

**DECLARATION OF COVENANTS, RESTRICTIONS  
AND  
EASEMENTS FOR WILLS POINT BUSINESS PARK**

This Declaration of Covenants, Restrictions and Easements for Wills Point Business Park is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Wills Point Economic Development Corporation, a Texas nonprofit corporation (hereinafter referred to as "Declarant");

**WITNESSETH:**

**WHEREAS**, Declarant is the owner of certain real property located in the City of Wills Point, Texas, consisting of approximately \_\_\_\_\_ acre tract or tracts of land located in the Robert C. Morris Survey, Abstract No. 506, located in the City of Wills Point, Van Zandt County, Texas, as generally described in *Exhibit A*, which is attached hereto and incorporated herein for all purposes (hereinafter referred to as the "Property"); and

**WHEREAS**, Declarant is developing said properties as a business park, known as Wills Point Business Park, and desires to impose upon such Property which is located within the Wills Point Business Park mutually beneficial restrictions for the benefit of all owners of property within said Wills Point Business Park; and

**WHEREAS**, Declarant further desires to provide for reasonable procedures for the overall development of said Property, and to establish a method for the administration, maintenance, preservation, use and enjoyment of the Property which will be subject to this Declaration; and

**NOW THEREFORE**, Declarant hereby declares that all of the Property described in *Exhibit A*, attached hereto and made a part hereof as if recited herein in full, is and shall be owned, held, developed, transferred, sold, conveyed, leased, subleased, used, maintained, occupied and mortgaged or otherwise encumbered subject to the following easements, restrictions, covenants and conditions and every grantee of any interest in the Property or any portion thereof, by acceptance of a deed or other conveyance shall be executed by such grantee and whether or not such grantee shall otherwise consent in writing, shall take subject to this Declaration and shall be deemed to have assented and agreed to the same.

**ARTICLE 1  
DEFINITIONS**

1.1 Certain Defined Terms. The following words when used in this Declaration shall have the meanings assigned to them below, unless the context requires otherwise (such meanings to be applicable to both the singular and plural forms of the terms defined):

1.1.1 *"Approval"* shall mean an express prior approval even in a writing statement by Declarant.

1.1.2 *"Board"* shall mean the Board of Directors of the Wills Point Economic

Development Corporation, a Texas nonprofit corporation (hereinafter referred to as "Declarant").

- 1.1.3 *"Building"* shall mean and include, but not be limited to, both the main portion of a structure built for permanent use and all projections or extensions thereof, including, but not limited to, garages, outside platforms and docks and canopies.
- 1.1.4 *"Committee"* shall mean the architectural review committee created by the *"Board"*.
- 1.1.5 *"Declarant"* shall mean the Wills Point Economic Development Corporation, and its successors in title and assigns, provided any such successor in title or assign shall acquire for the purpose of development or sale of all or any portion of the Lots, and provided further in the instrument of conveyance to any such successor in title or assign, such successor in title or assign is designated as the "Declarant" hereunder by the Grantor of such conveyance, which Grantor shall be the "Declarant" hereunder at the time of such conveyance. Further, upon such designation of successor Declarant, all rights and obligations of the former Declarant in and to such status as "Declarant" hereunder shall cease.
- 1.1.6 *"Declaration"* shall mean and refer to this Declaration of Covenants, Restrictions and Easements for Wills Point Business Park, including the Exhibits attached hereto, as amended, and in effect from time to time.
- 1.1.7 *"Development Guidelines"* shall mean the standard of conduct, maintenance or other activity generally prevailing in Wills Point Business Park and consistent with this Declaration. Such standards may be more specifically determined and identified by the Board of Directors or the Committee, provided, however, that no such determination or identification shall prohibit or require abatement of or change in any Property Use or Improvements for which the Declarant, the Committee or the Board of Directors has granted Approval of the Property Use or the design development submittal.
- 1.1.8 *"Governmental Authority"* shall mean the United States of America, the State of Texas, Van Zandt County, Texas, the City of Wills Point, Texas and any agency, authority, court, department, commission, board, bureau or instrumentality of any of them.
- 1.1.9 *"Improvement"* shall mean any and all building site development(s), betterment(s), modification(s) or construction, including, but not limited to, Buildings, structures, walks, towers, tanks, patios, driveways, signs, docks, walls, fences, screens, parking areas, drainage conduit, excavation and grading.

