

ELECTRONICALLY RECORDED

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A handwritten signature in black ink, appearing to read "Michelle Gilley", is positioned below the official title.

Michelle Gilley, County Clerk

Gregg County, TX

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**THIS PAGE ELECTRONICALLY
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PURPOSES**

**AMENDED AND RESTATED DECLARATION OF RESTRICTIONS, COVENANTS
AND CONDITIONS OF HUNTERS CREEK PHASES ONE, TWO, THREE AND FOUR**

(Applies to property platted as Hunters Creek Subdivision Phases One, Two, Three and Four and such other
Properties as are subsequently platted and made subject thereto)

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

This Amended and Restated Declaration of Restrictions, Covenants and Conditions is made and entered into as of this 20 day of August 2025 (the "Declaration" or "Restrictions") by certified vote of sixty-seven percent (67%) of all Owners constituting Hunters Creek Subdivision as shown by Plat of Hunters Creek Subdivision Phase One recorded under Gregg County Clerk's File No. 015952 and recorded in Volume 1965, Page 519, Official Public Records, Gregg County, Texas on October 4, 1988; Plat of Hunters Creek Subdivision Phase Two recorded under Gregg County Clerk's File No. 015147 and recorded in Volume 1961, Page 6, Official Public Records, Gregg County, Texas on September 20, 1988; Plat of Hunters Creek Subdivision Phase Three recorded under Gregg County Clerk's File No. 018921 and recorded in Volume 2199, Page 212, Official Public Records, Gregg County, Texas on November 16, 1990; Plat of Hunters Creek Subdivision Phase Four recorded under Gregg County Clerk's File No. 05386 and recorded in Volume 2238, Page 566, Official Public Records, Gregg County, Texas on April 8, 1991 ("Hunters Creek") pursuant to Section 209.0041 (h) of the Texas Property Code.

RECITALS:

WHEREAS ownership of lots in Hunters Creek are subject to those certain Declaration of Restrictions, Covenants, and Conditions of Hunters Creek Subdivision, Unit dated January 21, 1985 and recorded under Gregg County Clerk's File # 1344 and recorded in Volume 1572, Page 35 of the Official Public Records of Gregg County, Texas; Hunters Creek Phase Two Amended Declaration of Restrictions, Covenants and Conditions under Gregg County Clerk's File No. 017889 and recorded in Volume 1976, Page 338, Official Public Records, Gregg County, Texas on November 9, 1988; Hunters Creek Phase Three Declaration of Restrictions, Covenants and Conditions under Gregg County Clerk's File No. 002554 and recorded in Volume 2108, Page 190, Official Public Records, Gregg County, Texas on February 16, 1990; Hunters Creek Phase Four Declaration of Restrictions, Covenants and Conditions under Gregg County Clerk's File No. 006087 and recorded in Volume 2242, Page 391, Official Public Records, Gregg County, Texas on April 19, 1991; and Hunters Creek Phase Four Amended Declaration of Restrictions, Covenants and Conditions under Gregg County Clerk's File No. 012080 and recorded in Volume 2832, Page 606, Official Public Records, Gregg County, Texas on June 21, 1995 (the "Original Restrictions");

WHEREAS a special meeting of Hunters Creek H.A., Inc. fka Hunters Creek Homeowners Association, Inc., a Texas non-profit corporation (the "Association") was called and held on October __, 2024 to vote on certain amendments to the Restrictions, pursuant to Section 209.0041 (h) of the Texas Property Code;

WHEREAS the Amended and Restated Restrictions for Hunters Creek were approved adopted by the Owners, as defined in the Original Restrictions, as follows:

WHEREAS notice of the election was provided to each Member as defined in the Restrictions as provided by Section 209.0056 of the Texas Property Code;

WHEREAS ballots were in writing and signed by more than sixty-seven percent (67%) of the Members; and

WHEREAS the Owners desire to update the Restrictions to comply with current law and to preserve the value and amenities of Hunters Creek.

