

WHEN RECORDED RETURN TO:
BLEX EXCHANGE III LP
Attention: Legal Department
945 Bunker Hill, Suite 400
Houston, Texas 77024

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(Space Above For Recorder's Use Only)

**DECLARATION OF RESTRICTIVE COVENANTS OF
SECTION TWO OF THE RIDGEWOOD FARMS SUBDIVISION**

STATE OF TEXAS §
 §
COUNTY OF WASHINGTON §

This Declaration of Restrictive Covenants of the Ridgewood Farms Subdivision (the “**Declaration**”) is made by BLEX Exchange III LP, a Texas limited partnership (“**Developer**”).

WHEREAS, Developer is the owner of that certain real property known as Section Two of the Ridgewood Farms Subdivision, situated in Washington County, containing 117.916 acres of land, more or less, and being more fully described on **Exhibit A** attached hereto, less any portions thereof conveyed or dedicated to the public (the “**Property**”).

AND WHEREAS, the Developer deems it beneficial to the use, occupancy and value of the Property to impose a common plan and scheme of covenants, conditions, restrictions applicable thereto.

NOW, THEREFORE, the Developer hereby adopts, establishes and imposes the following easements, restrictions, covenants and conditions (collectively, the “**Restrictive Covenants**”) and declares that the Property will be held, transferred, sold, conveyed, occupied, and enjoyed subject to the Restrictive Covenants set forth in this Declaration, all of which shall run with the land, as such Declaration may hereafter be amended and supplemented.

ARTICLE I

DEFINITIONS

1.01 “**ACC**” means the Architectural Control Committee established in this Declaration, as further set forth in Section 2.08 below.

1.02 “**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.

1.03 “**Board**” means the Board of Directors of the Property Owners Association.

1.04 “**Bylaws**” means the Bylaws of the Property Owners Association adopted by the

Board.

1.05 **"Common Area"** means (a) all areas within the Subdivision designated on the Plat or in this Declaration as common area or easement areas for the benefit of the Property Owners Association or the Owners as set forth herein or on the Plat, including, without limitation, signage improvements, landscaping features, entry features, and similar improvements, and (b) any real or personal property owned, leased, or maintained by the Property Owners Association for the common use and benefit of the Owners. During the Development Period, Developer may, but shall not be obligated to, convey or assign any such areas or improvements to the Property Owners Association, and following such conveyance, such areas or improvements shall be maintained by the Property Owners Association as Common Area.

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

1.07 **"Developer"** means BLEX Exchange III LP, a Texas limited partnership and any successor that acquires all unimproved Lots owned by Developer for the purpose of development and is named as successor in a recorded document. "Developer" as used herein shall have the rights and responsibilities of a "Developer" and a "Declarant" under the Texas Property Code.

1.08 **"Dedictory Instruments"** means this Declaration and the Certificate of Formation, Bylaws, and Rules of the Property Owners Association, and standards of the ACC, as maybe be amended from time to time.

1.09 **"Development Period"** shall mean the period during which Developer reserves the right to facilitate the development, construction, and marketing of the Subdivision. The Development Period will exist until December 31, 2037, or as long as Developer owns any part of the Property subject to the provisions of this Declaration, whichever period is longer, unless Developer terminates the Development Period on an earlier date by an instrument duly executed by Developer and recorded in the Official Records of Washington County, Texas.

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

1.11 **"Lot"** and **"Subject Property"** shall mean and refer to each of the lots shown on the Plat for the property subject to the provisions of this Agreement.

1.12 **"Majority of the Owners"** shall mean the Owners of not less than fifty percent (50%) of the Lots comprising the Subdivision at the time of filing such instrument with the County Clerk of Washington County, Texas, such that if an Owner owns more than one Lot, such Owner receives an equal number of votes as the number of Lots owned.

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

performance of an obligation.

1.14 **"Plat"** shall mean and refer to the plat for Section Two of the Ridgewood Farms Subdivision recorded in Plat Cabinet File 898B of the Plat Records of Washington County, Texas, the plat for each other subdivision annexed and made a part of the Subdivision, if any, and any amending plat, replat or partial replat of any such plat.

1.15 **"Property Owners Association"** shall mean the Ridgewood Farms Property Owners Association, a Texas nonprofit corporation.

1.16 **"Residence"** shall mean the definition assigned in Section 2.01 below.

1.17 **"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.

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

1.19 **"Subdivision"** shall mean and refer to the aggregate of all of the real property subject to the provisions of this Declaration, and all land subject to the provisions of this Declaration in the future pursuant to an annexation instrument or by a supplemental Declaration duly executed and recorded in the Official Records of Washington County, Texas. Developer reserves the right to facilitate the development, construction, and marketing of the Subdivision throughout the Development Period.