- 1.1.10        *"Lot" or "Lots"* shall mean any portion of the Property intended for any type of independent ownership for use and occupancy for office, commercial, industrial or related purposes as may be allowed by this Declaration and as shall be platted and resubdivided thereafter with Declarant's approval.
- 1.1.11        *"Mortgagee"* shall mean any mortgage holder, its successors and assigns, so long as said mortgage holder holds fee title or a security interest in any Lot, Mortgage Holder shall be deemed to include the holder of any mortgage, deed of trust or other security instrument.
- 1.1.12        *"Occupant"* shall mean any person occupying all or any portion of a Building located on a Lot for any period of time, regardless of whether such person is a tenant or the Owner of such Lot.
- 1.1.13        *"Owner"* shall mean the record owner (including Declarant), whether one or more persons or entities, of a fee simple title to any Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation, provided, however, the term "Owner" shall include a lessee if the lease from Declarant or other record owner expressly so provides and is for a period in excess of one year.
- 1.1.14        *"Plans"* shall mean a package including the site plan, grading plan, architectural elevations, sign details and landscape plan for the development of a particular Lot.
- 1.1.15        *"Property"* shall mean the approximately \_\_\_\_ acre tract or tracts of land located in the Robert C. Morris Survey, Abstract No. 506, City of Wills Point, Van Zandt County, Texas, as generally described and depicted in ***Exhibit A***, which is attached hereto, and incorporated herein for all purposes, and any additional property subjected to this Declaration.
- 1.1.16        *"Property Use"* shall mean the intended functions of, or activities that take place on a temporary or ongoing basis on, in or with respect to any parcel or element of real property that is part of the Property.
- 1.1.17        *"Requirement of a Governmental Authority"* shall mean and include any law, ordinance, order, requirement, rule, writ or regulation of a Governmental Authority applicable to the Property.
- 1.1.18        *"Restrictions"* shall mean all covenants, restrictions, easements, charges, liens and other obligations created or imposed by this Declaration.
- 1.1.19        *"Other Terms"* All terms used in this Declaration which are not defined in this Article I shall have the meanings set forth elsewhere in this

Declaration or shall have the meaning established by common usage if not defined specifically herein.

## ARTICLE 2 PURPOSE OF THIS DECLARATION

The purpose of this Declaration is to ensure the proper use and appropriate development and improvement of all real property that constitutes the Property so as to provide a harmonious development that will promote the general welfare of the Owners and Occupants thereof and will protect the present and future value of the Property and all parts thereof.

## ARTICLE 3 PROPERTY RIGHTS

Section 3.1 Owners' Easement of Enjoyment. The Declarant hereby declares, grants and conveys to each Owner for the benefit of each Lot a right and easement of joint enjoyment in, over, across and to the Common Areas as covenants running with the Lots as benefits thereto and as burdens to the Common Areas. Any Owner may delegate its rights of use and enjoyment subject to reasonable regulation by the Board and in accordance with procedures the Board may adopt. Every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with title to every Lot.

