to the map or plat (hereinafter referred to as "Subdivision Plat") thereof recorded as Instrument No. 00124403 of the Official Public Records of Hill County, Texas;

WHEREAS, it is the desire of Declarant to place certain covenants, conditions, restrictions, stipulations, easements, and reservations upon and against Riverside Acres in order to establish a uniform plan for the development, improvement and sale of such property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners in said subdivision;

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon the Property and all of the Lots in Riverside Acres, the following reservations, easements, restrictions, covenants, and conditions applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the property, which provisions of the declaration shall run with the Property and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

BASIC INFORMATION

Declarant: Owen Rose Properties, LLC, a Texas corporation

Declarant's Address: Owen Rose Properties, LLC
4820 IH 35 North
Waco, Texas 76705

Property Owners Association: Riverside Acres POA, a Texas nonprofit corporation

Property Owners Association's Address: 4820 North I-35, Waco, Texas 76705

Property:

LOTS 1 THROUGH 13, BLOCK 1, LOTS 14 AND 15, BLOCK 2, LOTS 16 THROUGH 20, BLOCK 3, LOT 21, BLOCK 4 RIVERSIDE ACRES ADDITION TO HILL COUNTY, TEXAS being a subdivision of all that tract of land in Hill County, Texas, out of the WILLIAM BROOKS SURVEY, ABSTRACT NO. 1, and being part of that called 201.38 acres of land described

in a deed to Owen Rose Properties, LLC, recorded in Volume 2056, Page 669 of the Official Public Records of Hill County, Texas.

DEFINITIONS

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

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

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

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

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

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

"Declarant" means Owen Rose Properties, LLC, a Texas corporation, and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.

"Dedictory Instruments" means this Declaration and the certificate of formation, Bylaws, rules of the Property Owners Association, and standards of the ACC, as amended.

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

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

"Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting, drainage, irrigation systems, commons and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted.

"Member" means Owner.

"Owner" means every record Owner of a fee interest in a Lot.

"Plat" means the Plat of the Property recorded as Instrument No. 00124403 of the real property records of Hill County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

"Renting" means granting the right to occupy and use a Residence or Structure in exchange for consideration.

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

"Riverside Drive" means the road as described on Exhibit A attached hereto and incorporated by reference, and as shown on the Survey by Sunbelt Technical Services attached as Exhibit B.

"Short Term Renting" means granting the right to occupy and use a Residence or Structure in exchange for consideration for a period of time less than 180 days.

"Single Family" means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

"Structure" means any improvement on a Lot (other than a Residence), including a sidewalk, driveway, fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

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

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

CLAUSES AND COVENANTS

A. IMPOSITION OF COVENANTS

1. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.

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

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

B. PLAT AND EASEMENTS

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

Property, and the survey of Riverside Drive, which Declarant hereby dedicates to the POA.

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

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

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

C. USE AND ACTIVITIES

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

2. *Prohibited Activities.* Prohibited activities are -

- a. any activity that is otherwise prohibited by the Dedicatory Instruments;
- b. any illegal activity;
- c. any dumping of rubbish;
- d. any storage of -
 - i. building materials except during the construction or renovation of a Residence or a Structure;
 - ii. vehicles, except vehicles in a garage or Structure or operable automobiles on a driveway; or
 - iii. unsightly objects unless completely shielded by a Structure;
- e. any exploration for or extraction of minerals;
- f. any keeping or raising of animals, livestock, or poultry, except for common domesticated household pets, such as dogs and cats, not to exceed four confined to a fenced yard or within the Residence;
- g. any commercial or professional activity except reasonable home office use;
- h. the Renting of a portion of a Residence or Structure;

- i. the drying of clothes in a manner that is visible from any street;
- j. the display of any sign except --
 - i. one not more than five square feet, advertising the Lot for sale or rent or advertising a garage or yard sale; and
 - ii. political signage not prohibited by law or the Dedicatory Instruments;
- k. installing a mobile home, manufactured home, manufactured housing, motor home, or house trailer on a Lot;
- l. moving a previously constructed house onto a Lot;
- m. interfering with a drainage pattern without ACC approval;
- n. hunting and shooting;
- o. occupying a Structure that does not comply with the construction standards of a Residence; and
- p. commencing construction on improvements within seventy five (75) feet of the riverbank without ACC approval.

D. CONSTRUCTION AND MAINTENANCE STANDARDS

1. Lots

- a. *Consolidation of Lots.* An Owner of adjoining Lots, with ACC approval, may consolidate those Lots into one site for the construction of a Residence.
- b. *Easements.* No easement in a Lot may be granted without ACC approval.
- c. *Maintenance.* Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition.
- d. *Fencing.* All fencing must be approved by ACC.

2. Residences and Structures

- a. *Aesthetic Compatibility.* All Residences and Structures must be aesthetically compatible with the Subdivision, as determined by the ACC.
- b. *Required Area.* The total area of a Residence, exclusive of porches, garages, or carports, must be at least 2,000 square feet.

c. *Location on Lot.* No Residence or Structure may be located in violation of the setback lines shown on the Plat. Each Residence must face the front Lot line. All Structures must be located behind the front wall of the Residence. All outbuildings, except garages, must not be visible from any street.

d. *Garages.* Each Residence must have at least a two-car garage accessed by a driveway. The garage may be a separate structure.

e. *Damaged or Destroyed Residences and Structures.* Any Residence or Structure that is damaged must be repaired within 90 days (or within a period approved by the ACC) and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within 180 days and the Lot restored to a clean and attractive condition.

f. *Fences, Walls, and Hedges.* No fence, wall, or hedge may be located forward of the front wall line of the Residence, except for trellises and decorative fences that are approved by the ACC.

g. *Traffic Sight Lines.* No landscaping that obstructs traffic sight lines may be placed on any Lot.

3. *Building Materials for Residences and Structures*

a. *Air Conditioning.* Window- or wall-type air conditioners may not be used in a Residence.

b. *Exterior Walls.* All Residences must have at least 50 percent of their exterior walls, including exposed foundation, of stone, brick, masonry, or stucco, minus windows and doors, unless otherwise approved by the ACC.

c. *Color Changes.* No change to the color of the exterior walls, trim, or roof of a Residence will be permitted, unless otherwise approved by the ACC.

d. *Driveways and Sidewalks.* The initial 20 feet of driveways must be surfaced with concrete or asphalt, unless otherwise approved by the ACC.

E. **PROPERTY OWNERS ASSOCIATION**

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

Code, and the Dedicatory Instruments.

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

3. *Membership and Voting Rights.* Every Owner is a Member of the Property Owners Association. Membership is appurtenant to and may not be separated from ownership of a Lot.

F. ACC

1. *Establishment*

a. *Purpose.* The ACC is established as a committee of the Property Owners Association to assist the Property Owners Association in ensuring that all Residences, Structures, and landscaping within the Subdivision are aesthetically compatible and conform to the Dedicatory Instruments.

b. *Members.* The ACC consists of at least 3 persons appointed by the Board. The Board may remove or replace an ACC member at any time.

c. *Term.* ACC members serve until replaced by the Board or they resign.