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

ARTICLE II

USE RESTRICTIONS

2.01 **Residential Purposes.** Except as herein expressly provided to the contrary, every Subject Property located within the Subdivision shall be used for single family Residential Purposes only, and no building or structure shall be erected, altered, or placed on any Subject Property other than one detached single family dwelling, a private garage for automobiles and equipment of the occupant, and barns and such other similar outbuildings permitted herein as may be suitable for use in connection with a residence in a semi-rural subdivision environment.

The term **"Residential Purposes"** and/or **"Residence"** as used herein:

(a) Shall mean that no Owner of a lot shall occupy or use his lot or building thereon, or permit the same or any part thereof to be occupied or used for any purpose other than as a private

single-family residence for the Owner, his family, guests, and tenants, and no retail or commercial use shall be made of the same, or any portion thereof.

Notwithstanding the foregoing, an Owner may use his home for his own private, professional use as long as such use does not supersede the primary use of the home as a residence or conflict with the intent of the Developer to have a primarily and essentially residential community. This exception to strictly residential use shall be narrowly defined and strictly enforced. In no way shall a use which requires repair, production or manufacturing of any item or has any visibility or noise whatsoever evident from the exterior of the home be permitted.

(b) Shall mean that farm animals and domestic pets are permitted within the limitations set forth herein; but nothing herein contained shall ever be construed so as to permit the keeping of animals and pets where such keeping (1) is or may become a nuisance or obnoxious to the occupants of neighboring property, or (2) is or may become a hazard to the health, welfare and well-being of the Owners in the Subdivision. All animals are to be kept penned and/or pastured and their habitation kept clean and odorless. Commercial breeding and/or feeding operations are prohibited. Shelters and pens are to be kept within the designated building set back lines and will not be constructed between a main residence and roadway.

The number of animal units will be limited to the following: [i] large animal, (horse, cow, etc.) — one (1) per three (3) acres, excluding one (1) animal unit per acre for residence; and, [ii] small animal (sheep, goat, etc.) — two (2) animal units per acre excluding one (1) acre for residence. One (1) animal unit is defined as a mother and her unweaned offspring. Poultry and pork are permitted for personal consumption and/or bona-fide FFA or 4H projects and are limited to two (2) fowl per acre and two (2) piglets per lot (as originally platted). Animals raised for personal consumption of meat, milk or eggs will be subject to the animal unit limitation per acre. Guinea fowl, peacocks and other noisy fowl are prohibited. Pets shall not be permitted to roam freely.

(c) Shall mean that all exterior improvements, including residences, garages, barns, outdoor lighting and mailboxes must be completed in a reasonable length of time. It is stipulated that a reasonable length of time for the completion of the exterior part of improvements, residences or other structures is fourteen (14) months from the date the slab or foundation is poured or installed.

(d) Shall mean that no barn nor any other outbuilding shall be larger (in square footage of covered area) than one hundred fifty percent (150%) of the footprint of the primary residence dwelling located on such Subject Property, unless the ACC approves a larger size.

(e) Shall mean that all fencing shall be maintained in a neat repaired manner.

2.02 Minimum Square Footage and Maximum Allowance Height; Combining of Lots. Any residence constructed in the Subdivision shall be new construction with the exception of such decorative accessories as are customarily used by builders in the construction of new residences. Unless otherwise approved by the ACC (defined below), all residences shall contain not less than two thousand three hundred fifty (2,350) square feet of living area (with not less than

2,000 square feet of living area on the ground floor, exclusive of porches, breezeways, patios and garage). Unless otherwise approved by the ACC, the width of each home must be at least sixty feet (60'), excluding a garage. Any garage shall be at least a two-car garage, but additional garages beyond the first garage may be single car. No residence constructed in the Subdivision may exceed a reasonable height required for two and one-half (2-1/2) stories of living space (above finished grade) plus a pitched roof, unless otherwise approved by the ACC. Any permitted servant's quarters and "mother-in-law" home must be constructed and designed in a manner consistent with the main residence. Except as set out below regarding ancillary servant's quarters and "mother-in-law" homes, only one residence shall be constructed or permitted to exist on each Subject Property. However, in addition to the primary residence, it shall be permissible for outbuildings located on a Subject Property to be used for occupancy by domestic servants employed upon that Subject Property ("servant's quarters"), and detached or ancillary "mother-in-law" homes are also permitted. No duplexes or other multi-family structures shall be permitted on any Subject Property. Any person owning two or more adjoining platted lots or tracts may consolidate such lots into a building site, with the privilege of constructing improvements thereon in accordance with the terms hereof; and all set backs and related rules shall be construed as if the combined lots were a single lot within the Subdivision. Such Owner owning two or more adjoining lots may file a notice in the Official Records of Washington County, Texas, of such intent to consolidate; and in that case, the easements reserved hereby will only apply to the perimeter of the combined lots. Provided however, in the event there are any existing drainage facilities or utility infrastructure affecting the interior lot lines between the combined lots, the consolidating owner, must relocate the same to the perimeter at the sole cost and expense of such owner.