Section 3.2 Declarant's Right of Redemption. Declarant's Right of First Refusal of Purchase from Owner and Declarant's Right to Payment for the value of lot or tract conveyed to Owner. If the "Owner" should fail to complete construction of the main building as accepted by the "Architectural Committee", as provided hereinafter in Article 4, on the tract and/or lot that Declarant has granted, sold and/or conveyed to "Owner", within two (2) years from the date of the deed from Declarant to "Owner", Declarant shall have the right to repurchase the tract and/or lot **for the value agreed upon between the Declarant and "Owner" at the time of the original agreement between the parties, or if no such agreement was made, then in that event, the value placed on the said tract and/or lot by the Van Zandt County Appraisal District at the time of the tract and/or lot was originally conveyed to "Owner."** If at any time, "Owner" shall cease doing business or should desire to sell and/or otherwise dispose of the said tract and/or lot, "Owner" must first give notice to Declarant of the ceasing to do business and/or intent to sell, and/or that "Owner" has a bona fide offer to purchase the said tract and/or lot. The failure of "Owner" to give Declarant notice of "Owner's" cessation of doing business, does not affect Declarant's right to reacquire the tract or lot **for the value agreed upon between the Declarant and "Owner" at the time of the original agreement between the parties, or if no such agreement was made at the time of the original agreement between the parties, then in that event, the value placed on the said tract and/or lot, by the Van Zandt County Appraisal District at the time of the tract and/or lot was originally conveyed to "Owner."** In the event "Owner" should cease to do business, then in that event the Declarant may at its option, reacquire the said tract and/or lot **for the value agreed upon between the Declarant and "Owner" at the time of the original agreement between the parties, or if no such agreement was made at the time of the original agreement between the parties, then in that event, the value placed on the said tract and/or lot, by the Van Zandt County Appraisal**

**District at the time of the tract and/or lot was originally conveyed to "Owner."** Failure of "Owner" to give notice of ceasing to do business does not affect the rights of Declarant to reacquire the tract or lot **for the value agreed upon between the Declarant and "Owner" at the time of the original agreement between the parties, or if no such agreement was made at the time of the original agreement between the parties, then in that event, the value placed on the said tract and/or lot, by the Van Zandt County Appraisal District at the time of the tract and/or lot was originally conveyed to "Owner."** Declarant may assert its right to reacquire the tract or lot if it is shown that "Owner" has in effect ceased doing business, even though "Owner" may attempt to retain the tract or lot by a subterfuge of being open for business to avoid Declarant enforcing this provision. In the event "Owner" shall desire to sell or otherwise dispose of the tract or lot obtained from Declarant, Declarant shall have the right of first refusal of purchase of the tract and/or lot conveyed by Declarant to "Owner", and such right of first refusal shall be at the value of the bona fide offer to purchase the said tract and/or lot, but if there should not be a bona fide offer to purchase the said tract and/or lot, then at an amount agreed upon between Declarant and "Owner". Declarant shall be given a credit towards the cost of reacquiring of the tract and/or lot, in the amount stated in the agreement between the Declarant and "Owner" at the time of the original acquisition of the tract and/or lot by "Owner" **or the value placed on the said tract and/or lot, by the Van Zandt County Appraisal District at the time of the tract and/or lot was originally conveyed to "Owner."** Declarant shall have Ninety (90) days after receiving notice from "Owner" of the cessation of doing business or of the desire to sell or otherwise dispose of the tract or lot to advise "Owner" in writing, that Declarant will purchase the "Owner's" tract or lot, and that such transfer shall take place within Sixty (60) days of "Owner" furnishing evidence of good and marketable title to the tract or lot. A title company qualified to issue title insurance in Van Zandt County, Texas, may make the evaluation of whether "Owner" has a good and marketable title, and must deliver such evaluation to Declarant not less than thirty (30) days prior to the date of the transfer of title from "Owner" to Declarant.

Section 3.3 Acceptance of Declaration. Every Grantee of any interest in the Property, by acceptance of a deed or other conveyance of such interest, whether or not it shall be so expressed in any such deed or other conveyance, whether or not such person shall otherwise consent in writing, shall take subject to this Declaration and to the terms and conditions hereof, and will be deemed to have assented to said terms and conditions.