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

2. *Plan Review*

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

b. *Procedures*

i. *Complete Submission.* Within 14 days after the submission of plans and specifications by an Owner, the ACC must notify the submitting Owner of any other documents or information required by the ACC. In the absence of timely notice from the ACC requesting additional documents or other information, the submission is deemed complete.

ii. *Deemed Approval.* If the ACC fails to give notice of disapproval of the plans and specifications to the submitting Owner within 30 days after complete submission, the submitted plans and specifications are deemed approved.

c. *Appeal.* An Owner may appeal any action of the ACC to the Board. The appealing Owner must give written notice of the appeal to the Board, and if the appeal is by an Owner who is not the submitting Owner, the appealing Owner must also give written notice to the submitting Owner within 14 days after the ACC's action. The Board shall determine the appeal within 14 days after timely notice of appeal is given. The determination by the Board is final.

d. *Records.* The ACC will maintain written records of all requests submitted to it and of all actions taken. The Board will maintain written records of all appeals of ACC actions and all determinations made. Any Owner may inspect the records of the ACC and Board, but no Owner may inspect or copy the interior floor plan or security system design of any other Owner.

e. *No Liability.* The Property Owners Association, the Board, the ACC, and their members will not be liable to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any request.

G. ASSESSMENTS

1. *Authority.* The Property Owners Association may levy Assessments to promote the recreation, health, safety, and welfare of the residents in the Subdivision, to fund operating expenses of the Property Owners Association, and to improve and maintain the Common Areas.

2. *Personal Obligation.* An Assessment is a personal obligation of each Owner when the Assessment accrues.

3. *Creation of Lien.* Assessments are secured by a continuing vendor's lien on each Lot, which lien is reserved by Declarant and hereby assigned to the Property Owners Association. By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Property Owners Association to secure Assessments.

4. *Commencement.* A Lot becomes subject to Assessments on conveyance of the Lot by Declarant.

5. *Regular Assessments*

a. *Rate.* Regular Assessments are levied annually by the Board to fund the anticipated operating and maintenance expenses of the Property Owners Association. Until changed by the Board, the Regular Assessment is \$500.00 per

lot per year.

b. *Changes to Regular Assessments.* Regular Assessments may be changed annually by the Board. Written notice of the Regular Assessment will be sent to every Owner at least thirty days before its effective date.

c. *Collections.* Regular Assessments will be collected yearly in advance, payable on the first day of the month in which the Owner joins and each succeeding January 10th of each year.

6. *Special Assessments.* In addition to the Regular Assessments, the Board may levy Special Assessments for the purpose of funding the cost of any construction, reconstruction, repair, or replacement of any capital improvement on the Common Area or for any other purpose benefitting the Subdivision but requiring funds exceeding those available from the Regular Assessments. Special Assessments must be approved by the Members. Written notice of the terms of the Special Assessment will be sent to every Owner.

7. *Approval of Special Assessments.* Any Special Assessment must be approved by a majority vote at a meeting of the Members in accordance with the Bylaws.

8. *Fines.* The Board may levy a fine against an Owner for a violation of the Dedicatory Instruments as permitted by law.

9. *Subordination of Lien to Mortgages.* The lien granted and reserved to the Property Owners Association is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Property Owners Association's lien as to Assessments due before the foreclosure.

10. *Delinquent Assessments.* Any Assessment not paid within 30 days after it is due is delinquent.

H. REMEDIAL RIGHTS

1. *Late Charges and Interest.* A late charge of 5 percent of the delinquent amount is assessed for delinquent payments. Delinquent Assessments accrue interest at the rate of 10 percent per year. The Board may change the late charge and the interest rate.

2. *Costs, Attorney's Fees, and Expenses.* If the Property Owners Association complies with all applicable notice requirements, an Owner is liable to the Property Owners Association for all costs and reasonable attorney's fees incurred by the Property Owners Association in collecting delinquent Assessments, foreclosing the Property Owners Association's lien, and enforcing the Dedicatory Instruments.

3. *Judicial Enforcement.* The Property Owners Association may bring an action against an Owner to collect delinquent Assessments, foreclose the Property Owners Association's lien, or enforce or enjoin a violation of the Dedicatory Instruments. An Owner

may bring an action against another Owner to enforce or enjoin a violation of the Dedicatory Instruments.

4. *Remedy of Violations.* The Property Owners Association may levy a fine against an Owner for a violation of the Dedicatory Instruments.

5. *Suspension of Rights.* If an Owner violates the Dedicatory Instruments, the Property Owners Association may suspend the Owner's rights under the Dedicatory Instruments in accordance with law.

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

I. COMMON AREA

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

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

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

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

J. EASEMENTS, DRIVES, ROADS, AND PRIVATE ROADS

1. The roads and streets on the Property, including Riverside Drive, shall be operated as private roads and streets with each Owner, the Declarant, and the Association each having an easement for the use and benefit of such person and/or entity, which easement shall include rights of ingress, egress and passage over and along said roads and streets in favor of the Declarant, the

Association, the Owners, and any other classes of persons for whose benefit the roads and streets are dedicated in the Subdivision Plat, and their respective legal representatives, successors and assigns, guests, invitees, licensees, designees and the successors-in-title to each Owner and other such persons and/or entities, but not in favor of the public. Notwithstanding anything to the contrary contained herein, Declarant shall have the right to offer the roads and streets for public dedication and Declarant may assign this right to the Association or such other person or entity as may be reasonably necessary to complete the dedication. Subject to the terms and conditions of this Section, the roads and streets in Creekwood are hereby dedicated as utility easements strictly for the purpose of constructing, operating, maintaining or repairing a system(s) of electric lighting, electric power, telegraph and telephone lines, gas lines, sewer lines, if any, water lines, storm drainage (surface or underground), cable television, or other utilities that the Declarant sees fit to install (or permit to be installed) in, across and/or under the Property. The dedication of the roads and streets as utility easements shall not affect operation of the roads and streets as publicly dedicated roads and streets.

2. Declarant reserves the right to make changes in and additions to the above easements for the purpose of efficiently and economically installing the improvements, including utilities. Should any utility company or cable television company furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant, without the joinder of any other Owner, shall have the right to grant such easement on, under, and/or across the Property.

3. Declarant reserves the right to grant additional ingress and egress easements along the roads and streets in the Properties and to grant the roads and streets to the Association, subject to such restrictions and conditions set forth in the deed conveying such roads and streets.

4. Notwithstanding the operation of the roads and streets in the Property as private streets until the public dedication of same is accepted, Declarant hereby grants to Law Enforcement Agencies and Officers of Hill County and the State of Texas, other governmental law enforcement bodies, fire department officials and fire protection personnel, vehicles and equipment, ambulances, school buses, Hill County officials and personnel and other governmental officials and personnel, and to the authorized agents of the Association for performance of the Association's duties ingress and egress and passage over and along said private roads and streets of the Subdivision in connection with the performance of their official functions.

5. No Lot may be used for the purpose of providing ingress to lands located outside of Riverside Acres over and across a Lot. Further, no Lot may be used for the purpose of providing egress from lands located outside of Riverside Acres over and across a Lot to a public road, either directly or indirectly.

K. GENERAL PROVISIONS

1. *Term.* This Declaration runs with the land and is binding for a term of 20 years. The term may be extended for successive terms of 10 years each by 75 percent of the Members

at a meeting in accordance with the Bylaws within 6 months before the end of a term. Thereafter this Declaration automatically continues for successive terms of 10 years each, unless within 6 months before the end of a term 25 percent of the Members at a meeting in accordance with the Bylaws elect not to extend the term. An instrument reflecting the extension will be signed by the Property Owners Association and recorded.

2. *No Waiver.* Failure by the Property Owners Association or an Owner to enforce the Dedicatory Instruments is not a waiver.

