

APPLICATION FOR LAND SUBDIVISION (PLAT)

DATE RECEIVED: 6/21/23

CHECK ONE: Preliminary Plat Final Plat Replat Amended Cancellation

1. PROPOSED SUBDIVISION NAME: Hidden Oaks Estates UNIT NO. —
 LOCATION DESCRIPTION/NEAREST COUNTY ROAD EM 1507 + CR 1108
 ACREAGE 60 NO. OF LOTS: EXISTING 29 PROPOSED —
 REASON(S) FOR PLATTING/REPLATTING Amending Subdivision Name

2. OWNER/APPLICANT*: Dave McIlrath
(*If applicant is person other than owner, a letter of authorization must be provided from owner)
 ADDRESS: 3910 Wilsby St. Greenville, TX 75401
 TELEPHONE: 972-210-9125 FAX: — MOBILE: 972-210-9125
 EMAIL: gretchenimp@gmail.com

3. LICENSED ENGINEER/SURVEYOR: By-Line Surveying
 MAILING ADDRESS: P.O. Box 834, Emory, TX 75440
 TELEPHONE: 903-473-5150 FAX: — MOBILE: 903-368-8384
 EMAIL ADDRESS: tinab@bylinesurveying.com

4. LIST ANY VARIANCES REQUESTED: N/A
 REASON FOR REQUEST (LIST ANY HARDSHIPS): N/A

5. PRESENT USE OF THE PROPERTY: New Residential Construction
 INTENDED USE OF LOTS: (CHECK ALL THOSE THAT APPLY)
 RESIDENTIAL (SINGLE FAMILY) RESIDENTIAL (MULTI-FAMILY)
 OTHER (SPECIFY) —

6. PROPERTY LOCATED WITHIN CITY ETJ: YES NO
 If yes, Name of City: —

7. IS ANY PART OF THE PROPERTY IN A FLOODPLAIN? YES NO

WATER SUPPLY: Shirley Water Supply ELECTRIC SERVICE: Farmers Electric Co-OP
 SEWAGE DISPOSAL: B+M Septic GAS SERVICE: N/A

8. Is the property subject to any liens, encumbrances, or judgments? If so, give details. (Provide separate sheet if needed) Permission from any lien holders and/or removal of any encumbrances or judgments will be necessary prior to filing of said plat with the County Clerk's Office.

9. See platting requirements. All necessary documents to reflect compliance must be complete before application will be deemed complete.

10. I agree to comply with all platting and subdivision requirements of Hopkins County, Texas. I understand that the plat will NOT be forwarded to the Commissioners' Court unless all documentation is satisfactorily filed with the County Clerk's Office correction due date.

[Signature] Signature of Owner/Applicant Dave McIlrath Print Name & Title

**If applicant is person other than owner, a letter of authorization must be provided from owner. Signature indicates authorization for plat application and acceptance of waiver statement.

DATE: 6/21/23

LIENHOLDER'S ACKNOWLEDGEMENT

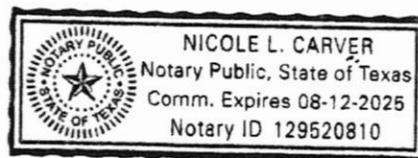
I, Manuel Lozano, owner and holder of a lien against Lot 14 described within the Revision to Plat, said lien being evidenced by instrument of record in File No. 2023-1774, of the Official Public Records of Hopkins County, Texas, do hereby in all things subordinate to said Revision of Plat said lien, and I hereby confirm that I am the present owner of said lien and have not assigned the same nor any part thereof. I have no opposition to the name change of Noah Joy Estates to Hidden Oaks Estates. I will allow the Trustee, Brent Money, to sign for me on the Revised Plat.


Manuel Lozano

STATE OF TEXAS
COUNTY OF Boerwal

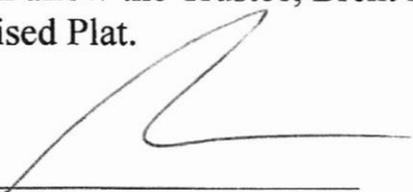
SWORN TO AND SUBSCRIBED before me by Manuel Lozano on the 6th day of August, A.D., 2023.


