

EXHIBIT "D"

AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE VILLAGE OF STONEWOOD

A condominium project

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, this Amended Declaration of Covenants, Conditions and Restrictions recorded this _____ day of _____, 2023.

WHEREAS, TEXAS FIRST EQUITY, LLC (hereinafter "T.F.E.") are the owners of the following described real property, situated within the County of Angelina, State of Texas:

Being all that certain tract or parcel of land lying and situated in Angelina County, Texas, out of the MCKINNEY & WILLIAMS SURVEY, ABSTRACT NO. 469 and being all of those certain two tracts described as Tract One (3.925 acres) and Tract Two (3.925 Acres) in a deed from Darwin L Storer and Mary Britt to Texas 1st Equity, LLC dated June 28, 2005 and recorded in Volume 2210 on Page 176 of the Real Property Records of Angelina County, Texas.

NOW, THEREFORE, T.F.E., (referred to herein as "Declarant") hereby declares that all of the subject properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property, and all of which are hereby declared to be for the benefit of all of the property described herein and the owners thereof, their heirs, successors, grantees and assigns.

1. PURPOSE OF THESE RESTRICTIONS, COVENANTS AND CONDITIONS

The purpose of these restrictions, covenants and conditions is to assure the use of the property for attractive residential purposes (as set forth herein) only, and securing to each UNIT owner the full benefit and enjoyment of his or her UNIT in furtherance of a common plan.

2. DEFINITIONS

As used herein, the following terms have the following meanings:

A. The "Architectural Control Committee" means the committee provided for in Part 4 of this Declaration.

B. The "Association" means THE VILLAGE OF STONEWOOD CONDOMINIUM OWNERS ASSOCIATION, Inc. as referred to in Part 3 of this Declaration.

C. "Bona Fide First Mortgage" means any Realty Mortgage or Deed of Trust made in good faith and for value and properly executed and recorded so as to create a lien on any UNIT or UNITS that is prior to the lien of any other Realty Mortgage or Deed of Trust.

D. "Declaration" means this Declaration of Covenants, Conditions and Restrictions for THE VILLAGE OF STONEWOOD.

E. "Exclusive Use Area" means the area designated for the Owners exclusive use.

F. "Fencing" means any containment using wood, logs or plantings to create separation from other UNITS or within a UNIT.

G. The "UNIT" or "UNITS" means the UNITS in the complex either individually or collectively, as the case may be.

H. "Owner" shall mean and refer to the recorded Owner, whether one or more persons or entities of fee or equitable or beneficial title to any UNIT. Owner shall include the purchaser of a UNIT under an executory contract for purchase. The foregoing definition does not include persons or entities that hold an interest in any UNIT as security for the performance of an obligation.

I. The "Plat" means the plat of record referred to above, as may hereafter be amended.

J. The "Property" means the real property described above or any part thereof.

3. PROPERTY OWNERS ASSOCIATION

A. There is hereby created THE VILLAGE OF STONEWOOD CONDOMINIUM OWNERS ASSOCIATION. The purpose of the Association through the Board of Directors or its assigns is to: maintain and repair the Complex, the entryway, landscaping and open areas, including any entryway and landscaping repair; maintain and repair easements created for roads and paths, being the common driveways as shown on the subdivision plat; and maintain, repair and fence, as determined to be necessary by the Association, maintain any subdivision fences created by the Association in accordance with the provisions of this Declaration.

B. Each and every Owner, in accepting a deed or contract, whether or not it shall be so expressed in such deed of contract, automatically becomes a member of the Association, and agrees to be bound by such reasonable rules and regulations as may, from time to time, be established by the Association. Membership shall be appurtenant and may not be separated from ownership of the UNIT. The rights and obligations of an Owner and membership in the Association shall not be assigned, transferred, pledged, conveyed or alienated in any way, except upon transfer of ownership of such UNIT, whether by intestate succession, testamentary disposition, foreclosure of a mortgage, or such other legal processes as now in effect or as may be hereafter established pursuant to the laws of the State of Texas. The Association shall be operated and conducted on a strictly cooperative and non-profit basis. Each UNIT Owner as a member shall have such voting rights as set forth in this Declaration.