3. *Corrections.* The Board may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

4. *Amendment.* This Declaration may be amended at any time by vote of 67 percent of Owners entitled to vote on the amendment. An instrument containing the approved amendment will be signed by the Property Owners Association and recorded.

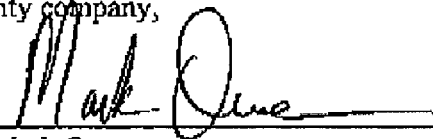
5. *Conflict.* This Declaration controls over the other Dedicatory Instruments.

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

7. *Notices.* All notices must be in writing and must be given as required or permitted by the Dedicatory Instruments or by law. Notice by mail is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed (a) to a Member, at the Member's last known address according to the Property Owners Association's records, and (b) to the Property Owners Association, the Board, the ACC, or a managing agent at the Property Owners Association's principal office or another address designated in a notice to the Members. Unless otherwise required by law or the Dedicatory Instruments, actual notice, however delivered, is sufficient.

8. *Annexation of Additional Property.* On written approval of the Board and not less than 75 percent of the Members at a meeting in accordance with the Bylaws, the owner of any property who desires to subject the property to this Declaration may record an annexation agreement that will impose this Declaration and the Covenants on that property.

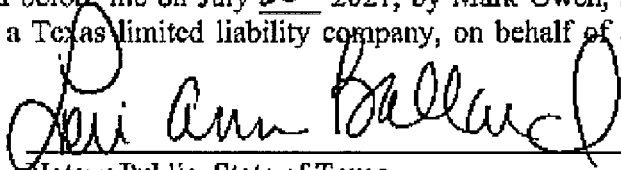
Owen Rose Properties, LLC, a Texas limited liability company,

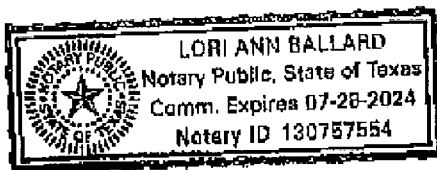
By: 
Mark Owen


STATE OF TEXAS)

COUNTY OF McLennan)

This instrument was acknowledged before me on July 30th 2021, by Mark Owen, as a Member of Owen Rose Properties, LLC, a Texas limited liability company, on behalf of said limited liability company.


Notary Public, State of Texas



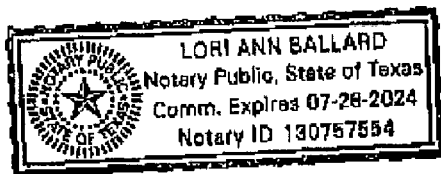
By: 
Robert Owen

STATE OF TEXAS)

COUNTY OF McLennan)

This instrument was acknowledged before me on July 30th 2021, by Robert Owen, as a Member of Owen Rose Properties, LLC, a Texas limited liability company, on behalf of said limited liability company.

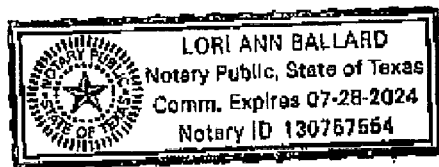
Lori Ann Ballard
Notary Public, State of Texas



By: Tommy Rose
Tommy Rose

STATE OF TEXAS)
COUNTY OF McLennan)

This instrument was acknowledged before me on July 30th 2021, by Tommy Rose, as a Member of Owen Rose Properties, LLC, a Texas limited liability company, on behalf of said limited liability company.



Lori Ann Ballard
Notary Public, State of Texas

After recording, please return to:
Owen Rose Properties, LLC
4820 IH 35 North
Waco, Texas 76705

EXHIBIT A
Survey and Legal Description of Riverside Drive

BEING all that tract of land in Hill County, Texas, out of the WILLIAM BROOKS SURVEY, ABSTRACT NO. 1, and being part of that called 201.38 acres of land described in a deed to Owen Rose Properties, LLC, recorded in Volume 2056, Page 669 of the Official Public Records of Hill County, Texas, and being further described as follows:

COMMENCING at a 1/2 inch steel rod set marked "RPLS 6176" in the North line of F. M. Highway 1304, at the Southeast corner of said 201.38 acres, at the Southwest corner of that called 27.32 acres of land described in a deed to Robert N. Sherrill, recorded in Volume 716, Page 243 of the Deed Records of Hill County, Texas; THENCE South 58 degrees 48 minutes 11 seconds West, a distance of 505.40 feet to a 1/2 inch steel rod set marked "RPLS 6176" in the North line of F. M. Highway 1304, in the East line of a proposed private road for the Point of Beginning;

THENCE South 58 Degrees 48 Minutes 11 Seconds West, a distance of 59.71 feet to a 1/2 inch steel rod set marked "RPLS 6176" in the North line of F. M. Highway 1304, in the West line of said proposed private road;

THENCE across the interior of said 201.38 acres, with the West, North and East lines of said proposed private road, the following courses and distances:

North 31 Degrees 11 Minutes 49 Seconds West, a distance of 54.71 feet to a 1/2 inch steel rod set marked "RPLS 6176";

Northeasterly with a curve to the right with an arc length of 138.67 feet, with a radius of 75.19 feet, with a chord bearing of North 15 Degrees 57 Minutes 27 Seconds East, with a chord length of 119.83 feet to a 1/2 inch steel rod set marked "RPLS 6176";

North 64 Degrees 39 Minutes 02 Seconds East, a distance of 153.91 feet to a 1/2 inch steel rod set marked "RPLS 6176";

Northeasterly with a curve turning to the left with an arc length of 418.78 feet, with a radius of 284.05 feet, with a chord bearing of North 12 Degrees 24 Minutes 47 Seconds East, with a chord length of 381.87 feet to a 1/2 inch steel rod set marked "RPLS 6176";

North 31 Degrees 18 Minutes 15 Seconds West, a distance of 1037.82 feet to a 1/2 inch steel rod set marked "RPLS 6176";

North 31 Degrees 49 Minutes 41 Seconds West, a distance of 430.04 feet to a 1/2 inch steel rod set marked "RPLS 6176";

Northwesterly with a curve to the left with an arc length of 208.43 feet, with a radius of 466.45 feet, with a chord bearing of North 57 Degrees 54 Minutes 12 Seconds West, with a chord length of 206.70 feet to a 1/2 inch steel rod set marked "RPLS 6176";

North 77 Degrees 05 Minutes 22 Seconds West, a distance of 131.26 feet to a 1/2 inch steel rod set marked "RPLS 6176";

Northwesterly with a curve turning to the right with an arc length of 119.01 feet, with a radius of 149.63 feet, with a chord bearing of North 47 Degrees 13 Minutes 07 Seconds West, with a chord length of 115.90 feet to a 1/2 inch steel rod set marked "RPLS 6176";

North 19 Degrees 36 Minutes 44 Seconds West, a distance of 117.42 feet to a 1/2 inch steel rod set marked "RPLS 6176";

Northwesterly with a curve turning to the left with an arc length of 129.87 feet, with a radius of 299.05 feet, with a chord bearing of North 28 Degrees 08 Minutes 48 Seconds West, with a chord length of 128.85 feet to a 1/2 inch steel rod set marked "RPLS 6176";

North 46 Degrees 18 Minutes 06 Seconds West, a distance of 271.31 feet to a 1/2 inch steel rod set marked "RPLS 6176";

South 43 Degrees 30 Minutes 32 Seconds West, a distance of 1050.86 feet to a 1/2 inch steel rod set marked "RPLS 6176";