Notary Public, State of Texas



LIENHOLDER'S ACKNOWLEDGEMENT

I, Price Pointer, owner and holder of a lien against Lot 1 described within the Revision to Plat, said lien being evidenced by instrument of record in File No. 2023-1773, of the Official Public Records of Hopkins County, Texas, do hereby in all things subordinate to said Revision of Plat said lien, and I hereby confirm that I am the present owner of said lien and have not assigned the same nor any part thereof. I have no opposition to the name change of Noah Joy Estates to Hidden Oaks Estates. I will allow the Trustee, Brent A. Money, to sign for me on the Revised Plat.



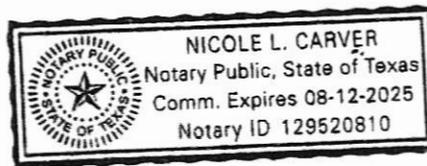
Price Pointer

STATE OF TEXAS
COUNTY OF Rockwall

SWORN TO AND SUBSCRIBED before me by Price Pointer on the 6th day of August, A.D., 2023.



Notary Public, State of Texas



LIENHOLDER'S ACKNOWLEDGEMENT

We, Randy and Pam Letourneau, owners and holder of a lien against Lot 15 described within the Revision to Plat, said lien being evidenced by instrument of record in File No. 2023-704, of the Official Public Records of Hopkins County, Texas, do hereby in all things subordinate to said Revision of Plat said lien, and I hereby confirm that I am the present owner of said lien and have not assigned the same nor any part thereof. We have no opposition to the name change of Noah Joy Estates to Hidden Oaks Estates. We will allow the Trustee, Brent A. Money, to sign for us on the Revised Plat.

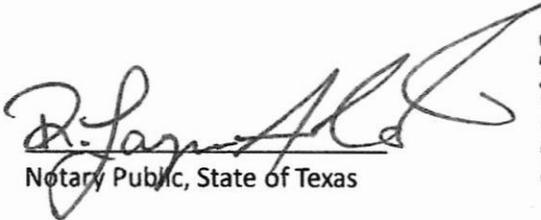


Randy Letourneau

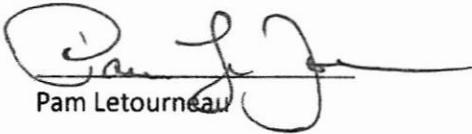
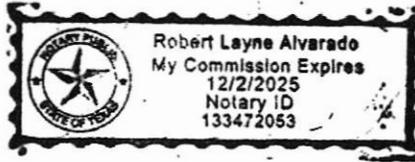
STATE OF TEXAS

COUNTY OF HUNT

SWORN TO AND SUBSCRIBED before me by Randy Letourneau on the 1st day of AUGUST, A.D., 2023.



Notary Public, State of Texas

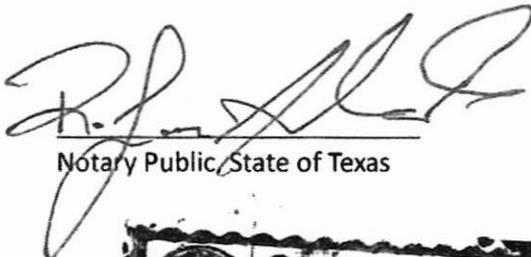


Pam Letourneau

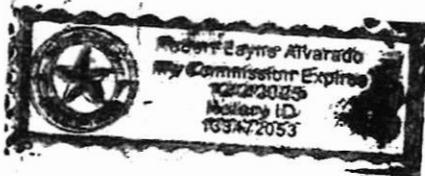
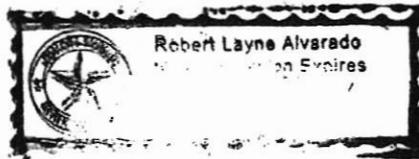
STATE OF TEXAS

COUNTY OF HUNT

SWORN TO AND SUBSCRIBED before me by Pam Letourneau on the 1st day of AUGUST, A.D., 2023.



Notary Public, State of Texas



LIENHOLDER'S ACKNOWLEDGEMENT

I, Marcia Strauss, owner and holder of a lien against Lot 29 described within the Revision to Plat, said lien being evidenced by instrument of record in File No. 2023-705, of the Official Public Records of Hopkins County, Texas, do hereby in all things subordinate to said Revision of Plat said lien, and I hereby confirm that I am the present owner of said lien and have not assigned the same nor any part thereof. I have no opposition to the name change of Noah Joy Estates to Hidden Oaks Estates. I will allow the Trustee, Steve Van Rooy, to sign for me on the Revised Plat.