C. In furtherance of its purposes; which are generally set forth above, the Association shall provide necessary and appropriate action for the maintenance, repair, replacement and management of the facilities referred to in Paragraph A above. It shall have the right to enter upon a UNIT, if reasonably necessary, in order to accomplish its purpose.

D. The Association shall have the power to borrow and encumber its assets, in all respects, shall have the powers necessary to carry out its purposes, whether or not specifically set forth herein, including the power to enter into contracts with third parties to perform all or part of its functions, and to hire its own employees to do so.

E. Each UNIT Owner is obligated to pay: (I) regular assessments for normal maintenance and repair and reserves, along with Association insurance and operating costs; (II) special assessments for capital improvements with such assessments to be established by the Association. The regular and any special assessments, late payment penalties and charges, if any, together with interest, (all as set by the Association) costs and reasonable attorneys fees, shall be a lien on the UNIT. Each UNIT Owner shall be personally responsible for his or her share of assessments imposed by the Association.

F. The Association or its assigns shall, on an annual basis, make a determination as to the estimated costs of the repair, maintenance, and replacements of the entryway improvements and landscaping, driveways and any other common areas as shown on the plat as noted in Paragraph "A" of this Section, including any reserves necessary for future capital expenditures and maintenance. Assessments shall be charged to each Owner on a uniform per UNIT basis. The

assessments may be collected on a monthly, quarterly, or annual basis, or any combination of same as determined by the Association.

G. Each Owner shall be responsible to pay the regular assessment commencing on the first day of the month following the date of recordation of the deed or purchase contract wherein the Owner acquired legal, beneficial, or equitable title to the UNIT. The Declarant shall not be responsible for comparable assessments on each UNIT owned by it. However, Declarant shall be responsible to provide labor, material and/or monies in sufficient amounts, not to exceed the amount of the normal UNIT assessment for each UNIT owned by it, if necessary in Declarant's opinion, to properly fulfill the Association's maintenance responsibilities. Regular assessments shall be set by the Association on an annual calendar year basis. The regular assessment for 2023 [s One Thousand and Twenty Dollars (\$1020.00) Dollars per year, payable in monthly installments of Eighty Five (\$85.00) Dollars per Unit with a building in place. Units without a structure will pay \$15 per month. Assessments not paid before midnight of the 5th day of the month being assessed will be charged a Fifty Dollar (\$50.00) late fee per each regular monthly payment not made. When the 2nd Regular assessment is not paid by the prescribed time the second late fee will be charged and a LIEN on the Owners UNIT may be filed by the Board of Directors. The UNIT Owner acquiring his or her interest from Declarant during the calendar year shall be obligated for a pro rata portion thereof. The Association shall fix the amount of the regular assessment at least thirty (30) days prior to the end of the calendar year. Written notice of the assessment shall be sent to every Owner. The UNIT assessment payment is due monthly, at the first of each month, as established by the Association.

H. In addition to the regular assessment as set forth above, the Association may set special assessments if the Association determines by two-third's ownership vote that such is necessary to meet the primary purposes of the Association.

I. All sums assessed by the Association chargeable to a UNIT, but unpaid, shall constitute a lien on such UNIT prior to all other liens excepting only ad valorem liens in favor of a governmental assessing unit or special assessment district. The Association lien may be foreclosed by the Association in a like manner as a foreclosure of a real property deed of trust. The Association shall have the power to bid on the delinquent UNIT at a foreclosure sale, and acquire, hold, lease, encumber and convey same. A suit to recover a money judgment for unpaid assessments and charges shall be maintainable by the Association without foreclosing or waiving a lien securing/ same.