Southwesterly with a curve turning to the left with an arc length of 25.25 feet, with a radius of 30.00 feet, with a chord bearing of South 19 Degrees 23 Minutes 41 Seconds West, with a chord length of 24.51 feet to a 1/2 inch steel rod set marked "RPLS 6176";

Northwesterly with a curve turning to the right with an arc length of 289.38 feet, with a radius of 60.00 feet, with a chord bearing of North 46 Degrees 29 Minutes 28 Seconds West, with a chord length of 80.03 feet to a 1/2 inch steel rod set marked "RPLS 6176";

Northeasterly with a curve turning to the left with an arc length of 25.25 feet, with a radius of 30.00 feet, with a chord bearing of North 67 Degrees 37 Minutes 23 Seconds East, with a chord length of 24.51 feet to a 1/2 inch steel rod set marked "RPLS 6176";\

North 43 Degrees 30 Minutes 32 Seconds East, a distance of 2307.89 feet to a 1/2 inch steel rod set marked "RPLS 6176";

Northeasterly with a curve turning to the left with an arc length of 25.25 feet, with a radius of 30.00 feet, with a chord bearing of North 19 Degrees 23 Minutes 41 Seconds East, with a chord length of 24.51 feet, to a 1/2 inch steel rod set marked "RPLS 6176";

Southeasterly with a reverse curve turning to the right with an arc length of 289.38 feet, with a radius of 60.00 feet, with a chord bearing of South 46 Degrees 29 Minutes 28 Seconds East, with a chord length of 80.03 feet, to a 1/2 inch steel rod set marked "RPLS 6176";

Southwesterly with a reverse curve turning to the left with an arc length of 25.25 feet, with a radius of 30.00 feet, with a chord bearing of South 67 Degrees 37 Minutes 23 Seconds West, with a chord length of 24.51 feet, to a 1/2 inch steel rod set marked "RPLS 6176";

South 43 Degrees 30 Minutes 32 Seconds West, a distance of 1197.03 feet to a 1/2 inch steel rod set marked "RPLS 6176";

South 46 Degrees 18 Minutes 06 Seconds East, a distance of 274.36 feet to a 1/2 inch steel rod set marked "RPLS 6176";

Southeasterly with a curve turning to the right with an arc length of 156.91 feet, with a radius of 359.05 feet, with a chord bearing of South 28 Degrees 34 Minutes 02 Seconds East,, with a chord length of 155.67 feet, to a 1/2 inch steel rod set marked "RPLS 6176";

South 19 Degrees 36 Minutes 44 Seconds East, a distance of 112.62 feet to a 1/2 inch steel rod set marked "RPLS 6176";

Southeasterly with a curve turning to the left with an arc length of 65.84 feet, with a radius of 89.63 feet, with a chord bearing of South 46 Degrees 53 Minutes 12 Seconds East, with a chord length of 64.37 feet, to a 1/2 inch steel rod set marked "RPLS 6176";

South 77 Degrees 05 Minutes 22 Seconds East, a distance of 130.32 feet to a 1/2 inch steel rod set marked "RPLS 6176";

Southeasterly with a curve turning to the right with an arc length of 245.88 feet, with a radius of 526.45 feet, with a chord bearing of South 57 Degrees 41 Minutes 59 Seconds East, with a chord length of 243.65 feet, to a 1/2 inch steel rod set marked "RPLS 6176" in the East line of said 201.38 acres, in the West line of that called 18.53 acres of land described as Tract 1, in a deed to the Covington Family Trust, recorded in Volume 1997, Page 762 of the Deed Records of Hill County, Texas;

THENCE South 31 Degrees 49 Minutes 41 Seconds East, a distance of 437.08 feet to a 1/2 inch steel rod found in the East line of said 201.38 acres, at the Southwest corner of said 18.53 acres, at the Northwest corner of said 27.32 acres;

THENCE South 31 Degrees 18 Minutes 15 Seconds East, a distance of 1038.88 feet to a 1/2 inch steel rod set marked "RPLS 6176" in the East line of said 201.38 acres, in the West line of said 27.32 acres;

THENCE across the interior of said 201.38 acres, generally along the South line of said proposed private road, the following four (4) courses and distances:

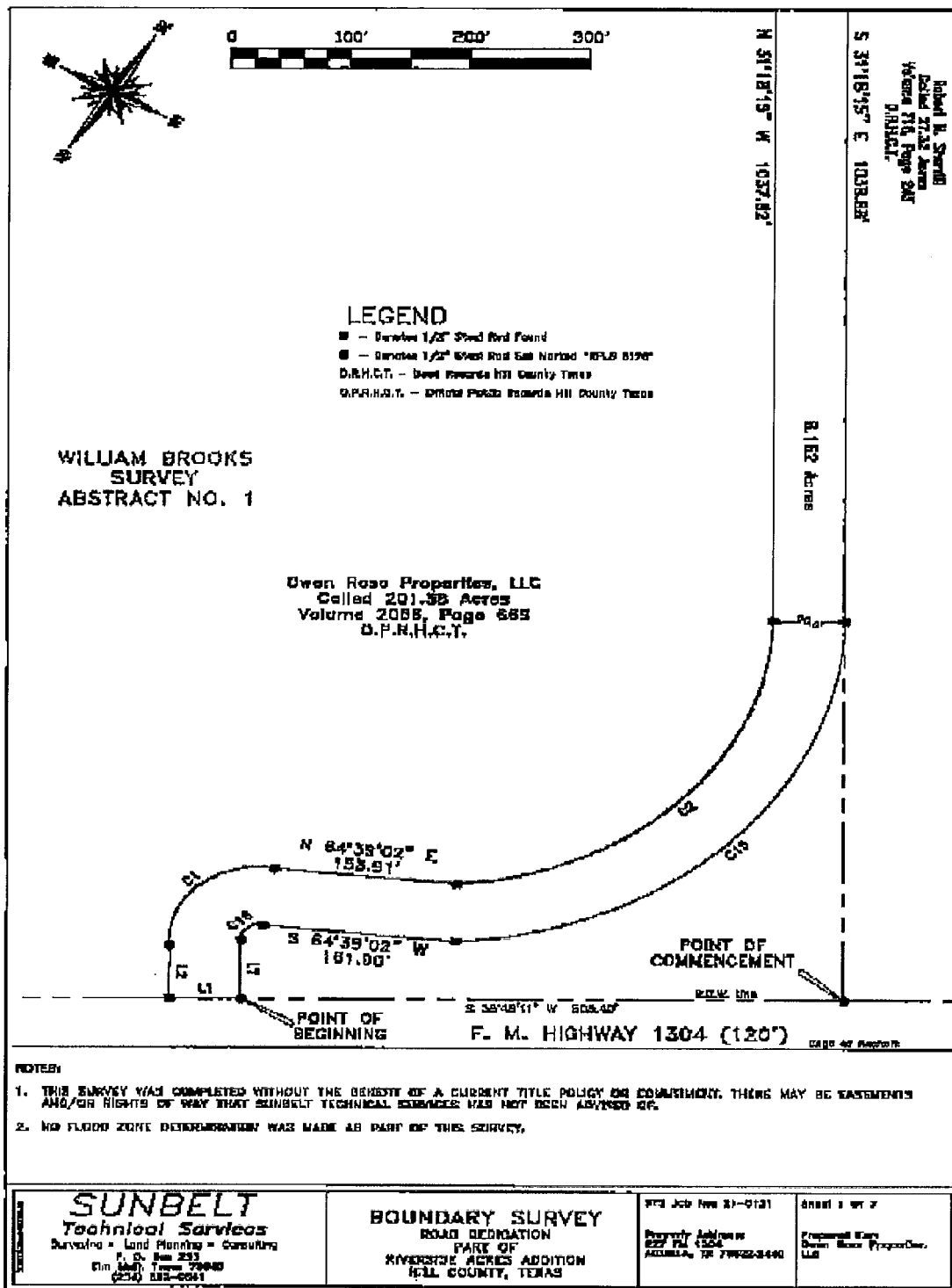
Southwesterly with a curve turning to the right with an arc length of 513.55 feet, with a radius of 344.05 feet, with a chord bearing of South 12 Degrees 48 Minutes 12 Seconds West, with a chord length of 467.19 feet, to a 1/2 inch steel rod set marked "RPLS 6176";