Marcia Strauss

Marcia Strauss

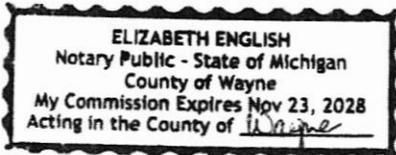
STATE OF MICHIGAN

COUNTY OF Wayne

SWORN TO AND SUBSCRIBED before me by Marcia Strauss on the 28th day of July, A.D., 2023.

[Signature]

Notary Public, State of Michigan



**Bylaws of The Property Owners' Association Of
Hidden Oaks Estates of Brashear**

- Property Owners' Association: Hidden Oaks Estates of Brashear Property Owners' Association
- Principal Office: Brashear, Texas
- Declaration: The property is subject to a number of publicly recorded documents, including the Declaration of Covenants, Conditions and Restrictions for Noah Joy Estates recorded or to be recorded in Real Property Records of Hopkins County, Texas (the "Declaration")
- Definitions: Capitalized terms used but not defined herein have the meaning set forth in the Declaration.
- Declarant Control: In the event any provision in these Bylaws is inconsistent with any provision in the Declaration, the provision in the Declaration shall control.
- Parties to Bylaws: All present or future lot owners and all other persons who use or occupy the Property in any manner are subject to these Bylaws, the Declaration, and the other Governing Documents as defined in the Declaration. The mere acquisition of a lot or occupancy of a dwelling will signify that these Bylaws are accepted, ratified, and will be strictly followed.
- Applicable Law: The Association is a legal entity governed by the Texas Business Organizations Code (the "Code")
- Voting Members: Members entitled to vote their proxies.

A. Members

A.1. Membership. Every Owner is a Member of the Property Owners Association. Membership is appurtenant to and may not be separated from ownership of a Lot. The Property Owners Association has two classes of voting Members:

A.1.a. Class A. Class A Members are all Owners, other than Declarant. Class A Members have one vote per Lot owned. When more than one person holds and interest in a given Lot, all such persons will be Members and the vote for such Lot will be exercised as they may determine among themselves. In no event may more than one

vote be cast with respect to any Lot owned by Class A member. Only one vote may be cast for a Lot.

A.1.b. Class B. The Class B Member is Declarant, who will be entitled to the exercise one vote for each Lot owned by the Declarant at the time of such vote is cast. The Class B membership ceases and converts to a Class A membership January 1, 2024. Thereafter, there will be no Class B membership.

A.2. Place of Meeting. Members' meetings will be held at the Property Owners Association's Principal Office or at another place designated by the Board.

A.3. Annual Meetings. The first Members meeting will be held within 12 months after the formation of the Property Owners Association. Subsequent regular annual Members meetings will be held in May every calendar year.

A.4. Special Meetings. The president may call special meetings. The president must call a special meeting if directed by the Boards or by a petition signed by 50 percent of the Class A Voting Members.

A.5. Notice of Meetings, Election and Vote. Written notice stating the place, day, and hour of each Members meeting, other than a reconvened meeting, must be given to each Member not less than ten nor more than sixty days before the meeting. For voting not at a meeting, notice must be given not later than the twentieth day before the latest day on which a ballot may be submitted to be counted. The special Members meeting notices must also state the meeting's purpose, and no business may be conducted except as stated in this notice. Notice to a Member must state the purpose of an association-wide election or vote and is deemed given when hand delivered or mailed. If mailed, notice is deemed given (weather received or not) when deposited with the United States Postal Service, postage prepaid.

A.6 Waiver of Notice. A member may, in writing, waive notice of a meeting. Attendance at a meeting is a waiver of notice of the meeting unless the Member objects to lack of notice when the meeting is called to order.

A.7 Quorum. A majority of the Voting Members is a quorum. If a Members meeting cannot be held because a quorum is not present, either in person, by proxy, by absentee ballot, or by electronic ballot, a majority of the Voting Members who are present may adjourn the meeting. At the reconvened meeting, 25 percent of the Voting Members is a quorum. If a quorum is not present, a majority of the Voting Members who are present may adjourn the meeting. At the second reconvened meeting, a majority of the Board is a quorum. Written notice of the place, date and hour of each reconvened meeting must be given to each Member not less than 15 days before the reconvened meeting.