NOW, THEREFORE, the Amended and Restated Declaration of Restrictions, Covenants and Conditions of Hunters Creek are as follows:

I. DEFINITIONS

I.1. The following words, when used in this Declaration or any Supplemental Declaration (unless otherwise indicated), shall have the following meanings:

- (a) "Association" shall mean and refer to Hunters Creek H. A., Inc. fka Hunters Creek Homeowners Association, Inc., its successors and assigns.
- (b) "Board" shall mean the Board of Directors of the Association.
- (c) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the Members of the Association.
- (d) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.
- (e) "Leasing" is defined as regular, exclusive occupancy of a dwelling unit by any person other than the Owner and the members of the Owner's household, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or compensation. The Property is designed to be an owner occupied, single-family residential community, and leasing is discouraged. Every occupancy wherein the Owner of the Lot is not a "resident" must be subject to a written lease agreement.
- (f) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of The Properties, with the exception of Common Properties as herein defined.
- (g) "Member" shall mean each Owner of a Lot, and in the event a Lot is owned by more than one person then all Owners of the Lot shall constitute one Member for purposes of voting as a Member of the Association.
- (h) "Multi-family Structure" shall mean and refer to any building containing two or more units under one roof, except when each such Living Unit is situated upon its own individual lot.
- (i) "Owner" shall mean any person, firm, corporation or other entity which owns a Lot.

- (j) "Owner's Family" shall mean the spouse of Owner, parent of Owner or Owner's spouse, and children or grandchildren of Owner or Owner's spouse.
- (k) "Phases" shall mean and refer to Phase One, Phase Two, Phase Three and Phase Four of Hunters Creek Subdivision as set forth in plats described in the introductory paragraph.
- (l) "Resident" is defined as staying overnight in the dwelling unit more than fifty percent (50%) of the days that the dwelling unit is occupied in any six (6) month period.
- (m) "The Properties" shall mean and refer to all existing properties and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

II. PROPERTIES SUBJECT TO THIS DECLARATION

The real property which is and shall be subject to this Declaration is more particularly described in the introductory paragraph and which includes Hunters Creek Subdivision, Phases One, Two, Three and Four.

III. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

III.1. Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot or Living Unit which is subject by covenants of record to assessments by the Association, including purchasers under contract from Developer, shall be a Member of the Association (provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member), and any person or entity who acquired any such fee or undivided fee interest shall be deemed to have accepted membership and assumed all obligations thereof. Membership in the Association will be transferred to the purchaser of a Lot and may not be assigned, pledged or transferred in any other manner. Any attempt to make a prohibitive transfer shall be void and of no force or effect.

III.2. Voting Rights. Hunters Creek is fully developed and voting is reserved exclusively to the Members. When more than one person owns an interest in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Lot. Association votes shall be conducted in the manner approved by the Board and consistent with Chapter 209 of the Texas Property Code. Without limiting the generality of the foregoing, ballots may be in writing and signed by the Member, by electronic ballot (including email and by posting on Internet website), by proxy, by absentee ballot, or by secret ballot. The Association shall take measures to reasonably ensure that a Member cannot cast more votes than the Member is eligible to cast and the Association counts every vote cast by a Member that is eligible to cast a vote. Votes must be in writing and signed by the Member or cast electronically if the vote is cast: (i) outside of a meeting; (ii) in an election to fill a position on the Board; (iii) on a proposed adoption or amendment of a dedicatory instrument; (iv) on a proposed increase in the

amount of a regular assessment or the proposed adoption of a special assessment; or (v) on the proposed removal of a Board member.

III.3. Management by Board. The Board shall have the following powers and duties:

- (a) To adopt rules and regulations to implement the Restrictions and the Association's Bylaws;
- (b) To enforce these Restrictions, the Bylaws and its rules and regulations;
- (c) To elect officers of the Board;
- (d) To prepare financial statements for the Association;
- (e) To collect regular and special assessments to be levied against each Lot as provided herein.
- (f) To receive complaints regarding violations of the Restrictions, Bylaws or the rules and regulations and assess fines against Owners who violate the Restrictions;
- (g) To pay the cost of any liability insurance for the Association and members of the Board;
- (h) To pay to manage and maintain the Common Properties;
- (i) To pay taxes and assessments that are or could become a lien on the Common Properties, and to pay the cost of utilities used for the Common Properties.