South 64 Degrees 39 Minutes 02 Seconds West, a distance of 161.90 feet to a 1/2 inch steel rod set marked "RPLS 6176";

Southwesterly with a curve turning to the left with an arc length of 29.36 feet, with a radius of

15.19 feet, with a chord bearing of South 18 Degrees 29 Minutes 47 Seconds West, with a chord length of 25.00 feet, to a 1/2 inch steel rod set marked "RPLS 6176";

South 31 Degrees 11 Minutes 49 Seconds East, a distance of 60.60 feet to the Point of Beginning, containing 8.162 acres of land.



WILLIAM BROOKS
SURVEY
ABSTRACT NO. 1

Owen Rose Properties, LLC
Called 201.35 Acres
Volume 2056, Page 669
O.P.R.H.C.T.

LINE	BEARING	DISTANCE
L1	S 20°48'11" W	59.71'
L2	N 31°11'48" W	54.71'
L3	N 77°05'22" W	131.32'
L4	N 19°38'44" W	117.42'
L5	S 19°20'44" E	117.42'
L6	S 77°05'22" E	130.33'
L7	S 31°11'48" E	100.28'

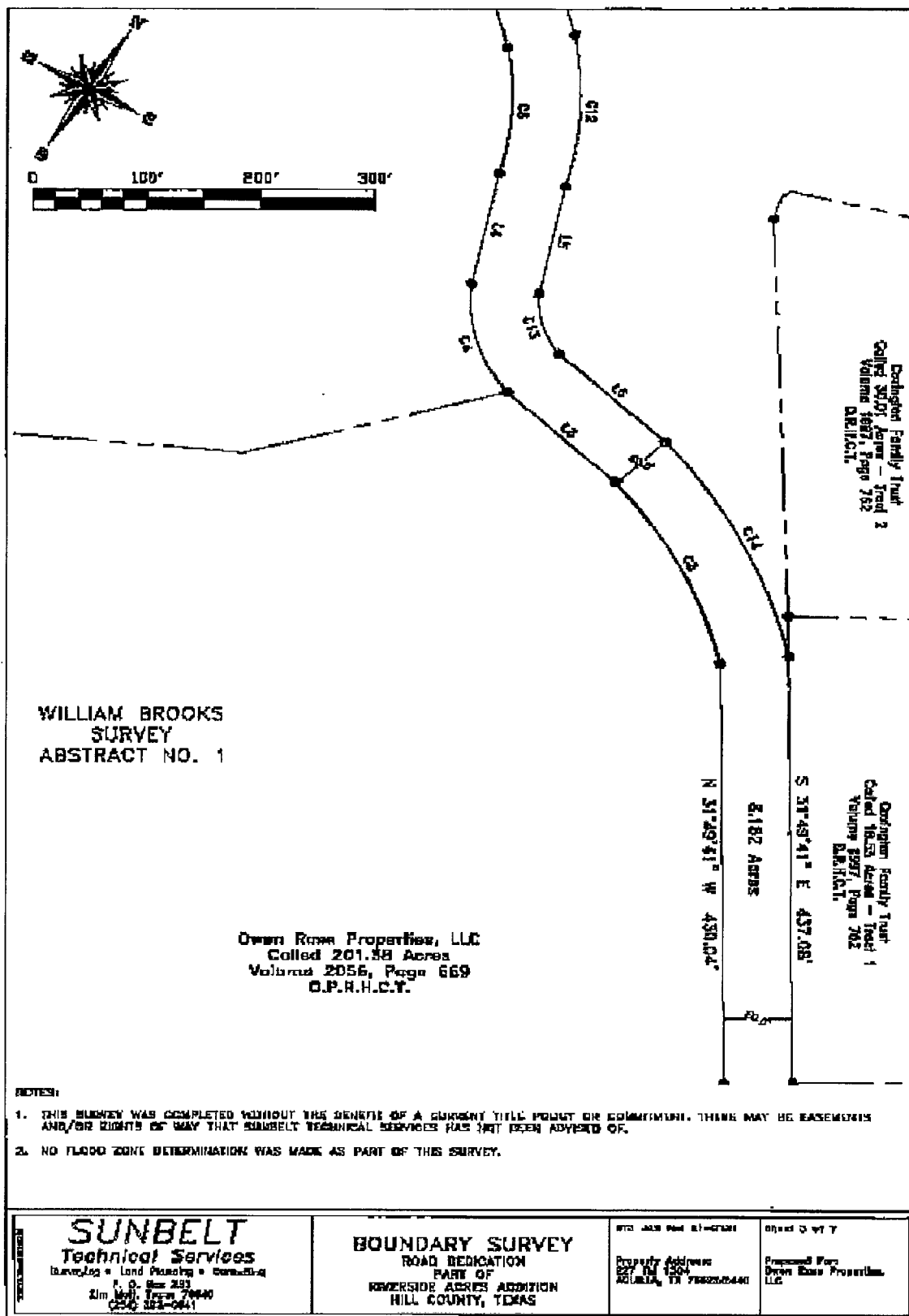
CURVE	ARC LENGTH	CHORD	CHORD BEARING	CHORD BEARING
C1	138.62'	75.15'	118.83°	N 19°38'44" W
C2	418.78'	234.08'	131.57°	N 19°38'44" W
C3	208.43'	488.49'	206.70°	N 57°54'12" W
C4	119.91'	148.03'	115.90°	N 47°13'07" W
C5	178.87'	208.09'	128.85°	N 28°08'48" W
C6	25.25'	30.00'	24.51°	S 18°28'49" W
C7	288.35'	80.00'	80.03°	N 46°25'28" W
C8	75.15'	30.00'	24.51°	N 07°37'23" E
C9	35.25'	30.00'	24.51°	N 10°25'41" E
C10	208.38'	60.00'	80.03°	S 46°25'28" E
C11	75.15'	30.00'	24.51°	S 27°37'23" W
C12	158.91'	260.00'	158.57°	S 28°34'02" E
C13	65.64'	85.65'	84.57°	S 46°25'12" E
C14	245.88'	528.45'	243.85°	S 27°41'38" E
C15	513.55'	344.05'	487.10°	S 15°48'12" W
C16	48.39'	12.12'	25.00°	S 18°28'49" W