2.03 Temporary Structures, Other Non-Permitted Structures. No mobile home, manufactured home or manufactured housing, camper, motor home, travel trailer, boat, car, bus, boxcar, structure of a temporary character, tent, shack, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently; nor, shall any used residence or other used structure be moved onto any lot. Servant's quarters or an ancillary guest house may be used as a temporary residence for up to one year while the main residence is under construction. During the development and sales period of the lots, the Developer may erect and maintain such structures as is customary in connection with such development and sale of such lots, including, but without limitation, a business office, storage areas, construction yards, signs, model units, and sales offices. This provision shall not operate or be construed to prohibit the incorporation of servant's quarters or a guest house as a part of a barn which is otherwise constructed in accordance with these restrictions.

2.04 Sewage. All residences constructed in the Subdivision shall have inside toilets and inside plumbing attached to septic tanks or other sewage or waste disposal systems approved by an appropriate governmental entity prior to connection thereto. There shall be no cesspools in the Subdivision and no drainage of sewage waste of any type into ditches, lakes, or roads. Each lot owner shall install and maintain his/her own private septic system in accordance with all government regulations.

2.05 Utilities. All utility service lines serving a Residence or other improvements on a Lot, including, without limitation, electrical service, propane lines, and similar utility connections, shall be installed underground, unless otherwise approved in writing by the ACC. All propane

tanks shall be buried underground or otherwise fully screened from view in a manner approved by the ACC. The location, installation, and screening of all utility equipment shall be subject to prior approval by the ACC.

2.06 Lakes, Ponds, etc. Individual ponds may be constructed on a Subject Property so long as they are maintained, do not become stagnant or such as may foster the breeding of mosquitos, and do not interfere with the existing or planned drainage of the Subdivision. No dam or lake may be constructed which results in the impounding of water on an adjoining Owner's property unless consented to in writing by the adjoining land Owner; such consent shall be placed of record in the real property records of Washington County, Texas. This later provision shall operate to permit two or more adjoining Owners, by mutual consent, to construct a pond or lake which lies partially on multiple tracts of land. To the extent that any lot currently has an existing pond(s), all maintenance requirements contained herein apply.

2.07 Set-Back Lines. Subject to the right to consolidate two or more adjoining platted lots as provided herein, unless otherwise shown on the Plat, no residence, building or structure of any type shall be located on any lot nearer than (i) fifty feet (50') to the common street lot line; (ii) twenty-five feet (25') from the side lot lines; or (iii) twenty-five feet (25') from the rear lot line. No other building, i.e., servant's quarters, detached garages, barns sheds and other outbuildings shall be located nearer to the front of the lot than the Residence. Removal or trimming of trees, brush or any other vegetation within the native vegetation buffer on the Lot is expressly prohibited except necessary for any public utility easements, or with ACC approval.

2.08 Architectural Control Committee.

(a) The Architectural Control Committee (the "ACC") shall operate under the provisions of these Restrictive Covenants and shall be responsible for review and approval of the Residence exterior elevations and color(s) of paint and color impregnation proposed to be used on the exterior of a Residence, any part thereof and/or other improvement of any type on a Lot (expressly including structures, fences, gates, etc.) (earth-tone colors, as determined in the discretion of the ACC are generally acceptable) (the "Plans"). The ACC shall also be responsible for monitoring compliance with the provisions of these Restrictive Covenants relating to architectural control. The ACC may approve or disapprove Plans in its reasonable discretion, including for aesthetic considerations, and its decisions shall be binding absent arbitrary or capricious action.

(b) The ACC shall be composed of up to three (3) members. The initial ACC members shall be Jason Tedrick, Randy Hodde, and Stephen Mendel. During the Development Period, Developer has the exclusive right to appoint all three (3) members of the ACC and may appoint, replace, remove, and reappoint any or all members of the ACC, with or without cause, and to fill any vacancies. After the expiration of the Development Period, or at such earlier time as Developer may elect in its sole discretion by written notice to the Property Owners Association, new members of the ACC will be appointed by a vote of the majority of the Owners at a meeting to be held by the Owners, each Owner being entitled to one (1) vote per Lot owned. As long as Developer has the authority to appoint members of the ACC, members of the ACC may, but need not be, an Owner. After Developer's authority to appoint members of the ACC ceases (whether upon

expiration of the Development Period or earlier election by Developer), members of the ACC must be an Owner.