III.4. Homeowners' Bill of Rights. The Association recognizes the importance of the following homeowners' rights.

- (a) The Right to Security against Foreclosure. The Association shall not foreclose against a homeowner except for significant unpaid assessments, and any such foreclosure shall require judicial review to ensure fairness.
- (b) The Right to Resolve Disputes without Litigation. Both parties should seek mediation from a neutral third party before litigation is pursued.
- (c) The Right to Fairness in Litigation. Where there is litigation between the Association and a homeowner, and the homeowner prevails, the Association shall pay attorney fees to a reasonable level.
- (d) Rights to Notices, Records and Rule Changes. If operating rules are changed, the homeowners shall have notice and an opportunity, by majority vote, to override new rules and charges. Homeowners shall have reasonable access to records and meetings and the ability to recall directors.
- (e) The Right to a Reasonable Association and Directors. The Association, its directors and other agents, shall act reasonably in exercising their power over homeowners.

IV.

PROPERTY RIGHTS IN COMMON PROPERTIES

IV.1. Members' Easements of Enjoyment. Subject to the terms, conditions and provision of Section 4.03 hereof, every Member shall have a right and easement of enjoyment in and to the Common Properties, including the lake and water surface areas, and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit. In addition, any Member may delegate, in accordance with the Bylaws of the Association, his or her right and easement of enjoyment to members of his or her family, his or her guests, his or her tenants or contract purchasers who reside on the property.

IV.2. Title to Common Properties. The Association retains the legal title to the Common Properties.

IV.3. Extent of Members' Easements. The rights of easement of enjoyment created hereby shall be subject to the following:

(a) The right of the Association in accordance with Article II and the Association's Bylaws, to borrow money for the purpose of improving the Common Properties and facilities and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage, the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and

(b) The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and

(c) The right of the Association, as provided in its Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(d) The right of the Association to dedicate or transfer all or part of the Common Properties to any public agency, authority or utility for such purposes, and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer shall be effective unless an instrument signed by Members entitled to cast sixty-seven percent (67%) of the votes of the Members has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed agreement and action thereunder is sent to every Member not less than thirty (30) days nor more than sixty (60) days in advance thereof; and

(e) The rights of the Association to limit the number of guests of Members.

V.

COVENANT FOR MAINTENANCE ASSESSMENTS

V.1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot or Living Unit, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association:

- (a) Annual or semi-annual assessments of charges, and
- (b) Special assessments for capital improvements.

Such assessments to be fixed, established and collected from time to time as hereinafter provided. Such annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment became due. Separate annual or special assessments shall be made upon each Lot or Living Unit whether or not there is more than one Living Unit per Lot.

V.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties, and, in particular, for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon The Properties, including, but not limited to, the payment of taxes and insurance thereon, and repair, replacement and additions thereto, and for the costs of labor, equipment, materials, management and supervision thereof.

V.3. Basis and Maximum of Annual Assessments. The annual or semi-annual assessment for the Owner of each Lot or Living Unit shall be determined in advance by a majority vote of the Members of the Association.

V.4. Special Assessments for Capital Improvements. In addition to the annual or semi-annual assessments authorized by Section 5.03 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall be determined by a majority vote of the Members of the Association. Notice of any election for a Special Assessment shall be provided to each Owner as provided in Section 209.0056 of the Texas Property Code at least ten (10) days prior, but not more than sixty (60) days prior to such election.

V.5. Quorum for any Action under Section 5.04. The quorum for any action authorized by Section 5.04 shall be as follows:

(a) At the first meeting called as provided in Section 5.04 hereof, the presence at the meeting of Members or of proxies entitled to cast fifty-one percent (51%) of all the votes shall constitute a quorum.

(b) If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirements set forth in Section 5.04, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

V.6. Due Date of Assessments. The annual or semi-annual assessments provided for herein shall become due and payable on the first day of each month after the commencement date herein above set out, and the due date of any special assessment under Section 5.04 hereof shall be fixed in the resolution authorizing such assessment.