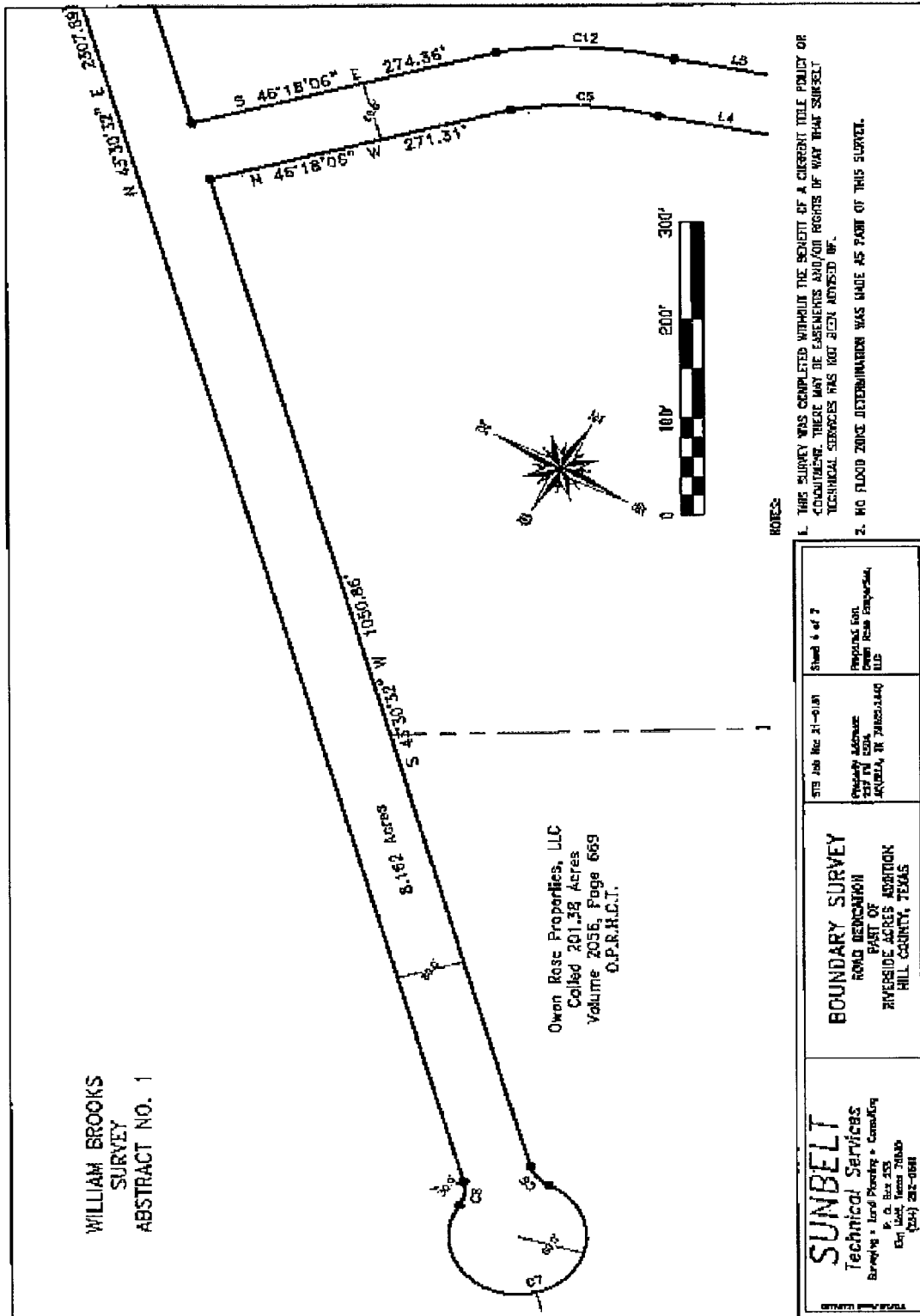


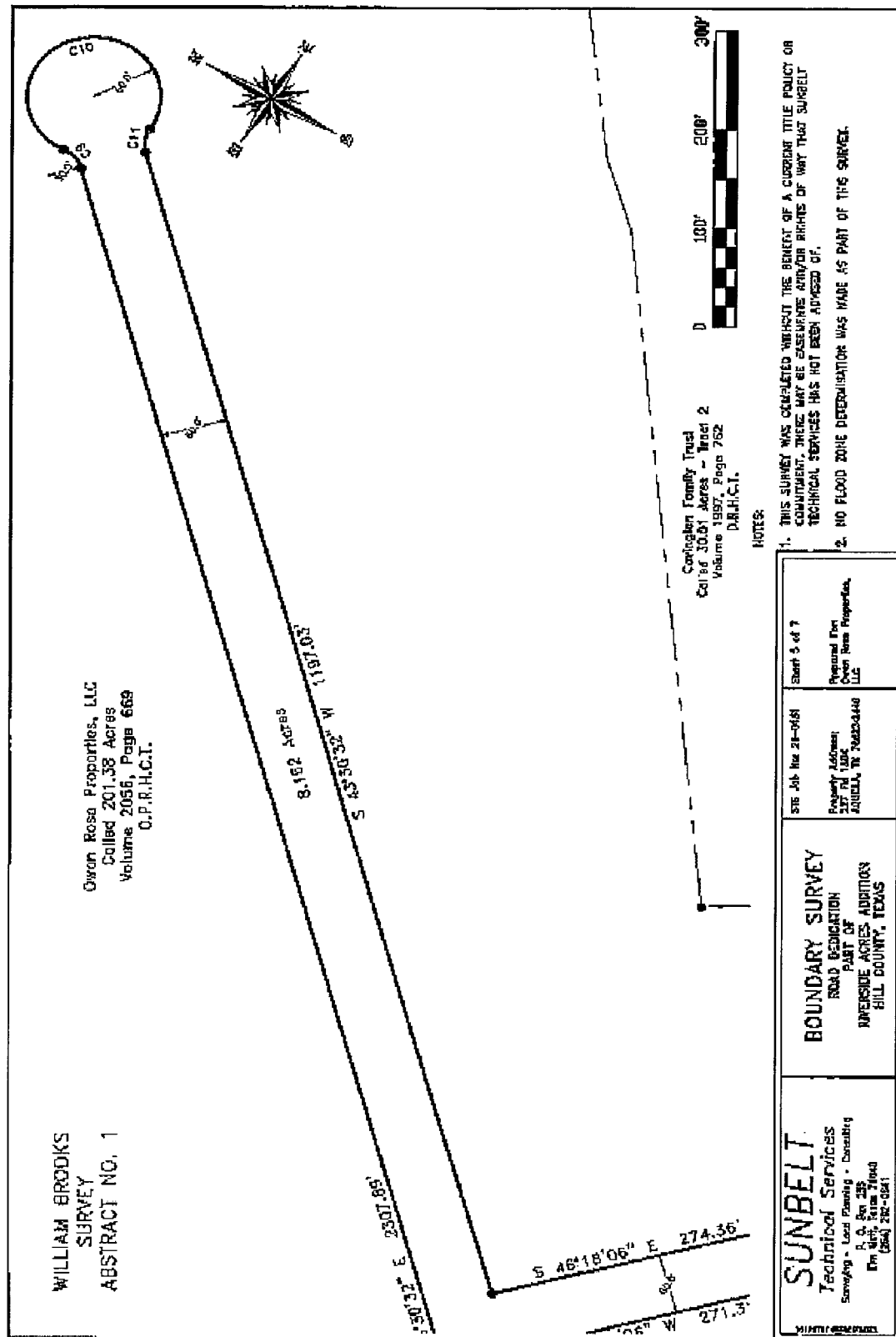
NOTES:

1. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A CURRENT TITLE POLICY OR COMMITMENT. THERE MAY BE EASEMENTS AND/OR RIGHTS BY WAY THAT SUNDT TECHNICAL SERVICES HAS NOT BEEN ADVISED OF.
2. NO FLOOD ZONE DETERMINATION WAS MADE AS PART OF THIS SURVEY.