Section 3.4 Contract Amendment Permitted. In any agreement between "Declarant" and "Owner" the Declarant and Owner may change and/or amend that Section 3.2 of the DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR WILLS POINT BUSINESS PARK, dealing with the Declarant's Right to Payment for the value of lot or tract conveyed to Owner. The parties may agree to a different means and/or method for the evaluation for the value of the lot or tract conveyed to "Owner" by Declarant. Any such agreed terms between Declarant and Owner shall take precedence over and be the terms to be followed in any circumstance involving Declarant's Right to Payment for the value of lot or tract conveyed to Owner. **However, if there be no agreement between Declarant and Owner amending Section 3.2 as permitted by Section 3.4, then, in that event, Section 3.2 shall remain in full force and effect.**

#### ARTICLE 4

## **ARCHITECTURAL CONTROL**

Section 4.1 Creation of Committee. There is hereby created an architectural review committee (the "Committee") which shall consist of three persons. The right to appoint and remove members to the Committee shall be and is hereby vested in Declarant, its successors and assigns.

Section 4.2 Duties. Excepts as specified in Section 6.7 hereof, no Building, fence, wall, Improvement or other structure shall be commenced, erected or maintained upon the Property or any Lot thereon, nor shall any exterior addition to or change or alteration thereon be made until the Plans showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and Approved by the Committee as to harmony of external design and location in relation to the community wide standard.

Section 4.3. Temporary Structures. No temporary structure shall be installed or maintained on any Property or Lot without the specific written Approval of the Committee. All applications for Approval of any temporary structures will include provisions for its being dismantled and removed from the Lot in question.

Section 4.4 Approval. In order to attempt to obtain such Approval of the Committee, the Owner shall submit a site plan, a grading plan, architectural elevations, site details, sign details and a landscape plan, or whichever of such plans are applicable, to the Committee. Upon receipt of all such plans required to be reviewed, the Committee shall have thirty (30) days within which to review same. In the event the Committee fails to approve or disapprove such design and location within thirty (30) days after said submission of plans, Approval will not be required and this article shall be deemed to have been fully complied with. The Committee shall have the right to disapprove plans, specifications or details submitted to it if such are not in accordance with the Declaration, if they are incomplete, if the Committee deems the plans, specifications or details, or any part thereof, to be contrary to the best interests of the Property and of the Owners or if they are not in conformity with the Development Guidelines. If the Committee rejects any submission, the Committee, on the request of the submitting Owner, shall provide a written statement of the reasons for rejection, shall suggest revisions that meet the Committee's requirements and shall otherwise make reasonable efforts (at no cost to the Committee) to aid the submitting Owner in preparing a proposal that would be acceptable to the Committee. If any costs are incurred by the Committee in connection with such efforts, the payment of such costs by the submitting Owner shall be a condition precedent to find Approval. In the event Owner's plans are disapproved by the Committee, the Owner may resubmit any corrected, amended or new plans to the Committee no sooner than twenty (20) days after such disapproval.

Section 4.5 Violation. In the event any Owner, Occupant, or its agents or representatives, commences construction of any Improvement, alteration or construction without the prior written approval of the Committee as required by this Article 4, then the Committee, through the Declarant, shall have the right to enforce this section of the Declaration by obtaining a restraining order from the court having proper jurisdiction over this matter. The costs of any such successful enforcement by the Committee shall be levied as an Assessment against the

Owner of the Property or Lot upon which such construction was commenced. The Committee shall have the right to waive the requirements of this Article, at its sole discretion, as to construction by any Owner.