V.7. Duties of the Board. The Board of the Association shall, upon the commencement date herein provided, prepare a roster of The Properties and assessments applicable thereto which shall be kept in the office of the Association, and shall be open to inspection by any Owner. Written notice of the initial assessment and of any subsequent changes therein shall be forthwith sent to every Owner subject thereto.

V.8. The Association shall, upon demand at any time, furnish to any Owner liable for said assessments a certificate, in writing signed by an officer of the Association, setting forth whether said assessment has been paid. A reasonable charge may be made by the Board for the issuance of such certificate, including a resale certificate, and such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

V.9. Effect of Non-Payment of Assessment; Personal Obligations of Owner; Lien; Remedies of Association. If the assessments are not paid on the date when due, then such assessments shall become delinquent and shall, together, with such interest thereon and cost of collection thereof as hereinafter provided, forthwith become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.¹

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided, and a reasonable attorney's fee to be fixed by the court, together with costs of the action. No

¹ See 7.22 and 9.06 for additional enforcement rules.

Owner may waive or otherwise escape liability for the assessments provided for herein by non-usage of the Common Properties or abandonment of his or her property.

V.10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property of liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

V.11. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and lien created herein:

- (a) All properties to the extent of any easement or any other interest therein dedicated and accepted by the local public authority and devoted to public use.
- (b) All Common Properties as defined in Article I, Section 1.01, hereof.
- (c) All properties exempted from taxation by the laws of the State of Texas, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

VI. ARCHITECTURAL CONTROL

No trees shall be removed except by utility easements as required in furnishing of utility services, and no building, fence, wall or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the details, plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board. In the event the Board fail to approve or disapprove any such detail, design, plan, specification or location within thirty (30) days after submission to it, or in any event if no suit to enjoin has been commenced prior to the completion thereof, approval will not be required, and this Article will be deemed to have been fully complied with.²

VII. RESTRICTIVE COVENANTS

Each of the specifically numbered lots shown upon any recorded residential subdivision map of The Properties (as distinguished from such land, if any, within the limits of such subdivisions which is not specially platted and numbered as Lots) shall be impressed with the

² See 7.22 and 9.06 for additional enforcement rules.

following restrictions, covenants and conditions for the purpose of carrying out a general plan of development and maintenance of the premises:

VII.1. All dwellings shall be constructed to front on the street on which the Lot fronts unless any Lot in question fronts on two streets in which case the dwelling constructed on such Lot shall front as the Board may approve on either of the two streets or partially on both.

VII.2. All dwellings and accessory structures shall be erected and maintained behind the building line shown on the Lot, or otherwise, approved by the Board.

VII.3. No dwelling or accessory structure shall be erected or maintained nearer than twenty feet (20') from the side line of any Lot or as approved otherwise by the Board.

VII.4. The floor area (that area enclosed for heating and/or air conditioning) of any Living Unit in Phase One shall not be less than 3,250 square feet and all other Phases shall not be less than 2,600 square feet.

VII.5. All dwellings shall be constructed of stone, masonry, brick, stucco or of a glass building material of the kind usually used for outside wall construction, to the extent of at least seventy-five percent (75%) of the area of the outside walls on the first floor. The second floor of such dwellings may be wood, or such other material as may be approved by the Board. All exterior modifications to the dwelling and fencing shall be submitted to the Architectural Control Committee with drawings and details for approval prior to implementation.

VII.6. No dwelling, accessory structure or fence shall be erected or maintained on any Lot until the building plans and specifications for same and a plot plan (accurately showing the topography of the Lot) showing the proposed location of same have been approved by the Board. This Section shall be applicable to initial construction and to alterations, changes and additions at any time subsequently made. Roofs shall be of a wood-tone appearance or as approved by the Board. In no case shall the Board's approval of proposed improvements be unreasonably withheld.

VII.7. No fence, wall or hedge shall be placed on any Lot nearer to any front street than is permitted for the house on said Lot; no fence, wall or hedge shall be placed on any portion of the sites with a greater height than six (6) feet, and no wire or woven fence is permitted on any part of any Lot, except and otherwise approved by the Board.