<p>SUNBELT Technical Services Surveying • Land Planning • Consulting P. O. Box 352 Elgin, Texas 79020 (800) 523-0541</p>	<p>BOUNDARY SURVEY ROAD DEDICATION PART OF RIVERSIDE ACRES ADDITION HILL COUNTY, TEXAS</p>	<p>STW Job # SW 11-0141 Property Address: 227 FM 1304 AQUILA, TX 79622-8440</p>	<p>Sheet 2 of 7 Prepared For: Owen Rose Properties, LLC</p>
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DESCRIPTION**STATE OF TEXAS
COUNTY OF HILL**

BEING all that tract of land in Hill County, Texas, out of the WILLIAM BROOKS SURVEY, ABSTRACT NO. 1, and being part of that called 201.38 acres of land described in a deed to Owen Ross Properties, LLC, recorded in Volume 2050, Page 689 of the Official Public Records of Hill County, Texas, and being further described as follows:

COMMENCING at a 1/2 inch steel rod set marked "RPLS 6176" in the North line of E. M. Highway 1304, at the Southeast corner of said 201.38 acres, of the Southwest corner of that called 27.32 acres of land described in a deed to Robert M. Shewell, recorded in Volume 716, Page 243 of the Deed Records of Hill County, Texas; THENCE South 55 Degrees 45 minutes 11 seconds West, a distance of 505.40 feet to a 1/2 inch steel rod set marked "RPLS 6176" in the North line of E. M. Highway 1304, in the East line of a proposed private road for the Point of Beginning;

THENCE South 56 Degrees 46 Minutes 11 Seconds West, a distance of 59.71 feet to a 1/2 inch steel rod set marked "RPLS 6176" in the North line of E. M. Highway 1304, in the West line of said proposed private road;

THENCE across the interior of said 201.38 acres, with the West, North and East lines of said proposed private road, the following courses and distances:

North 31 Degrees 11 Minutes 48 Seconds West, a distance of 34.71 feet to a 1/2 inch steel rod set marked "RPLS 6176";
 Northerly with a curve to the right with an arc length of 136.97 feet, with a radius of 75.18 feet, with a chord bearing of North 15 Degrees 37 Minutes 27 Seconds East, with a chord length of 118.83 feet to a 1/2 inch steel rod set marked "RPLS 6176";
 North 84 Degrees 39 Minutes 02 Seconds East, a distance of 183.51 feet to a 1/2 inch steel rod set marked "RPLS 6176";
 Northerly with a curve turning to the left with an arc length of 418.78 feet, with a radius of 284.95 feet, with a chord bearing of North 12 Degrees 24 Minutes 47 Seconds East, with a chord length of 381.97 feet to a 1/2 inch steel rod set marked "RPLS 6176";
 North 31 Degrees 16 Minutes 15 Seconds West, a distance of 1037.22 feet to a 1/2 inch steel rod set marked "RPLS 6176";
 North 31 Degrees 43 Minutes 41 Seconds West, a distance of 480.04 feet to a 1/2 inch steel rod set marked "RPLS 6176";
 Northerly with a curve to the left with an arc length of 208.43 feet, with a radius of 465.45 feet, with a chord bearing of North 39 Degrees 34 Minutes 12 Seconds West, with a chord length of 208.70 feet to a 1/2 inch steel rod set marked "RPLS 6176";
 North 77 Degrees 03 Minutes 22 Seconds West, a distance of 131.28 feet to a 1/2 inch steel rod set marked "RPLS 6176";
 Northerly with a curve turning to the right with an arc length of 119.01 feet, with a radius of 149.83 feet, with a chord bearing of North 47 Degrees 13 Minutes 07 Seconds West, with a chord length of 115.80 feet to a 1/2 inch steel rod set marked "RPLS 6176";
 North 15 Degrees 34 Minutes 44 Seconds West, a distance of 117.42 feet to a 1/2 inch steel rod set marked "RPLS 6176";
 Northerly with a curve turning to the left with an arc length of 129.57 feet, with a radius of 269.95 feet, with a chord bearing of North 25 Degrees 08 Minutes 48 Seconds West, with a chord length of 128.66 feet to a 1/2 inch steel rod set marked "RPLS 6176";
 North 46 Degrees 18 Minutes 05 Seconds West, a distance of 271.51 feet to a 1/2 inch steel rod set marked "RPLS 6176";
 South 43 Degrees 36 Minutes 32 Seconds West, a distance of 1080.88 feet to a 1/2 inch steel rod set marked "RPLS 6176";
 Southerly with a curve turning to the left with an arc length of 23.23 feet, with a radius of 30.00 feet, with a chord bearing of South 18 Degrees 23 Minutes 41 Seconds West, with a chord length of 24.51 feet to a 1/2 inch steel rod set marked "RPLS 6176";
 Northerly with a curve turning to the right with an arc length of 289.38 feet, with a radius of 80.00 feet, with a chord bearing of North 49 Degrees 28 Minutes 28 Seconds West, with a chord length of 80.03 feet to a 1/2 inch steel rod set marked "RPLS 6176";
 Northerly with a curve turning to the left with an arc length of 23.23 feet, with a radius of 30.00 feet, with a chord bearing of North 47 Degrees 37 Minutes 26 Seconds East, with a chord length of 24.51 feet to a 1/2 inch steel rod set marked "RPLS 6176";
 North 43 Degrees 39 Minutes 32 Seconds East, a distance of 2307.88 feet to a 1/2 inch steel rod set marked "RPLS 6176";
 Northerly with a curve turning to the left with an arc length of 23.23 feet, with a radius of 30.00 feet, with a chord bearing of North 19 Degrees 25 Minutes 41 Seconds East, with a chord length of 24.51 feet, to a 1/2 inch steel rod set marked "RPLS 6176";
 Southeasterly with a reverse curve turning to the right with an arc length of 208.38 feet, with a radius of 80.00 feet, with a chord bearing of South 46 Degrees 28 Minutes 28 Seconds East, with a chord length of 80.03 feet, to a 1/2 inch steel rod set marked "RPLS 6176";
 Southeasterly with a reverse curve turning to the left with an arc length of 23.23 feet, with a radius of 30.00 feet, with a chord bearing of South 67 Degrees 37 Minutes 26 Seconds West, with a chord length of 24.51 feet, to a 1/2 inch steel rod set marked "RPLS 6176";
 South 43 Degrees 36 Minutes 32 Seconds West, a distance of 1197.33 feet to a 1/2 inch steel rod set marked "RPLS 6176";
 South 46 Degrees 18 Minutes 08 Seconds East, a distance of 274.38 feet to a 1/2 inch steel rod set marked "RPLS 6176";

(Old Map Continued)