J. The total number of votes in the Association shall be on the basis of one hundred percent of the registered units. Unless otherwise specifically provided herein, all Association matters shall be determined by a majority vote. If more than one party is the Owner of a UNIT, there must be unanimous agreement among those who own an interest in the UNIT as to how they cast that UNIT's vote, otherwise, that vote shall not be counted.

K. The Association shall have the power to adopt Bylaws and to appoint its officers and directors, as well as promulgate reasonable regulations relating to the matters within its purpose.

L. Where the holder of a first mortgage of record obtains title to the UNIT as a result of foreclosure, or deed in lieu of foreclosure, of said first mortgage, such acquirer of title, its successors and assigns, shall not be liable for the share of the expenses of the assessments by the Association chargeable to such UNIT which became due prior to the acquisition of title to such UNIT by such acquirer. As used in this Declaration, the term "mortgage" shall include "deed of trust" and "mortgagee" shall include the "Beneficiary" under a deed of trust. Additionally, such acquirer shall be responsible, as any Owner, for assessments charged subsequent to the acquisition.

M. In the event the Association determines that any UNIT Owner has not complied with the provisions of this Declaration, then the Association may, at its option, give written notice to the Owner of the conditions complained of; the Owner shall correct same within fifteen (15) days after notice from the Association. The Association shall approve or disapprove any plans submitted by the Owners and set forth a reasonable time for correction of the condition

complained of if not capable of being completed within 15 days. In the event such condition is not corrected according to the approved plans, within the allotted time, the Association shall have the right to undertake to remedy such condition or violation asserted. The cost thereof shall be deemed to be an assessment to such Owner and enforceable by the Association as if any other unpaid assessment. The Association is hereby granted the right of entry on the affected UNIT to correct the condition or violation asserted.

4. ARCHITECTURAL AND DESIGN CONTROL

A. Membership. The Committee shall be initially composed of TEXAS FIRST EQUITY, LLC, DARWIN L STORER, Managing General Partner, its successors and assigns. When Seventy-Five (75%) percent of the UNITS (including any additional phases incorporated into this Declaration) have been sold by the Declarant, then the function of the Committee shall be assigned to the Association. Prior to assignment to the Association, the Declarant shall have the responsibility to appoint and remove Committee members. The members of the Committee shall not be entitled to any compensation for services performed pursuant to this covenant, but shall be entitled to reimbursement for reasonable costs expended, as approved in advance by the Association. The members of the Committee shall incur no liability from their acts or omissions. The Committee shall at no time be composed of more than three (3) members.

B. Procedure. The Committee's approval or disapproval as required in this Declaration shall be in writing. Actions of the Committee shall be by the majority vote of the members of the Committee. All decisions of the Committee shall be final and no UNIT Owner or other party shall have recourse against the Committee or its designated representatives, or its members, for its disapproval or refusal to approve. In the event the Committee or its designated representative fails to approve or disapprove within sixty (60) days after the plans and specifications have been submitted to it, the plans and specifications shall be deemed to have been disapproved.

5. GENERAL RESTRICTIONS APPLICABLE TO ALL UNITS AND EXCLUSIVE USE AREAS.

A. **Other than the Declarant's Rental Pool The Village of Stonewood is an "Owner Occupied Community" with a 55 + federal designation. No unit may be rented or leased by anyone other than the Declarant. Any Owner that rents, leases or allows anyone other than the Declarant to rent or lease any Unit will be sent a Cease and Desist letter with a 7 day notice to "Cancel and/or Rescind the lease or rental agreement after which legal action will be filed with the courts seeking an injunction, damages from the Unit owner and the lease declared null and void.**

B. Land Use. Unless prior written permission is given by the Board of Directors no building other than one single family dwelling residence, one storage building of 100 square feet or less and a private Car Port (500 sq. ft. max) as approved by the Architectural Control Committee, and as are in compliance with applicable zoning, shall be erected, maintained, placed or permitted on any Owners Exclusive Use Area. No storage building will be placed closer than three (3) feet to any unit without written permission of the Architectural Control Committee

C. No manufacturing or commercial enterprise, or enterprises of any kind for profit or non-profit shall be maintained upon, in front of, or in connection with any UNIT or Exclusive Use Area, nor shall any UNIT be used for other than residential structure or purpose without the prior written approval of the Association.