(c) Members of the ACC appointed after the Development Period may be removed at any time by a majority of the Owners, and will serve for a one (1) year term or until the next election members, or until resignation or removal by the Owners. Any changes in the membership of the ACC after the Development Period shall be provided to each Owner in writing at the address of their lot. If all members of the ACC have resigned, within ninety (90) days of the resignation of all ACC members, either a majority of the Owners shall vote to appoint the new members of the ACC or the ACC shall be dissolved. A successor to a member of the ACC shall have all of the powers of the member he replaces. A majority of the ACC may designate a representative to act for it and to perform any function which the ACC as a whole could perform; provided however, that the appointment or removal by the ACC of such a representative shall be by instrument in writing and notice provided to each Owner at the address of their lot. Neither the members of the ACC nor its designated representatives shall be entitled to any compensation for services performed pursuant to these Restrictive Covenants. The ACC's approval of the Plans shall be in writing and shall be signed by at least two (2) members of the ACC or by the duly designated representative of the ACC.

(d) Compliance and Referral. The ACC shall have the authority to review and approve Plans and to monitor compliance with the provisions of this Declaration relating to architectural control. In the event of a violation, the ACC may notify the Property Owners Association of such violation for enforcement. In addition, the ACC may issue written notices of noncompliance to an Owner and may require the Owner to cure such noncompliance within a reasonable period of time specified by the ACC. If the Owner fails to cure such noncompliance within such period, the matter may be referred to the Property Owners Association or Developer for further enforcement. The ACC shall not have the authority to levy fines or initiate legal proceedings unless expressly authorized by the Board or Developer. The ACC shall not have the authority to levy fines or independently initiate enforcement proceedings unless expressly authorized by the Board or Developer.

(e) Limitation of Liability. Neither the ACC nor any member thereof shall be liable to any person for any action taken or not taken in good faith in connection with the approval or disapproval of any Plans.

2.09 Requirements Regarding ACC Approval of Improvements; Construction Commencement and Completion Requirements.

(a) Requirements Regarding ACC Approval of Improvements. No improvements shall be constructed, erected, or placed on any Lot, nor shall exterior additions and alterations therein be made, unless and until (i) Plans have been submitted in writing to the ACC by an Owner, and (ii) such Plans have been approved in writing by the ACC. Any changes to the Plans after construction, any repainting, and the color scheme for any new improvement or addition to the Residence or other improvement on a Lot must also be approved in writing by the ACC. The ACC shall have the right, free of charge, to retain one (1) copy of an Owner's final working Plans. In the event that the ACC fails to approve or disapprove of such Plans within thirty (30) days after they have been submitted to the ACC for approval, approval thereof shall not be required and the

provisions of this Section 2.08 shall be deemed fully satisfied. Where any Owner has neglected to submit Plans for approval, failure of the ACC to exercise the powers granted by this provision shall never be deemed a waiver of the right to do so either before or after a building or other improvement on any lot, or any exterior addition to or alteration thereof, has been completed.

(b) Construction Commencement and Completion Requirements. No improvements shall be commenced, constructed, erected, or placed on any Lot, nor shall any exterior additions, alterations, repainting, or changes in color scheme be made, unless and until (i) Plans have been submitted in writing to the ACC by an Owner, and (ii) such Plans have been approved in writing by the ACC. The ACC shall have the right, free of charge, to retain one (1) copy of an Owner's final working Plans. In the event the ACC fails to approve or disapprove such Plans within thirty (30) days after submission, such Plans shall be deemed approved. Failure of the ACC to exercise its authority shall not be deemed a waiver of the requirement for approval.

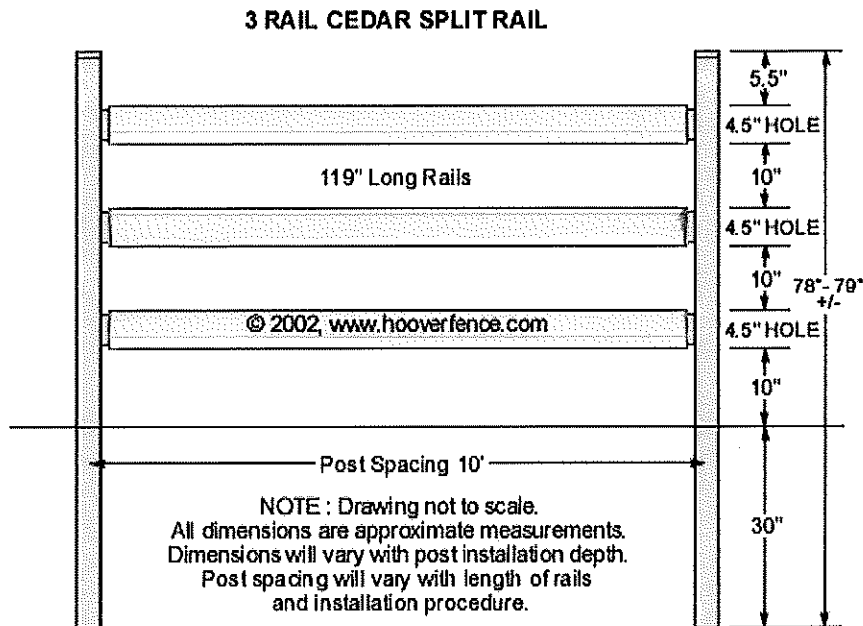
Upon commencement of construction of a primary residence on any Lot, the Owner shall diligently pursue such construction to completion and shall substantially complete such construction within fourteen (14) months after commencement. For purposes hereof, "substantial completion" means that the primary residence is capable of lawful occupancy and use as a residence, with all exterior construction completed, including roofing, exterior walls, windows, doors, driveways, and all exterior finishes. All other exterior improvements, including garages, barns, accessory structures, outdoor lighting, and mailboxes, shall also be completed within such fourteen (14) month period. Owner shall not unreasonably delay or suspend construction following commencement.