Section 4.6 Variances. The Committee shall have the authority, in its reasonable discretion, to grant variances in compliance with any portion of this Article 4, the Development Guidelines or any other design criteria set forth in or promulgated in accordance with this Declaration, provided, however, that such variances shall be reasonably consistent with the purpose of these Restrictions and this Declaration and shall not adversely affect existing Improvement(s). Whenever, in the exercise of its discretion, the Committee grants a variance to such design criteria or Development Guidelines each Owner and/or Occupant of the Property or a Lot hereby acknowledges that such variance shall constitute a waiver of any conflicting provisions of these Restrictions, this Declaration and the Development Guidelines. Each Owner and/or Occupant of the Property or a Lot appoints the Committee as its true and lawful Attorney-in-fact for the limited purpose of consenting to and granting variances in compliance with the Development Guidelines in accordance with the terms of this section. If such a variance is granted, no violation of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of a variance shall not operate to waive or render unenforceable any of the terms and provisions of this Declaration for any purpose except as to the particular Lot, provision and instance covered by the variance, nor shall the granting of the variance be deemed to set a precedent with respect to any subsequent requests for variances.

## **ARTICLE 5 USES**

Section 5.1 Permitted Uses. The Property shall be used solely for the uses allowed by the Wills Point Economic Development Corporation, City of Wills Point, Texas, and excepting and excluding the following uses:

- 5.1.1 Mortuary, Cemetery or Mausoleum;
- 5.1.2 Sewage Pumping Station or Water or Sewage Treatment Plant except in connection with a use not otherwise prohibited by this Article;
- 5.1.3 Adult Entertainment Enterprises;
- 5.1.4 Drag Strip for Commercial Racing;
- 5.1.5 Go Cart Track;
- 5.1.6 Rodeo Grounds;
- 5.1.7 Tire Retreading or Capping;
- 5.1.8 Contractor Storage Yard;

5.1.9 Meat Packing Plant; or

5.1.10 Warehousing of any hazardous material as that term is defined in the various then existing State of Texas and/or the Federal Environmental Protection Agency and/or their successors, various enactments, statutes, rules and/or regulations must be in compliance with all applicable laws.

Section 5.2 Compliance with Governmental Authorities. The Property and/or each Lot and the Improvements located thereon shall be owned, operated and used in compliance with all applicable requirements of a Governmental Authority and the terms, conditions and restrictions contained herein.

## **ARTICLE 6 DEVELOPMENT GUIDELINES**

The following criteria shall be used by the Committee to determine the suitability of all proposed Improvements in or on the Property:

Section 6.1 Setbacks. All buildings shall be setback a minimum of one hundred (100) feet from the public right-of-way of U.S. 80 and fifty (50) feet from any other street or public right-of-way at the front of the Building and from any sideyard or rearyard property line.

Section 6.2 Site Coverage. The building to land ratio (the footprint of the building coverage on the Lot) shall not exceed fifty percent (50%) on any Lot, nor shall total impervious surface exceed seventy-five percent (75%).

Section 6.3 Subdivision. No owner shall subdivide a Lot without the prior written approval of the Committee.

Section 6.4 Parking Each Lot shall be provided with off-street automobile parking and no parking shall be permitted on any street, driveway, entrance or any other place other than paved parking spaces. All parking areas shall be paved with asphalt or concrete and shall have concrete curbs and gutters around their perimeter except where expansion is anticipated. Paved parking areas larger than sixty-five (65) feet wide shall contain minimum ten (10) foot landscape strips intermittently spaced in said parking area. Further, parking lots greater than two hundred (200) feet long shall have landscape planters measuring ten (10) feet by twenty (20) feet intermittently spaced with said parking area.

Section 6.5 Exterior Facades.

6.5.1 There shall be no expansion walls in front yards of any Lot.

6.5.2 No drainage down-spouts shall be exposed without being integrated into the architectural design of the building.



6.5.3 Exterior construction material shall be approved by the Committee.

6.5.4 No building shall have any appendages (i.e. exhaust fans, vents, etc.) visible to the front yard other than canopies approved by the Committee.

#### Section 6.6 Screening

6.6.1 No incineration of offsite materials shall be allowed and no hazardous or toxic waste materials shall be stored or disposed of on any Lot in violation of any applicable law or ordinance.

6.6.2 Any antenna or receiving dishes must be approved by the Committee.

6.6.3 Any such screening must be approved by the Committee.

Section 6.7 Fences. Vinyl-clad, chain-link or other fences of like kind are permitted inside and rear yards only and must be placed along the property lines in said side and rear yards.