A.8. Majority Vote. Voting by members may be at a meeting or outside of a meeting. Voting must be as required by law. Votes representing more than 51 percent of the Voting Members present at a meeting at which a quorum is present are a majority vote.

A.9. Voting Methods. Voting Members may, at the option of the Board, vote in person, by proxy, by absentee ballot, by electronic ballot, or by any other process approved by the Board. A Member must be allowed to vote by absentee ballot or proxy, but the Board is not required to provide a Member with more than one voting method.

A.10. Conduct of Meetings. The president will preside over Members meetings. The secretary will keep minutes of the meetings and will record in a minute's book the votes of the members.

B. Board

B.1. Governing Body; Composition. The affairs of the Property Owners Association are governed by the Board. Each director has one vote. The initial Board is composed of the directors appointed in the certificate of formation. Each director must be a Member or, in the case of an entity Member, a person designated in writing to the secretary.

B.2. Qualifications.

B.2.a. Member. Each director must be a Member or, in the case of an entity Member, a person designated in writing by either proxy or a resolution to the secretary of the Property Owners Association.

B.2.b. Felony or Crime Involving Moral Turpitude. If the Board is presented with written, documented evidence from a database or other record maintained by a governmental law enforcement authority that a director was convicted of a felony or crime involving moral turpitude not more than twenty years before the date the Board is presented with the evidence, that director is immediately ineligible to serve on the Board, automatically considered removed from the Board, and prohibited from the future service on the Board.

B.2.c. Cohabitation of Directors. A member may not serve on the Board if the Member cohabits at the same primary residence with a director. This section does not apply during the Property Owners Association's development period to affect the eligibility to serve on the board of:

- i. a Member who cohabits with a developer or Declarant of the Subdivision; or
- ii. the developer or Declarant.

B.3. Number of Directors. The Board consists of not less than three directors and not more than seven directors. Within those limits, the Board may change the number of directors. No decrease may shorten the term of a director.

B.4 Term of Office. The initial directors will serve until the second annual meeting of Members. Successor directors will have a term of two years. Directors may serve a maximum amount of 3 consecutive terms.

B.5 Staggered Terms. To maintain staggered terms, two directors will be elected in even-numbered years, and one director will be elected in odd-numbered years. To establish staggered terms, at the first election, the candidates receiving the most votes will serve 2-year terms, and the candidate receiving the next-highest votes will serve initial terms of one year. Thereafter, their successors will serve 2-year terms. If the board is ever elected en masse, the same method will be used to re-establish staggered terms

B.6 Election. At the first annual meeting of Members, the Voting Members will elect directors to succeed the initial directors. At subsequent annual Members meetings, successors for each director whose term is expiring will be elected. Cumulative voting is prohibited. The candidate or candidates receiving the most votes will be elected. The directors elected by the Voting Members will hold office until their respective successors have been elected.

B.7. Removal of Directors and Vacancies.

B.7.a. Removal by Members. Any director may be removed, with or without cause, by a majority of the Voting Members. Any director whose removal is sought will be given notice of the proposed removal.

B.7.b. Removal by Board. Any director may be removed at a Board meeting if the director -----

- i. failed to attend three consecutive Board meetings.
- ii. failed to attend fifty percent of Board meetings within one year.

B.7.c. Vacancies. A director's position becomes vacant if the director dies, becomes incapacitated, resigns, or is no longer a Member.

B.8. Compensation. Directors will not receive compensation. A director may be reimbursed for expenses approved by the board.

B.9. Powers. The Board has all powers necessary to administer the Property Owners Association affairs.

B.10. Management. The Board may employ a managing agent. Declarant, or an affiliate of Declarant, may be the managing agent.

B.11. Accounts and Reports. Accounting and controls must conform to good accounting practices. Accounts will not be commingled with accounts of other persons. The following financial reports will be prepared at least annually and will be available to members.

B.11.a. An income statement reflecting all income and expenses for the preceding period.

B.11.b. A statement reflecting all cash receipts and disbursements for the preceding period.