Failure to complete construction within the required time period shall entitle the Developer and/or the Property Owners Association, in accordance with applicable law and subject to required notice and hearing procedures, to impose fines in an amount not to exceed \$100.00 per day and/or to seek injunctive relief to enforce compliance, together with recovery of reasonable attorneys' fees and costs. The Developer and/or the Property Owners Association may grant written extensions for reasonable cause, including extreme weather, labor shortages, or other circumstances beyond the Owner's control.

2.10 Walls, Fences and Hedges. As part of the common scheme and plan, Developer may install three (3) rail split rail fence along all or a part of the road frontage on Baranowski Rd. Owners are required and must maintain the split rail fencing that is on the side property line of their lots, from corner to corner of their side property lines.

The fence is built on the front property line of each lot travelling down the front of each lot from property line to property line. Fence is constructed of treated cedar posts and rails. When repairs are made it must be done with the exact dimensions as the existing split rail fence with the exact same/type of materials and color.

The specification is shown below



There is no requirement to build a fence on lot line or road frontage. However, if the Owners of a lot(s) decide to build a fence along the road frontage, then fencing **MUST** be the same three (3) rail, split rail fence that is described above or equivalent.

Any other privacy walls, fences, or hedges that obstruct views of the Lots shall be approved by the ACC prior to commencing construction. Any privacy walls, fences, or hedges erected on a Lot by Developer, or its assigns, shall pass ownership with title to the Lot, and it shall be Owners of the Lot's responsibility to maintain said walls, fences, or hedges thereafter. Hurricane-type or chain-link fences are strictly prohibited and forbidden, and no variance for same will be granted.

Except as set forth above, no Owner shall be required to fence; however, in the event an Owner chooses to fence his property, the following provisions shall apply: All perimeter fencing and cross fencing, excluding Yard Fencing as defined below, shall be constructed, maintained and replaced, in a good and workmanlike manner and kept in attractive appearance. Such fencing shall be constructed of materials of the Owner's choosing. Provided, however, in no event shall such fencing consist of razor wire, hurricane or chain link materials or be constructed in a "game proof" manner (but fencing in close proximity to a residence which encircles or partially encircles the yard of a residence may be game-proof).

2.11 Utility Easements. Easements for constructing, maintaining, and repairing a system for light and power, telephone, and cable television service to the Subdivision and the inhabitants thereof, for the purposes incident to the development and use of said Subdivision as a suburban community are reserved as shown on the Plat. To the extent preexisting utility infrastructure is present on any lot, the Owner of such lot may, with the consent of the utility provider, relocate the same upon and across such lot.

2.12 Entries, etc. Orientation of the residence on a lot shall be such that the elevation facing the road frontage of the lot must not appear to be the rear elevation and that any garage shall not be front facing (except for garages set back from the front elevation of the residence, which may be front facing if sufficiently far enough back in the determination of the ACC). All entries, driveways, sidewalks, circle driveways, etc. which cross drainage ways will be across an approved culvert as determined by Washington County, Texas, or other appropriate governmental authority, and each Owner shall be responsible for obtaining his or her own permission, permits and other required approvals for entry ways from any and all governing bodies having jurisdiction thereof. No Owner may disturb the drainage or water flow of the Subdivision blocking or impeding it in any manner. Furthermore, it is the Owner's responsibility to maintain and keep clean the drainage ways and culverts associated with his lot.

2.13 Plat Controlling. All setbacks, easements, building lines and other similar and dissimilar requirements, rules and restrictions shown on, described on, or depicted by the Plat are hereby incorporated herein by reference for all purposes. In the event of any conflict between the terms of this Declaration and the Plat, the provisions and terms contained in the Plat shall be controlling.

2.14 Reservation of Easements, etc. All easements, accessways and rights of way shown on the Plat or otherwise are hereby reserved and confirmed for the use and benefit of the Developer (or others as may be expressly referred to herein), and their respective heirs, successors and assigns.