#### Section 6.8 Utilities.

6.8.1 Ground mounted transformers and switching gear shall be visually screened from view by landscaping.

6.8.2 All street lights and parking lot lights shall be uniform throughout the Property.

#### Section 6.9 Landscaping.

6.9.1 The building site, including the area between the Lot line and street curb line, shall be landscaped except for those areas covered by the building and paved areas. All lawn areas shall be planted and said lawn shall not exceed fifty percent (50%) of the total landscaped area.

6.9.2 Planting beds shall be mulched and maintained weed-free and in an orderly appearance.

#### Section 6.10 Signage.

6.10.1 All signs must either be flush mounted on the Building facade or mounted on a ground set monument similar in design and material to the building itself.

6.10.2 Facade mounted signs shall be made of metal and shall be ground lit and uniform in size and color throughout the Property. Any ground set monument signs shall be ground lit and appropriately landscaped.

6.10.3 No portable or temporary signs of any form shall be permitted except for "Building for Sale" or "Building for Lease" signs placed upon any Lot without the approval of the Committee.

Section 6.11 Variances. The Committee shall have the power and authority, in its sole discretion, to grant variances in compliance with any portion of this Article.

## **ARTICLE 7 EASEMENTS**

Section 7.1 Easement for Encroachments. To the extent that any of the Common Areas unwillfully encroaches on any other Lot, whether by reason of any deviation from the plats in the construction, repair, renovation or repair of any Improvement, or by means of the settling or shifting of any land or Improvement, a valid easement for such encroachment shall exist. The purpose of this section is to protect the Owners, except in cases of willful and intentional misconduct by them or their agents or employees, and to relieve the Declarant but not any contractors, subcontractors or materialmen of any liability which any of them may have by reason of any failure to adhere to the plat.

Section 7.2 Easement for Utilities. There is hereby reserved to Declarant, its successors and assigns, a ten (10) foot strip along each and every property line of every Lot as an easement for the purposes of ingress, egress, installing, replacing, repairing and maintaining any and all utilities serving the Property or any portion thereof. However, where reasonably possible, all utilities shall be placed underground. By virtue of these easements, it shall be expressly permissible for the providing utility company to erect and maintain the necessary equipment on the Common Areas and the ten (10) foot easement strip and to affix and maintain utility wires circuits and conduits on, across and under the surface of the various Buildings. Notwithstanding anything contained herein to the contrary, no sewers, electrical lines, water lines or other utilities may be installed or located or relocated on any portion of the Property except as may be approved by the Committee or as provided during the original development by Declarant. Should any utility furnishing a service covered by the general easements herein provided request a specific easement by a separate instrument, the Declarant shall have the power to dedicate all or part of the Common Areas to the City of Wills Point, Texas, or any other local government entity.

Section 7.3 Other Easements. An easement is hereby granted to the Declarant and to policemen, firemen, ambulance personnel and all similar persons to enter upon the ten (10) foot easement strip along all property lines of all Lots or any part thereof in the proper performance of their respective duties. Except in the event of emergencies, the rights accompanying the easement provided for in this Section 7.3 shall be exercised only during reasonable daylight hours and then, whenever practicable, only after advance notice to and with permission of the Owner or Owners directly affected thereby.

Section 7.4 Declarant's Easements. Declarant hereby reserves the right to use such portions of the Common Areas and such portions of the ten (10) foot strip along all property lines of all Lots, improved or unimproved, as it, in the exercise of its sole but reasonable discretion, may deem necessary or advisable for, or as may be reasonably required, convenient or incidental to, the construction of Improvements within the Property, including, but not limited to, the construction of Common Area landscaping. Such right shall exist until such time as the Declarant no longer owns any Lot within the Property, and any such right shall not affect any member's obligation to pay Assessments due during such period of time.