SUNBELT Technical Services Surveying • Land Planning • Consulting P.O. Box 252 Elm Hill, Texas 75840 (281) 363-0041	BOUNDARY SURVEY ROAD DEDICATION PART OF RIVERSIDE ACRES ADDITION HILL COUNTY, TEXAS	RTR 409 NW 21-0121 Property Address: 622 FM 1304 AGUILA, TX 75825-6440	Sheet 8 of 7 Prepared For: Owen Ross Properties, LLC
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Southeasterly with a curve turning to the right with an arc length of 138.51 feet, with a radius of 359.05 feet, with a chord bearing of South 28 Degrees 34 Minutes 02 Seconds East, with a chord length of 163.67 feet, to a 1/2 inch steel rod set marked "RPLS 8178";
 South 19 Degrees 28 Minutes 44 Seconds East, a distance of 112.52 feet to a 1/2 inch steel rod set marked "RPLS 8176";
 Southeasterly with a curve turning to the left with an arc length of 85.84 feet, with a radius of 89.83 feet, with a chord bearing of South 45 Degrees 33 Minutes 12 Seconds East, with a chord length of 84.37 feet, to a 1/2 inch steel rod set marked "RPLS 8178";
 South 77 Degrees 05 Minutes 22 Seconds East, a distance of 130.32 feet to a 1/2 inch steel rod set marked "RPLS 8176";
 Southeasterly with a curve turning to the right with an arc length of 240.52 feet, with a radius of 325.45 feet, with a chord bearing of South 37 Degrees 41 Minutes 39 Seconds East, with a chord length of 243.65 feet, to a 1/2 inch steel rod set marked "RPLS 8178" in the East line of said 201.38 acres, in the West line of that called 18.53 acres of land described as Tract 1, in a deed to the Covington Family Trust, recorded in Volume 1997, Page 782 of the Deed Records of Hill County, Texas;

THENCE South 31 Degrees 40 Minutes 41 Seconds East, a distance of 437.58 feet to a 1/2 inch steel rod found in the East line of said 201.38 acres, at the Southwest corner of said 18.53 acres, at the Northwest corner of said 27.32 acres;

THENCE South 31 Degrees 15 Minutes 15 Seconds East, a distance of 1036.85 feet to a 1/2 inch steel rod set marked "RPLS 8178" in the East line of said 201.38 acres, in the West line of said 27.32 acres;

THENCE across the interior of said 201.38 acres, generally along the South line of said proposed private road, the following four (4) courses and distances:

Southwesterly with a curve turning to the right with an arc length of 513.55 feet, with a radius of 344.05 feet, with a chord bearing of South 14 Degrees 46 Minutes 12 Seconds West, with a chord length of 487.19 feet, to a 1/2 inch steel rod set marked "RPLS 8178";

South 84 Degrees 38 Minutes 02 Seconds West, a distance of 161.50 feet to a 1/2 inch steel rod set marked "RPLS 8176";

Southwesterly with a curve turning to the left with an arc length of 29.38 feet, with a radius of 15.19 feet, with a chord bearing of South 18 Degrees 28 Minutes 47 Seconds West, with a chord length of 25.00 feet, to a 1/2 inch steel rod set marked "RPLS 8178";

South 31 Degrees 11 Minutes 48 Seconds East, a distance of 80.80 feet to the Point of Beginning, containing 8.182 acres of land.

bearings based on GND North, State Plane Coordinate System, NAD83, Texas Central Zone.

The plat as shown herein was prepared from an on-the-ground survey performed under my supervision on January 16, 2021; there are no visible easements, encroachments or protrusions except as shown herein.

Harold Alexander Taylor
 Harold Alexander Taylor
 Registered Professional Land Surveyor
 Texas Registration No. 8178
 Expires April 24, 2021



SUNBELT Technical Services Surveying • Land Planning • Consulting P. O. Box 233 Fort Worth, Texas 76101 (817) 342-0001	BOUNDARY SURVEY ROAD RECREATION PART OF RIVERSIDE ASSURANCE ADDITION HILL COUNTY, TEXAS	SITS Job No. 21-0121 Property Address: 227 FM 1304 AQUILA, TX 76022-2440	Sheet 7 of 7 Prepared For: Owen Ross Properties, LLC
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PROPOSED AMENDMENTS TO THE DECLARATION OF RESTRICTIVE COVENANTS,
CONDITIONS, AND RESTRICTIONS OF THE RIVERSIDE ACRES SUBDIVISION

The Declaration shall be amended as follows:

Amendment #1

CLAUSES AND COVENANTS, Section C. USE AND ACTIVITIES, 1. *Permitted Use*

- a. Renting of a portion of a Residence or Structure is permitted; however, the POA may revoke the right for all property owner's to rent a Residence or Structure if approved by a 2/3 majority of the property owners entitled to vote

Amendment #2

CLAUSES AND COVENANTS, Section C. USE AND ACTIVITIES, 2. *Prohibited Activities*

- ~~h. the Renting of a portion of a Residence or Structure~~

Amendment #3

CLAUSES AND COVENANTS, Section C. USE AND ACTIVITIES, 2. *Prohibited Activities*

- n. hunting and shooting; except for discharging firearms for protection from a feral hog, snake or other predatorial creature so long as shooting is not in the direction of another person's property or residence and can be done safely.

Amendment #4

CLAUSES AND COVENANTS, Section D. CONSTRUCTION AND MAINTENANCE
STANDARDS, 2. *Residences and Structures*

- d. *Garages.* A residence is not required to have a garage

Amendment #5

CLAUSES AND COVENANTS, Section D. CONSTRUCTION AND MAINTENANCE
STANDARDS, 3. *Building Materials Residences and Structures*

d. *Driveways and Sidewalks*. The driveway must be surfaced with concrete or asphalt to the residence's designated parking area (i.e. garage, or carport) unless otherwise approved by the ACC. The minimum paved driveway length is 40ft.

Amendment #6

CLAUSES AND COVENANTS, Section I. COMMON AREA, 1. *Common Area Easements*

~~a. charge reasonable admission and other fees for the use of the recreational facilities situated on the Common Area, and if an Owner does not pay these fees, the Owner may not use the recreational facilities;~~

Amendment #7

CLAUSES AND COVENANTS, Section I. COMMON AREA, 1. *Common Area Easements*

~~e. grant an easement approved by the Board over the Common Area for utility, drainage, or other purposes; and~~

Amendment #8

CLAUSES AND COVENANTS, Section I. COMMON AREA, 1. *Common Area Easements*

~~d. dedicate or convey any of the Common Area for public purposes, on approval by a vote of majority of the Members at a meeting in accordance with the Bylaws.~~

Amendment #9

CLAUSES AND COVENANTS, Section I. COMMON AREA, 3. *Unauthorized Improvements in Common Area*. An owner may not erect or alter any Structure on, or clear, landscape, or disturb any Common Area except as approved by Owen-Rose Properties LLC.

Amendment #10

DEFINITIONS is amended to read as follows:

“Common Area” means all property within the Subdivision not designated as a Lot on the Plat and that has not been accepted for maintenance by the applicable governmental body. Declarant will convey the Common Area to the Property Owners Association. All Members of the Property Owners Association shall have access to the Common Areas.

Amendment #11

E. PROPERTY OWNERS ASSOCIATION is amended to add item 4, as follows:

4. The Property Owners Association shall maintain all Common Areas, including the streets and roadways as a part of its duties.

Dated this the 14th day of July, 2022.

Owen Rose Properties, LLC

Mark Owen

By: Mark Owen

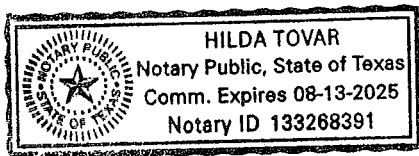
Robert Owen

By: Robert Owen

STATE OF TEXAS

COUNTY OF MCLENNAN

This instrument was acknowledged before me on July 14, 2022 by Mark Owen, a Member of Owen Rose Properties, LLC on behalf of said Limited liability company.



Hilda Tovar

Notary Public, State of Texas