2.15 Noxious, Illegal or Offensive Activities. No activities which violate any rule, regulation or law of any governing body having jurisdiction shall be permitted on any Subject Property, nor shall anything be done or maintained thereon which may be or may become a nuisance. Each Owner or occupant of a Subject Property shall keep the Subject Property clean and free of trash, automobile and machinery salvage and parts, and shall maintain improvements in a reasonably good state of repair. No obnoxious or offensive activity may be carried on or conducted in the Subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to adjoining Owners.

2.16 Obstruction of Streets, etc. No building material of any kind or character shall be placed in the streets, it being expressly understood and agreed that all building materials to be used in the construction of buildings in the Subdivision shall be placed within the property lines of the Subject Property on which the delivery is made.

2.17 Signs. No signs, billboards, posters, or other advertising devices of any kind shall ever be erected on any Subject Property in the Subdivision except the monument sign(s) located on the "Sign & Landscape Easement" on the Plat for the Subdivision or a "For Sale" sign which shall be dignified and in keeping with the attractiveness of the Subdivision and shall be kept well painted and maintained. This provision shall not apply to nor operate to prohibit the display of small signs evidencing support for a political candidate for a reasonable period of time prior to an election.

2.18 Dumping & Trash Containers.

(a) No trash, ashes, garbage, or other refuse may be thrown or dumped on any Subject Property in the Subdivision. No Subject Property shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers.

(b) All trash containers, dumpsters or any other object or receptacle holding or storing trash must be kept out of sight of all public or private roads surrounding or going through the Subject Property. Storing or placing containers, dumpsters or any other object or receptacle holding or storing trash at or near the road frontage is strictly prohibited. Movable trash containers may be put at the entrance of a lot near the road the night before or morning of a scheduled trash pickup day by a hired garbage company. Any movable containers shall be removed from the road area and Easement Area the same day of trash pickup.

2.19 Mowing. Grass and weeds on each Subject Property must be kept mowed at regular intervals or as may be necessary to maintain the same in a neat and attractive manner. The Owner of each Lot shall also at the same time mow grass and weeds between the property line of their Lot and the pavement of any adjoining public road (even if outside the fence line), unless prohibited by applicable law.

2.20 Storage and Repair of Vehicles and Related Matters. No repair work, dismantling or assembling of motor vehicles or any machinery or equipment shall be done in any street or in areas visible from the street or adjoining properties. No boat, luggage trailer, travel trailer, cattle trailer, or any other trailer, or motor home is to be parked on any tract for more than seven (7) days unless said trailer is stored in an enclosed garage, barn, carport or designated storage area behind the house, or out of sight from the road and adjoining Owners.

2.21 Swimming Pools. No above ground pool, other than a temporary toddler's pool, no taller than 18 inches, shall be placed on lot unless completely enclosed by a privacy fence or otherwise sufficiently screened from public view and the view of other Lots in the determination of the ACC.

2.22 Re-Subdivision. Except for the Developer, no Owner shall be entitled to re-subdivide the same into smaller lots or parcels without the express prior written consent of all of the then surface Owners of the Subdivision being first obtained (which such consent need not be given). In the unlikely event that the written consent of 100% of the non-developer owners of the Subdivision is obtained, then each lot so properly subdivided and platted in accordance with the rules and laws of Washington County and the State of Texas shall be a Subject Property under the terms hereof.

2.23 Minerals Operations. No oil, gas or other mineral drilling, development operations, refining, quarry, or mining operations of any kind shall be conducted or permitted upon or in any lot. No wells (excluding water wells and septic tanks), tanks, tunnels, mineral excavation, or shafts shall be conducted or permitted upon or in any lot. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

ARTICLE III

EASEMENTS AND MAILBOXES

3.01 Signage and Landscaping Easement. Developer reserves the sign and landscaping easement(s) shown on the Plat (the “**Sign and Landscaping Easement**”) for the installation, maintenance, replacement, repair, upgrade and removal of entrance signage and landscaping, including, without limitation, a monument sign and entry posts, walls, windmill, trees, plants, grass, organic material, mulch, irrigation systems and the like (collectively, the “**Signage and Landscaping**”). There is hereby created a perpetual, non-exclusive easement upon, across, over and under that certain area described as the “**Sign & Landscape Easement**” on the Plat (the “**Easement Area**”) for ingress and egress for the purpose of installing, replacing, repairing and maintaining the Signage and Landscaping.

The Sign and Landscaping Easement is appurtenant to, runs with and inures to the benefit of all or any portion of the Property, whether or not the Sign and Landscaping Easement is referenced or described in any conveyance of all or such portion of the Property. The Sign and Landscaping Easement is for the benefit of Developer and Developer’s heirs, successors, and assigns who at any time own any interest in the Property. There shall be no fencing permitted within the Easement Area.