VII.8. Should a hedge, shrub, tree, flower or other planting be so placed, or afterwards grown, so as to encroach upon adjoining property, such encroachment shall be removed upon request of the Owner of the adjoining property.

VII.9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

VII.10. No noxious or offensive acts or activity shall be conducted upon any Lot or Lots, nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood.

VII.11. No sign shall be erected or maintained on any Lot except a "for sale" sign or "for rent" sign not exceeding ten (10) square feet in size, or a sign owned by a real estate agent or by Hunters Creek H.A., Inc.

VII.12. The size, appearance and location of all radio, television or other aerial or satellite dishes must be approved by the Board.

VII.13. The garage doors of any house or residence within Hunters Creek covered under these Restrictions must open on the side or at the rear of the house, or as otherwise approved by the Board.

VII.14. A lot or portion of any lot that is exposed to the public view must be maintained by the property Owner in a neat and orderly fashion. In the event this restriction is not complied with, then the Association has the right to cause this maintenance to be done at the expense of the property Owner.

VII.15. No lot affected hereby shall be used for the dumping or storage of rubbish, trash, debris, surplus soil or rocks, etc.

VII.16. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other similar structure shall be erected, maintained or permitted upon any Lot. This Section is subject to the rights of any outstanding mineral ownership.

VII.17. No outbuilding, shop or trailer or residence of a temporary character shall be permitted. No building material of any kind or character shall be stored upon the Lot until the Owner is ready to commence improvement.

VII.18. No boat, trailer, mobile home, camper, boat trailer, or similar wheeled vehicle shall be stored (except temporarily, not to exceed 24 hours) nearer to the street than the front of the Living Unit situated thereon. No house trailer, mobile home, camper, boat trailer or similar wheeled vehicle shall be stored or parked on any Lot except in a closed garage or within a privacy fence, walled or enclosed portion of such Lot outside of public view and view of neighboring Lots, and any such or other enclosure shall be subject to approval by the Board.

VII.19. All houses and structures permitted shall be completed within eight (8) months from date of commencement of the construction, or unless otherwise extended by the Board. No structure shall be occupied unless and until the premises are connected in a proper way with the city sewage system.

VII.20. All front and rear yards of each Lot shall be fully sodded and maintained in San Augustine or Centipede grass or other vegetation approved by the Architectural Control Committee.

VII.21. Single Family Residential. Lots may be used for single-family residential purposes only, and no business, professional, or other commercial activity of any type shall be operated from or out of any residence or accessory structure situated upon any Lot. "Single-family residential purposes" shall generally be limited to the Lot Owner, the spouse or life partner of a Lot Owner, and parents, children, and grandchildren of a Lot Owner. The Association shall have the power to require that all occupants be members of a single housekeeping unit and limit the total number of occupants permitted in each residence on the basis of the size of the unit and number of bedrooms. Except with approval by the Board, occupancy of a dwelling unit by more than two persons per bedroom is prohibited. Without in any manner limiting the foregoing, no church, duplex or Multi-family Structure, or commercial building shall be placed or permitted on any Lots or portion of any Lot, nor shall any Lot be utilized for access to any other land adjacent to or adjoining the property except as indicated on the Plat without the written consent and approval of the Board, which consent will be within the sole and absolute discretion of the Board. Notwithstanding the foregoing, nothing herein shall prevent a home office so long as there is no excessive traffic, excessive vehicles or transporting of materials and the use does not constitute a nuisance or annoyance as may be determined by the Board in its sole and absolute discretion.

VII.22. Leasing. For any lease of a dwelling unit, the following rules shall apply:

(a) Except as provided below, every lease agreement shall be in writing and shall be for a minimum term of one (1) year. Provided, however, temporary residential leases of the sort customarily utilized to facilitate the sale of a dwelling unit may be permitted for terms of less than one (1) year with the approval of the Board. Only one household/housekeeping unit shall be permitted per dwelling unit.

(b) Transient leases or rentals, such as may be available through Internet services such as airbnb.com are prohibited.