## ARTICLE 8 ENFORCEMENT

Section 8.1 Responsibility of Owner. Each Owner shall be responsible for compliance with the terms, provisions and conditions of this Declaration by its Occupants, employees, agents, independent contractors, tenants, customers and visitors.

Section 8.2 Declarant's and/or Committee's Rights. Declarant and Committee or the duly authorized representatives of the Committee shall have the right, upon reasonable notice and with no objection from such Owner, at any time and from time to time following violation or breach of this Declaration, without any liability to the Owner or Occupant for trespass or otherwise, to enter upon the Lot as to which said violation or breach exists. Once upon said Lot, they shall have the right to abate and remove, at the expense of the Owner, any structure, thing or condition that may be or exist thereon contrary; to the intent and meaning of this Declaration or to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of the Restrictions or terms of this Declaration.

Section 8.3 Declarant's Obligation to Furnish General Liability Insurance. It is agreed that any and all policies of insurance to be kept and maintained in force by the respective parties hereto shall be obtained from good and solvent insurance companies with at least an **A rating from the A. M. BEST COMPANY, and be qualified by the Texas Department of Insurance to do insurance business in the State of Texas.**

8.3.1 Declarant agrees to hold Owner harmless from and against any claim, demand, or cause of action that may be asserted by any person arising out of injury or death or property damage including any claim for injury or death or property damage suffered by any of Declarant employees, officers, agents, and business invitees, including, but not limited to, third party actions for injury or death otherwise covered under applicable workers' compensation laws, and regardless of the sole or concurring negligence of Owner.

Declarant shall obtain liability insurance, and Declarant will, at its own expense, at all times during the term of this lease maintain in force a policy or policies of insurance, written by one or more responsible insurance carriers authorized to do business in the State of Texas, with at least an **A rating by A. M. BEST COMPANY**, or one which is designated by Owner, which will insure Owner against liability for injury to or death of persons or loss or damage to their property occurring in or about the Declarant's facilities and/or premises, **whether the claim is the result of the sole negligence of Owner or the joint negligence of Owner and/or Declarant, or of any other persons whether those persons are the agent, servant and/or employee of Owner or Declarant or occupants of the same building or of adjacent buildings or on the Property described in Exhibit "A" arising out of the operation of Declarant or from the facilities and/or premises as described in Exhibit "A" attached hereto.**

The liability under such insurance shall be not less than One Million Dollars (\$1,000,000.00) for any one person injured or killed, and a limit of liability of Two Million Dollars (\$2,000,000.00) for bodily injuries or property damage arising out of one accident or occurrence.

Section 8.4 Attorneys' Fees. Every Owner or Occupant shall be obligated to pay the reasonable and necessary attorneys' fees of the party bringing an action against such Owner or Occupant for the enforcement of the provisions of this Declaration, provided such party bringing said action has obtained a judgment, against such Owner or Occupant in its favor by a court of record and such judgment has become final. The amount of attorneys' fees shall be reasonable and shall be determined by the court involved in such proceedings.

Section 8.5 No Waiver. No delay or failure on the part of an aggrieved party to invoke any available remedy in respect to a violation of any of the terms of this Declaration shall be held to be a waiver by that party (or an estoppel of that party to assert) of any right available to it upon recurrence or continuance of said violation or the occurrence of a different violation, nor shall there be construed upon Declarant a duty to take any action to enforce the Declaration.