During the Development Period, Developer shall have the right, but not the obligation, to install, maintain, repair, replace and operate the Signage and Landscaping, and may, in Developer’s sole discretion, retain, employ or contract with any person, firm or entity (including a property management company or landscaping contractor) to perform such work, upon such terms as Developer deems appropriate.

Following the Development Period, or, at Developer’s sole election, at any time during the Development Period, the Signage and Landscaping, and the Sign and Landscaping Easement, shall transfer and convey to the Property Owners Association, and same shall then become part of the Common Area to be maintained by the Property Owners Association. From and after such transfer, the Property Owners Association shall have the obligation, to maintain, repair, replace and operate the Signage and Landscaping, and may retain, employ or contract with any person, firm or entity (including a property management company) to perform such services upon such terms as the Property Owners Association deems appropriate, and the costs thereof shall be funded through Assessments.

3.02 Mailboxes. Each Owner shall be solely responsible, at such Owner’s cost and expense, for the purchase, installation, repair, replacement, and maintenance of a mailbox serving such Owner’s Lot. All mailboxes must comply with applicable United States Postal Service requirements and shall be of a standard design approved by the ACC. The design, location, and installation of each mailbox shall be submitted to and approved by the ACC prior to installation.

3.03 Additional Easements. Developer reserves the right to impose further restrictions and dedicate additional easements and roadway rights of way by instrument recorded in the Official Records of Washington County, Texas or by express provisions in conveyances, with respect to lots that have not been sold by Developer.

ARTICLE IV

PROPERTY OWNERS ASSOCIATION

4.01 **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.

4.02 **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.

4.03 **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. The Property Owners Association has two classes of voting Members:

(a) **Class A.** Class A Members are all Owners, other than Developer. Class A Members have one vote per Lot. When more than one person is an Owner, each is a Class A Member, but only one vote may be cast for a Lot.

(b) **Class B.** The Class B Member is Developer and has three votes for each Lot owned by Developer. The Class B Membership ceases and converts to Class A Membership on the earlier of:

(i) when the Class A Members' votes exceed the total of Class B Member's votes
or

(ii) such earlier date as determined by Developer in its sole discretion, or upon termination of the Development Period.

4.04 **Board Control During Development Period.** Notwithstanding anything to the contrary, during the Development Period, Developer shall have the right to appoint and remove all members of the Board.

4.05 Assessments:

(a) **Authority.** The Property Owners Association may levy Assessments to promote the health, safety, and welfare of the residents in the Subdivision, including, without limitation, to fund the operating expenses of the Property Owners Association, to enforce the Dedicatory Instruments, and to maintain, repair, replace, and operate the Common Area, including any easement areas, signage, landscaping, entry features, and other improvements benefiting the Subdivision

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

(c) **Creation of Lien.** Assessments, together with interest, late charges, costs, and

reasonable attorneys' fees, shall be secured by a continuing lien on each Lot. Such lien is hereby reserved by Developer and 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 the payment of all Assessments and related charges. The lien shall be enforceable by non-judicial foreclosure to the fullest extent permitted by law.

(d) **Commencement.** A Lot becomes subject to Assessments on conveyance of the Lot by Developer.

(e) **Regular Assessments:**

(i) **Rate.** Regular Assessments are levied annually by the Board to fund the anticipated operating and maintenance expenses of the Property Owners Association. The initial Regular Assessment is \$500.00 per Lot per year, unless and until changed by the Board in its sole discretion.

(ii) **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.

(iii) **Collections.** Regular Assessments shall be collected annually in advance and shall be due and payable on January 1 of each year, or on such other date as may be determined by the Board.

(f) **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, or for any other purpose benefiting the Subdivision, including those relating to the Common Area. Special Assessments must be approved by the Members. Written notice of the terms of the Special Assessment will be sent to every Owner.

(g) **Approval of Special Assessments.** Any Special Assessment must be approved by a majority of the Voting Members present at a meeting at which a quorum is present, in accordance with the Bylaws.

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

(i) **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.

(j) **Delinquent Assessments.** Any Assessment not paid within 30 days after it is due is delinquent and shall be subject to late charges, interest, and all other remedies available to the Property Owners Association.

4.06 **Remedial Rights:**

(a) **Late Charges and Interest.** Any delinquent Assessment shall be subject to a late charge equal to ten percent (10%) of the delinquent amount and shall accrue interest at a rate of ten percent (10%) per annum, or such other amounts as may be established by the Board from time to time, in each case to the fullest extent permitted by law.

(b) **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.

(c) **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.

(d) **Remedy of Violations.** The Property Owners Association may levy a fine against an Owner for a violation of the Dedicatory Instruments. The amount of fines shall be established, and may thereafter be amended, by the Property Owners Association.

(e) **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 applicable law.

(f) **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 applicable law.