D. No residential UNIT shall be resubdivided into smaller UNIT's other than those UNIT's shown or delineated on the original or amended recorded plat.

E. Signs. No signs or billboards used as advertising or promotional device, except those used in the sale of UNITS in the subdivision by Declarant or Owners for the sale of their property or by his or her agent shall be placed on any UNIT, or portion thereof without prior written

permission given by the Board of Directors. Maximum size for Owners signs shall be 24 inch's by 36 inch's.

F. Livestock and Poultry. No horses, livestock or poultry shall be allowed without prior written permission by the Board of Directors. Only normal household pets in reasonable numbers shall be allowed. No pet shall be allowed that creates a hazard or nuisance to Owners of other UNITS in the community. No kennels of any kind shall be permitted.

G. Garbage and Refuse Disposal. No UNIT or Exclusive Use Area shall be used or maintained as dumping ground for rubbish. Trash, garbage, or other waste shall not be kept on any Exclusive Use Area and will be regularly and promptly removed. All equipment for the storage of such material shall be kept in a clean and sanitary condition. No outdoor burning of trash shall be permitted on any Exclusive Use Area without prior written permission by the Board of Directors.

H. Protective Screening. Any planting done by an OWNER must be within their Exclusive Use Area as designated unless given written permission by the Architectural Control Committee.

I. Parking and Storage. Boats, boat trailers, camping trailers, campers, travel trailers, or any other recreational vehicles, sporting or camping equipment shall not be stored or parked on the Property without prior written permission by the Board of Directors. This includes utility trailers and any other equipment not considered a "passenger vehicle."

J. Antennas. No antenna whatsoever, or large satellite dish will be allowed without prior written permission by the Board of Directors. The Architectural Control Committee shall have the final decision on any dispute. A small satellite dish will be permitted. No freestanding antennas or satellite dishes will be permitted outside of the respective "Exclusive Use Area".

K. Nuisances. No UNIT Owner shall place or maintain any animate or inanimate object upon any UNIT or Exclusive Use Area so as to create a nuisance to the Owners of the neighboring UNITS. Upon written notification by the Board of Directors or Architectural Control Committee to the UNIT owner of an existing nuisance, the UNIT Owner will have ten (10) days to remove the nuisance. In the event the UNIT Owner does not remove the nuisance, it will be removed by the Association, at the UNIT Owner's expense.

L. Land Care. Each UNIT Owner will be responsible for normal weed abatement, ant control, wasp control, decorative plant care, watering and general maintenance of their Exclusive Use Area and the area shown on the provided "Map of Responsibility" as proscribed by the Association. Each UNIT Owner is responsible for mowing and leaf removal of their "Exclusive Use Area". The Lawn in the "common area" will be mowed by the Association but must be watered by the UNIT Owner as needed to keep the area in a healthy state during periods of minimal or no rain fall. Failure to do so will give cause to the Association or its assigns to water the lawn and landscaping plants at the UNIT Owners expense as deturmined by the Architectural Control Committee. Each UNIT Owner is responsibe for maintaining the "General Quality" of their UNIT area.

M. UNIT Care. UNIT Owner shall keep the exterior of their UNIT in a well kept, structurally sound and pleasant condition. Peeling paint, dirty windows, rusted or missing roofing material and faded exteriors will not be allowed. UNIT Owners will remedy any such condition or provide a written "plan of action" to be approved by the Board of Directors or the ARCHITECTURAL CONTROL COMMITTEE within 30 days of notice.