B.11.c. A variance report reflecting the status of all accounts in an "actual" versus "approved" budget format.

B.11.d A balance sheet as of the last day of the preceding period.

B.12. Borrowing. If approved in advance by the Members in the same manner as approving a Special Assessment, the Board may borrow money for any purpose.

B.13. Rights of Association. In accordance with the Declaration, the Property Owners Association will have the right to contract with any person for the performance of various duties and functions to maintain upkeep the Hidden Oaks Estates of Brashear community. Such agreements require the approval of the Board.

B.14. Enforcement Procedures.

B.14.a. Notice. Before the Board may (i) file a suit against an Owner other than a suit to collect any Assessment, (ii) foreclose the Property Owners Association's lien, (iii) charge an Owner for property damage, or (iv) levy a fine for violation of the Dedicatory Instruments, the Property Owners Association or its agent must give written notice to the Owner as required or permitted by law. The notice must describe the violation or the property damage that is the basis for the suspension action, charge or fine and state any amount due to the Property Owners Association from the Owner. The notice must also (i) inform the Owner threat if the violations curable and does not pose a threat to public health or safety, which means it could not materially affect the health of or safety of an ordinary resident, the Owner is entitled to a reasonable period to cure the violation and avoid the fine or suspension unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months; (ii) indicate that the owner may request a hearing in

accordance with Texas Property Code section 209.007 on or before the thirteenth day after the date the notice was mailed to the Owner; (iii) state that the Owner may have special rights if the Owner is serving on active military duty, and (iv) state the date by which the Owner must cure a curable violation that does not pose a threat to public health and safety.

B.14.b Hearing If the Owner is entitled to an opportunity to cure the violation the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before a committee appointed by the Board or before the Board if the Board does not appoint a committee. If a hearing is to be held before a committee, the notice must state that the owner has the right to appeal against the committee's decision to the Board by written notice to the Board.

The Property Owners Association must hold a hearing under this section not hearing and must notify the Owner of the date, time, and place of the hearing not later than the tenth day before the date of the hearing. The Board or the Owner may request a postponement, and, if requested, a postponement will be granted for a period of not more than ten days. Additional postponements may be granted by agreement of the parties. The Owner or the Property Owners Associations may make an audio recording of the meeting.

The hearing will be held in executive session affording the alleged violator a reasonable opportunity to be heard. Before any sanction hereunder becomes effective, proof of a proper notice will be placed in the minutes of the meeting. Such proof will be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered the notice. The notice requirement will not be satisfied if the alleged violator appears at the meeting. The minutes of the meeting will contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board may, but will not be obligated to, suspend any proposed sanction if the violation is cured within a 14-day period. Such suspension will not constitute a waiver of the right to sanction violations of the same or other provisions and rules by any person.

B.14.c. Appeal. Following a hearing before a committee, if any, the violator will have the right to appeal against the decision to the Board. To perfect this right, a written notice of appeal must be received by the managing agent, if any, president, or secretary within 7 days after the hearing date.

B.14.d. Changes in Law. The Board may change the enforcement procedures set out in this section to comply with changes in law. Notwithstanding anything to the contrary in this Section B.14, the Board may not take any action which is the subject matter of this section B.14 which is contrary to the governing law.

C. Board Meetings

C.1. Meetings. Except as permitted by law, all regular and special meetings of the Board must be open to the Owners. Except for a meeting held by electronic or telephonic means, a Board meeting must be held in a county in which all or part of the property in the subdivision is located or in a county adjacent to that county. A Board meeting may be held by electronic or telephonic means, provided all Owners and Board Members have access to the communication at the meeting as required by law.

C.2. Notice. Owners and Board Members must be given notice of the date, hour, place, and general subject of a regular or special Board meeting, including a general description of any matter to be brought up for deliberation in executive session. Notice must be given as required by law.

C.3. Waiver of Notice. The actions of the Board at any meeting are valid if (a) a quorum is present and (b) either proper notice of the meeting was given to each director, or a written waiver of notice is given by any director who did not receive proper notice of the meeting. Proper notice of a meeting will be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of proper notice.