(c) Fractional leases or rentals of less than the entire dwelling unit are prohibited. Dwelling units may only be leased in their entirety. No structure on a Lot other than the primary residential dwelling unit shall be leased or otherwise occupied for residential purposes without written approval of the Board, which may be withheld by the Board in its sole discretion. Provided, however, a detached in-law suite or nanny-suite that was approved for construction by the Board may be occupied as a residence, but not for independent leasing.

(d) Subleasing or assignment of leases is prohibited without approval from the Board.

(e) A copy of all lease agreements shall be submitted to the Board prior to commencement of any lease or occupancy of the dwelling unit by any household that does not include the Owner. Sensitive personal information including social security number, driver's license number, government issued identification number, or account, credit card, or debit card numbers may be redacted or otherwise made unreadable on the copy of the lease agreement provided to the Board.

- (f) Every lease agreement shall include the following:
 - (i) The full name of every individual who will reside within the dwelling unit for any period more than seven (7) days.
 - (ii) A copy of the current Declaration.
 - (iii) A copy of the current Rules and Regulations for the Property as may be adopted or amended from time to time by the Board (the "Rules").
 - (iv) Acknowledgement of the Declaration and the Rules, if any, and agreement that fines may be levied by the Board against both the Owner and the tenant for violations. Further, in the event of violations that are not cured within thirty (30) days after notice from the board, or repeated violations that are not subject to cure within a twenty-four month period, the Board may require termination of the lease by the Owner, which termination right shall be included as a provision in the lease agreement.
 - (v) Occupancy of a dwelling unit by more than two persons per bedroom is prohibited. For purposes of this provision, "occupancy" shall be defined as staying overnight in the dwelling unit more than fourteen (14) days in any six-month period.

VII.23. Fine for Violations; Suspension of Use of Common Properties. In addition to and without limiting the enforcement rights and remedies set forth in Section 9.06 of these Restrictions, in the event of any violation of these Restrictions the Association shall have the right to impose a fine against the violating Lot Owner, acting through the Board, in accordance with a policy adopted by the Board for each violation during the continuance of any violation of these Restrictions, and the Association's decision regarding the imposition of any such fine shall be final and binding on all concerned parties; provided, that upon written request to the Association by the violating Lot Owner, the Association shall call a special meeting of the Board to consider an appeal by the affected Lot Owner of the fine imposed against the Lot Owner, and in the event of an appeal a majority vote of the Board shall be final and binding upon all concerned parties. Any fine imposed by the Association pursuant to these Restrictions shall be paid within thirty (30) days of the date of written notice from the Association to the affected Lot Owner. In the event the affected Lot Owner fails to make payment of any fine within such thirty (30) day period, the Association shall have the power and authority to make and declare a special assessment against the affected Lot Owner to collect such fine in the same manner as provided for other special assessments under Article III of these Restrictions, except that such special assessment shall be payable only by the violating Lot Owner. In addition, until such fine is paid the Board may suspend such Lot Owner's right to use the Common Properties.

VIII.

EASEMENTS RESERVED

VIII.1. No building or other permanent structure shall be erected or maintained within areas designated on any recorded plat of Hunters Creek as utility and drainage easements, except as may be approved by the Board.

VIII.2. The developer reserved for the use and benefit of the Association a perpetual easement for maintenance purposes twenty-five feet (25') in width around the entire shoreline of the lake, as shown upon any recorded plat of Hunters Creek. No structure of any type or nature shall be erected within this twenty-five foot (25') easement without prior written approval of the Board.

VIII.3. The developer reserved for the use and benefit of the Association a perpetual easement of reasonable dimension as shown on recorded plats of Hunters Creek for the purpose of erecting entrance signs.

VIII.4. The developer reserved for the use and benefit of the Association a perpetual easement as shown on the recorded plats of Hunters Creek, and of such other additions as may hereafter be covered and included in this Declaration as supplemented, for the purpose of erecting a fence of reasonable height and composition. The Association shall have the option, but not the duty, of repairing and maintaining the fence as needed.

IX.