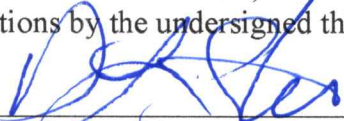
N. Window Coverings. All exterior windows will have either a minimum 2 inch vertical or horizontal blind in in good condition in either a white or "off-white" color against the glass, no exceptions without prior written permission by the Board of Directors or ARCHITECTURAL CONTROL COMMITTEE.

- O. Each Unit Owner will have the exteriors of their unit pressure washed at their expense at least once a year or more as needed.
- P. The Homeowners Association will be responsible for keeping all fence's in good repair.
- Q. Public Events. No public events shall be held at the subdivision, without the prior approval of the Board of Directors. Absolutely no "Yard, Garage, Household, Estate" or other sale in which the general public has reason to enter "The Village of Stonewood".

6. GENERAL PROVISIONS

- A. COVENANTS: The covenants, restrictions, reservations, conditions and servitudes contained in this Declaration shall run with the land and shall be binding upon all persons owning or occupying any UNIT after the date on which this instrument shall have been recorded in the Office of the County Recorder of Angelina County, State of Texas. The covenants, restrictions, reservations, conditions and servitudes may be enforced by the Owner of any UNIT, by the holder of a Bona Fide First Mortgage on any UNIT, by the Association, any one or more of said persons acting jointly; provided, however, that any breach by reasons thereof shall not defeat or adversely affect the lien of a Bona Fide First Mortgage upon any UNIT, but each and all said covenants, restrictions, reservations, conditions and servitudes may be enjoined, abated or remedied by appropriate proceedings, notwithstanding the lien or existence of any such Bona Fide First Mortgage. All instruments of conveyance or assignment of any interest in all or any part of the Property shall refer to this instrument and shall be subject to the covenants, restrictions, reservations, conditions and servitudes herein contained as fully as though this instrument were therein set forth in full provided, however, that the terms and conditions of this instrument shall be binding upon all persons affected by its terms, whether express reference is made to this instrument or not.
- B. Invalidity. Invalidation of any of these covenants, restrictions, reservations, conditions and servitudes by judgment, court order, or otherwise shall in no way affect the validity of any of the other provisions of this Declaration, all of which shall remain in full force and effect.
- C. Amendments. This Declaration may be amended during the period ending ten (10) years immediately following the date of the recording of this Declaration only by instrument executed by the Owners of at least Seventy percent (70%) of the UNITS, included or incorporated within this Declaration, and such amendment shall not be effective until the recording of such instrument. Thereafter, this Declaration may be amended by instrument executed by the Owners of at least two-thirds (2/3) of the UNITS, included or incorporated within this Declaration, and such amendment shall not be effective until the recording of such instrument.
- D. Term. The covenants, conditions, restrictions and servitudes of this Declaration, as the same may hereafter be amended in accordance with the terms hereof, shall remain in full force and effect for a term of twenty (20) years from and after the date of recording of this Declaration, from which time they shall be automatically renewed and extended for successive periods of ten (10) years each, unless terminated as of the end of such initial twenty (20) years or any successive ten (10) within the six (6) month period immediately preceding the expiration of such initial period, or any renewal period, by an instrument of termination executed and acknowledged by the Owners of at least two-thirds of the UNITS, included or incorporated within this Declaration, and recorded in the Office of the Angelina County Recorder.

IN WITNESS WHEREOF, TEXAS FIRST EQUITY, LLC., has executed this Declaration of Restrictions by the undersigned this 16th day of November, 2023.



Darwin L Storer, Director

STATE OF TEXAS)
COUNTY OF ANGELINA)

On this 16 day of Nov., 2023, before me, a Notary Public, personally appeared DARWIN L STORER, Director of TEXAS FIRST EQUITY, LLC., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity.

WITNESS my hand and official seal.