C.4. Quorum of Board. At all meetings, a majority of the board will constitute a quorum, and the votes of a majority of the directors present at a meeting at which a quorum is present constitutes the decision of the Board. If the Board cannot act because a quorum is not present, a majority of the directors who are present may adjourn the meeting to a date not less than 7 nor more than 14 days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business that may have been transacted at the meeting originally called may be transacted without further notice.

C.5. Conduct of Meetings. The president will preside at Board meetings. The secretary will keep the minutes of the meetings and will record in a minute book the votes of the directors of any officer may serve as Secretary for the meeting. The Board meeting will be conducted as required by law.

C.6. Proxies. Directors may vote by written proxy.

D. Officers

D.1. Officers. The officers of the Property Owners Association are a president, vice president, secretary, and treasurer, to be elected from the Members. The Board may appoint other officers having the authority and duties prescribed by the Board. Any two or more offices may be held by the same person, except the offices of president and secretary.

D.2. Initial President. The initial president of the Hidden Oaks Estates of Brashear Property Owners Association will be Dave McIlrath. In May of 2025 there shall be an election of officers by a majority of property owners of which will replace the current president Dave McIlrath to the elected new president of the Hidden Oaks Estates of Brashear Property Owners Association. The president will be responsible for maintaining the Hidden Oaks Estates of Brashear Property Associations LLC & Banking Account Information. An amendment of such changes shall be documented and recorded with the Hopkins County Clerk.

D.2. Election, Term of Office, and Vacancies. Officers will be elected annually by the Board at the first meeting of the Board following each annual meeting of the Voting Members. A vacancy in any office may be filled by the Board for the unexpired portion of the term.

D.3. Removal. The Board may remove any officer whenever, in the Board's judgement, the interests of the Property Owners Association will be served thereby.

D.4. Powers and Duties. Officers have such powers and duties as are generally associated with their respective offices and as may be specifically conferred by the Board. The president is the chief executive officer of the Property Owners Association. The treasurer has primary responsibility for the preparation of the budget and financial reports and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

D.5. Resignation. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Resignation takes effect on the date of the receipt of the notice or at any later time specified in the notice.

E. Committees

The Board may establish committees by resolution and authorize the committees to perform the duties described in the resolution.

F. Dues & Assessments

F.1. Annual Dues. The Association shall have the right and authority to collect annual dues from Owners as provided by these Bylaws, the applicable Declaration of Reservations Articles of Incorporation, and/or any other dedicatory instrument. An upfront payment of \$500.00 per lot will be made by the purchaser of any and every lot at closing, regardless of the day or month the lot/parcel is purchased. No upfront annual fee is due from the developer ever. An annual payment is required for annual dues and shall be \$200.00 each year for every owner. The Annual Dues payment will be made by each lot owner and due on or before February 1st of every year. The Said \$200.00 annual payment shall be made for the

upcoming year. Both the initial \$500 and the annual \$200 shall be paid to the Board. The Association shall review and adjust the Annual Dues based on Property Owners' Association expenditures and budget at the May Annual Meeting every calendar year. Any objections or amendments to the annual dues amount will be decided by majority vote of 75% in the quorum meeting. The Association shall provide notice to all Owners of the annual dues amount thirty (30) days before the due date for each calendar year. All Owners are obligated to pay Annual Dues imposed by the Association to meet the annual expenses incurred by the Association.

F.2. Expenses. The Association shall use the Annual Dues to for the annual expenses incurred by the Association to include maintenance of the street lighting, electricity billed by the FEC; maintenance, landscaping, lighting, and upkeep of the Hidden Oaks Estates community entrance; maintenance of gravel private cul de sac roads; maintenance of the piped fencing along FM1567; and any community maintenance and upkeep the Association deems necessary and appropriate.

F.3. Special Assessments. The Association shall have the right and authority to assess and collect special assessment from Owners as provided by the applicable Declarations of Covenants, Restrictions, and Reservations, Articles of Incorporation, these Bylaws and/or any other dedicatory instruments. A special assessment is applicable to one fiscal year only and due in one or more, but less than twelve, installments. Owners must be given notice of a special assessment, including the installment amount or the annualized total of the installment amount and the payment due date(s), no less than thirty (30) days prior to the first due date. The Developer will not be assessed any special assessments ever.

G. Miscellaneous

G.1. Fiscal Year. The Board may establish the Property Owners Association's fiscal year by resolution. In the absence of a Board resolution determining otherwise, the Property Owners Association's fiscal year is a calendar year.