GENERAL PROVISIONS

IX.1. Duration. Hunters Creek is fully developed and the Owners desire consistent Restrictions across the entire subdivision. Accordingly, the restrictions, covenants and conditions of this Declaration shall run with and bind the land, and shall insure to the benefit of and be enforceable by the Association or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of ten (10) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless a vote of the then Owners of sixty-seven percent (67%) of the Lots or Living Units changes said restrictions, covenants and conditions in whole or in part; provided, however, that no such agreement to change shall be effective unless made and recorded one (1) year in advance of the effective date of such change and unless written notice of the proposed agreement is sent to every Owner at least thirty (30) days in advance of any action taken.

IX.2. Invalidation and Severability. The invalidation by any court of any reservation, covenant and restriction herein or in any contract or deed contained shall not impair the full force and effect of any other reservation, covenant or restriction.

IX.3. Acceptance of Declaration. The provisions hereof are hereby made a part of each contract and deed in respect to any Lot to the same effect as if fully set forth therein, and each such contract and deed shall be conclusively held to be executed, delivered and accepted upon and subject to the provisions and conditions herein set forth.

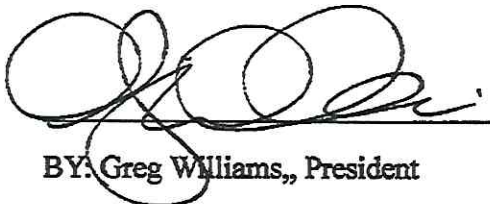
IX.4. Interpretation. The Board's interpretation of the meaning and application of the provisions hereof shall be final and binding on all interested parties at any time in question.

IX.5. Notices. Any notice required to be sent to any Members or Owner under the provisions of this Declaration shall be deemed to have been properly sent when provided in the manner determined by the Board that is consistent with the Texas Property Code. Members are encouraged to authorize email notice to reduce cost to the Association. Notwithstanding the above, notice of any enforcement action must be provided by certified mail as provided in Section 209.006 of the Texas Property Code.

IX.6. Enforcement. Enforcement of these Restrictions, Covenants and Conditions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any of such Restrictions, Covenants and Conditions, either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants, and failure by the Association or any Owner to enforce any Restrictions, Covenants and Conditions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ADOPTED: I, Greg Williams, President of Hunters Creek H.A. Inc. A Texas Non-Profit do hereby certify that these AMENDED AND RESTATED DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS OF HUNTERS CREEK PHASES ONE, TWO, THREE AND FOUR were duly adopted and approved by a vote of sixty-seven percent (67%) of all Owners constituting Hunters Creek Subdivision

Executed this 26 day of August 2025.

A handwritten signature in black ink, appearing to read 'Greg Williams', is written over a horizontal line.

BY: Greg Williams,, President

Hunters Creek H.A, Inc.

A Texas Non-Profit

TRASH CONTAINERS AND COLLECTION

INITIAL FINE: \$25.00. An additional fine of \$10.00 per day for every day of non-compliance after a five (5) day notice has been given.

MACHINERY AND EQUIPMENT

INITIAL FINE: \$50.00. An additional fine of \$25.00 per day for every day of non-compliance after a ten (10) day notice has been given.

SIGNS

INITIAL FINE: \$25.00. An additional fine of \$5.00 per day for every day of non-compliance after a five (5) day notice has been given.

Architectural Restrictive Covenant Violations

INITIAL FINE: \$50.00. An additional fine of \$10.00 per day for every day of non-compliance after a five (5) day notice has been given.

Unpaid Annual Dues

INITIAL FINE: \$50.00 after 30 days past due. An additional fine of \$10.00 for every day of non-compliance after thirty 30 days past due.

I, _Greg Williams, President, do hereby certify that the Schedule of Enforcement and Fines of Hunters Creek H.A., Inc. as set forth above were duly adopted by the Board of Directors by unanimous vote.