## **ARTICLE 9 AMENDMENTS**

Section 9.1 Amendments by Declarant. During any period in which Declarant retains the right to appoint and remove any directors and officers of the Board, Declarant may, upon written notice to the Owners, amend this Declaration by an instrument in writing filed and recorded in the records of the County Clerk of Van Zandt County, Texas, without the approval of any Member or Owner of any portion of the Property. Provided, however that in the event that such amendment has a material impact on any Owner's business, materially impacts the marketability of an Owner's Lot, materially alters or changes any Owner's use, enjoyment or value of such Owner's Lot or of the Common Areas or if such amendment adversely affects the title to any Lot, such amendment shall be valid only upon the written consent of the owners affected thereby. Each Owner, by acceptance of a deed or other conveyance to a Lot, agrees to be bound by such amendments as are permitted by this section and further agrees that, if requested to do so by Declarant, such Owner will consent to the amendment of this Declaration or any other instruments relating to the Property: (i) if such amendment is necessary to bring any provision hereof or thereof into compliance or conformity with the Requirements of a Governmental Authority which shall be in conflict therewith or (ii) if such amendment is necessary to correct a scrivener's error in the drafting of this Declaration. Any such amendment shall be effected by a signed instrument recorded in the Real Property Records of Van Zandt County, Texas.

## **ARTICLE 10 GENERAL PROVISIONS**

Section 10.1 Coverage. The Restrictions and this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Committee, Board, Declarant or by the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns.

Section 10.2 Compliance. Each Owner shall comply strictly with the covenants, conditions and restrictions set forth in this Declaration, and the By-Laws and rules and regulations of the Committee, Board or Declarant now or hereafter adopted, as the same may be lawfully amended from time to time.

Section 10.3 Duration. The covenants and restrictions of this Declaration shall remain in effect, and shall inure to the benefit of and be enforceable by the Declarant, or any Owner of a Lot or such other property as is hereinafter made subject to this Declaration, for a period of fifty (50) years from the date hereof, and any easement created or reserved hereby shall continue to exist to the extent permitted by law. Said Declaration may be renewed and extended in whole or in part, beyond said period for successive periods not to exceed ten (10) years each if any agreement for renewal and extension is signed by Declarant, if it is the owner of any real property then subject to this Declaration, and by the Owners of at least two-thirds of the square feet of land area in the Property, exclusive of streets and other public ways. No such agreement or renewal and extension shall be effective unless filed of record in the office of the County Clerk of Van Zandt County, Texas at least one hundred eighty (180) days prior to the expiration date of this Declaration as same may be renewed and extended in accordance with the terms hereof.

Section 10.4 Rezoning. Every Owner, by acquiring its interest in any Lot, agrees that it will not bring any action or suit except with the written approval of the Declarant, its successors or assigns, to change the zoning of any portion of the Property.

Section 10.5 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

Section 10.6 Governing Law. The interpretation of this Declaration shall be governed by and construed in accordance with the laws of the State of Texas, except for conflict of laws provisions.

Section 10.7 Time. Time is of the essence of this Declaration.

Section 10.8 Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given an interpretation or construction which, in the opinion of Declarant or the Board, will best effect the intent of the general plan. The provisions hereof shall be liberally interpreted, and if necessary, shall be so extended or enlarged by implication to make them fully effective. In the event of any conflicts or inconsistencies between the Texas Non-Profit Corporation Act, this Declaration, the Articles of Incorporation or the By-Laws, the terms and provisions of the Texas Non-Profit Corporation Act as may be applicable, this Declaration, the Articles of Incorporation or the By-Laws, in that order shall prevail. The singular whenever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 10.9 Additional Property. Declarant shall subject additional property which is contiguous to the Property to this Declaration by an Amendment filed in the Real Property Records of Van Zandt County, Texas. Declarant also may, subject additional property or

designate other portions of the Property to be part of the Common Areas by an amendment to this Declaration filed in the Real Property Records of Van Zandt County, Texas.

**WILLS POINT ECONOMIC DEVELOPMENT CORPORATION,**  
a Texas Non-Profit Corporation,

By: \_\_\_\_\_  
Dyde Manning III  
President

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Thomas Mitchell  
Secretary

**STATE OF TEXAS** §  
§  
**COUNTY OF VAN ZANDT** §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Dyde Manning III, President of the Wills Point Economic Development Corporation, a Texas non-profit corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, in and for the State of Texas

*Exhibit A*

Property