4.07 **Common Area:**

(a) **Maintenance and Control.** The Property Owners Association shall have the right, but not the obligation, to maintain, repair, replace, and operate the Common Area, including, without limitation, any signage, landscaping, entry features, and improvements located within easement areas for the benefit of the Subdivision. The Property Owners Association may retain, employ or contract with any person, firm or entity (including a property management company or landscaping contractor) to perform such work, upon such terms as the Property Owners Association deems appropriate.

(b) **Access and Easements.** The Property Owners Association, its agents, and contractors are granted a perpetual right of ingress and egress over the Common Area and any applicable easement areas for purposes of inspection, maintenance, repair, replacement, and operation of the Common Area.

(c) **No Individual Ownership Rights.** No Owner shall have any ownership interest in the Common Area; however, each Owner shall have a non-exclusive right to the benefit of the Common Area, subject to the Dedicatory Instruments.

(d) **Delegation.** The Property Owners Association may contract with any person or entity to perform its obligations with respect to the Common Area.

ARTICLE V

GENERAL PROVISIONS

5.01 **Binding Nature; Enforcement.**

(a) Binding Nature. The grants, rights, covenants, conditions, and restrictions contained in this Declaration shall run with and bind the land, and shall inure to the benefit of, and be binding upon the Owners of each Subject Property and their respective legal representatives, heirs, successors, and assigns.

(b) Enforcement. In addition to other enforcement provisions set forth herein, the Developer and the Property Owners Association shall have the right to enforce by any proceeding at law or equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Developer or the Property Owners Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

5.03 **Corrections.** For so long as the Developer is an Owner in the Subdivision, the Developer shall have and reserves the right any time and from time to time, without the joinder or consent of any other party, to amend this Declaration by any instrument in writing duly signed, acknowledged, and filed of record in the Official Records of Washington County, Texas for the purpose of correcting any typographical or grammatical error or any ambiguity or inconsistency appearing herein. Thereafter, such rights of amendment for such purposes shall be vested in the Board, provided that any correction must not impair or affect a vested property right of any Owner.

5.04 **Amendment.**

(a) **By Members.** Except as otherwise provided herein, this Declaration may be amended by the approval of not less than sixty-seven percent (67%) of the Voting Members of the Property Owners Association. An instrument reflecting such amendment shall be executed by the Property Owners Association and recorded in the Official Records of Washington County, Texas.

(b) **By Developer During Development Period.** Notwithstanding anything to the contrary, during the Development Period, Developer may amend this Declaration unilaterally, without the consent of any other Owner or the Property Owners Association.

(c) **Limitations.** No amendment shall (i) remove, limit, or modify any rights of Developer without the prior written consent of Developer, or (ii) impair the lien for Assessments or the ability of the Property Owners Association to collect Assessments.

(d) **Consent of Mortgagees (Optional).** If required by applicable law or by any recorded instrument affecting the Subdivision, the approval of certain mortgagees may be required for an amendment to this Declaration.

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

5.06 **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.

5.07 **Notices.** All notices shall be in writing and shall be given as required or permitted by the Dedicatory Instruments or by applicable 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.

5.08 **Annexation of Additional Property.** During the Development Period, Developer shall have the right, but not the obligation, to annex additional real property into the Subdivision by recording an instrument in the Official Records of Washington County, Texas, subjecting such property to this Declaration. Thereafter, annexation of additional property shall require the approval of the Board and not less than fifty percent (50%) of the Voting Members in accordance with the Bylaws.

5.09 **Choice of Law, Jurisdiction and Venue.** This Declaration is governed by the laws of the State of Texas. Jurisdiction and venue for any dispute arising out of this Declaration shall lie in the District Courts of Washington County, Texas.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the undersigned, being Developer herein, has executed this Declaration on the 23 day of June, 2026, to become effective upon recording in the Official Records of Washington County, Texas.

DEVELOPER:

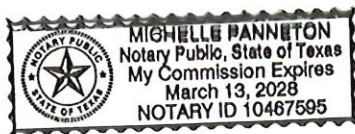
BLEX EXCHANGE III LP,
a Texas limited partnership

By: BLEX Exchange III GP, LLC
a Texas limited liability company,
its general partner

By: Christine Mikulich
Christine Mikulich
Executive Vice President and Secretary

STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me on this 23rd day of June, 2026, by Christine Mikulich, Executive Vice President and Secretary of BLEX Exchange III GP, LLC, a Texas limited liability company, the General Partner of BLEX Exchange III LP, a Texas limited partnership, on behalf of said entities.



Michelle Panneton
Notary Public in and for the State of Texas

EXHIBIT A

Legal Description of the Property

Ridgewood Farms Subdivision Section Two as recorded in Plat Cabinet Files 898B of the Plat Records of Washington County, Texas.

06/24/2026 3:00 P.M.

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STATE OF TEXAS

COUNTY OF WASHINGTON

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

NICHOLAS PRENZLER, COUNTY CLERK



2026-3932