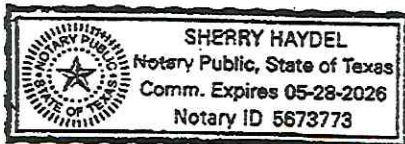
Greg Williams, President
Hunters Creek H.A., Inc.,
a Texas non-profit corporation

THE STATE OF TEXAS

§
§
§

COUNTY OF GREGG

This instrument was acknowledged to before me this 29th day of August
2025 by Greg Williams, President , Hunters Creek H.A., Inc. a Texas Non-Profit
Corporation




NOTARY PUBLIC, STATE OF TEXAS

Printed Name: _____

My Commission Expires: _____

When Recorded return to:

P.O. Box 385

Judson, Texas 75660

RESTRICTIVE COVENANTS

ENFORCEMENT POLICY AND SCHEDULE OF FINES

HUNTERS CREEK H. A., INC.

FINES AND PROCEDURES FOR ENFORCING COVENANTS

The Board of Directors has determined the following schedule for handling homeowners who violate our covenants and guidelines effective January 1, 2025.

Homeowners with violations will receive a letter from the Board reminding them of the Rule and a description of their violation. The homeowner will have 10 days from the date of the notice to correct or rectify the violation.

If the violation is not handled properly by the homeowner within the 10 day window, then a Violation letter will be sent stating the violation again along with the request that the violation be corrected in 5 days from the date of the letter. The 5th day will be identified in the letter so there is no confusion by the Board or the Homeowner as to when the violation must be rectified by.

This Violation letter will also state the fact that a fine will be levied against the homeowner if the problem is not rectified by this defined date. The fining schedule is outlined below.

If the homeowner fails to correct the violation or requests a hearing as outlined below, then a third and final letter will be sent to the homeowner notifying them that fines are being levied, including daily fines as provided in the Schedule. This will be a very costly outcome for the homeowner that should be avoided. If a homeowner requests a hearing, the Board shall set a hearing within thirty (30) days of the request and provide at least ten (10) days' notice of the hearing. The hearing will commence with a recital of the Board's reasons for determining a violation has occurred. The Homeowner may then provide evidence either in writing or orally. The Homeowner may present witnesses. The Board, having performed its own investigation and presented its own findings, is not required to identify the person or persons who brought the matter to the Board's attention, although the Board may do so if it deems such disclosure in the best interests of the community. Unless specifically permitted by law, legal counsel shall not participate in the hearing. Deliberation of the Board after the hearing need not be undertaken in the presence of the Homeowner or in open session. Within fifteen (15) days after the hearing, the Board will provide written notice to the Homeowner of its decision. If the Board decides to impose discipline, that discipline shall not take effect until five (5) days after the Board notifies the Homeowner of its decision to impose discipline.

FINE SCHEDULE. The following Fine Schedule has been adopted for all recurring covenant violations.

UNAUTHORIZED ANIMALS

INITIAL FINE: \$50.00. An additional fine of \$10.00 per day for every day of non-compliance after a five (5) day notice has been given.

FAILURE TO SUBMIT IMPROVEMENT AND ALTERATIONS PLANS FOR APPROVAL FROM BOARD

INITIAL FINE: \$550

Boat, trailer, mobile home, camper, boat trailer, or similar wheeled vehicle

INITIAL FINE: \$50.00. An additional fine of \$20.00 per day for every day of non-compliance after a five (5) day notice has been given.

NUISANCES, RUBBISH, UNKEPT LAWN AND LANDSCAPE

INITIAL FINE: \$25.00. An additional fine of \$10.00 per day for every day of non-compliance after a five (5) day notice has been given.

TRASH CONTAINERS AND COLLECTION

INITIAL FINE: \$25.00. An additional fine of \$10.00 per day for every day of non-compliance after a five (5) day notice has been given.

MACHINERY AND EQUIPMENT

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Architectural Restrictive Covenant Violations

INITIAL FINE: \$50.00. An additional fine of \$10.00 per day for every day of non-compliance after a five (5) day notice has been given.

Unpaid Annual Dues

INITIAL FINE: \$50.00 after 30 days past due. An additional fine of \$10.00 for every day of non-compliance after thirty 30 days past due.

I, _Greg Williams, President, do hereby certify that the Schedule of Enforcement and Fines of Hunters Creek H.A., Inc. as set forth above were duly adopted by the Board of Directors by unanimous vote.



Greg Williams, President
Hunters Creek H.A., Inc.,
a Texas non-profit corporation