G.2. Rules for Meeting. The Board may adopt rules for the conduct of meetings of Members, Board, and committees.

G.3. Conflict. The Declaration controls over these Bylaws

G.4. Inspection of Books and Records

G.4.a Inspection by Member. After a written request to the Property Owners Association, a Member may examine and copy, in person or by agent, any Property Owners Association books and records relevant to that purpose. The Board may establish rules

concerning the (i) written request; (ii) hours, days of the week, and place; and (iii) payment of costs related to a Member's inspection and copying of books and records.

G.4.b Inspection by Director. A director has the right, at any reasonable time, and at the Property Owners Association's expense, to (i) examine and copy the Property Owners Association's books and records at the Property Owners Association's Principal Office and (ii) inspect the Property Owners Association's properties.

G.5. Notices Any notice required or permitted by the Dedicatory Instruments must be in writing. Notices regarding enforcement actions must be given as required or as permitted by law. All other notices must be given by regular mail. Notice by mail is deemed delivered (weather actually received or not) when properly deposited with the United States Postal Service addressed to (a) a Member at the Member's last known address according to the Property Owners Association's records and (b) the Property Owners Association, the Board, or a managing agent at the Property Owners Association's Principal Office or another address designated in a notice to the Members. Unless otherwise required by law or the Dedicatory Instruments, actual notice, however delivered is sufficient.

G.6. Amendment. These Bylaws may be amended at any time by the vote of 51% percent of the Voting Members in the Property Owners Association. This provision will not be construed as limiting the Board's power to amend the enforcement procedures to comply with the changes in law.

H. Dissolution

H.1. Dissolution. In the event that at least 51% of the members want to dissolve the Property Owners' Association of Hidden Oaks Estates, The Officers will be responsible for filing the dissolution with the county and all necessary governing bodies.

CERTIFICATION & ACKNOWLEDGEMENT

As the Declarant and the initial and sole member of The Hidden Oaks Estates Property Owners' Association, I certify the foregoing Bylaws of The Hidden Oaks Estates Property Owners' Association were adopted for the benefit of the Association by the initial Board of Directors of The Hidden Oaks Estates Property Owners' Association, at the organization meeting of the Board called by a majority of the Directs for the purpose of adopting these Bylaws.

SIGNED this 22 day of August 2023.

Hidden Oaks Estates Property Owners' Association

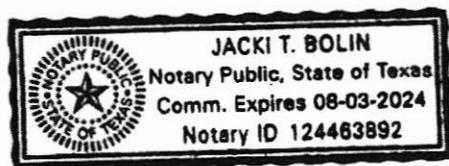
By: [Signature]

A Texas Limited Liability Company Its Member

By: [Signature]

STATE OF TEXAS
COUNTY OF HUNT

This instrument was acknowledged before me on this 22nd day August 2023 by Dave McIlrath, Managing Member of McIlrath Properties a Texas limited liability company.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

**Hidden Oaks Estates of Brashear Deed Restrictions
(Formally Known As Noah Joy Estates)**

The property is conveyed subject to the following restrictions which shall be covenants running with the land and shall be binding upon Grantee, Grantee's heirs and assigns. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages.

The Property is subject to the following restrictions ("the Restrictions"):

1. No building or improvements of any kind shall be erected on any lot nearer than 100 feet to the front line, not nearer than 50 feet to any side lot line, except that where surface terrain or shape of lot is not suitable for building construction within said limitations, A request for a variance shall be presented to Grantor or the Association.
2. No house trailers, mobile homes, prefabricated, modular, or tiny homes of any kind will be permitted on the Property. No structure of a temporary character be used at any time as a residence on the Property. No recreational vehicle may be used as a residence on the Property, nor 5th wheel, or anything similar.
3. No more than one single family residence, one extended family dwelling, and one workshop may be constructed on the Property. A residence must contain not less than 1,800 square feet exclusive of porches and garages. An extended family dwelling must contain not less than 400 square feet, and a workshop must contain not less than 200 square feet.
4. All material used in construction on the Property must be new or like new, and of a permanent type. The exterior construction of a residence or extended family dwelling shall be of at least 80% masonry. A workshop may be metal, but it must be powder coated or painted to match the primary dwelling and maintained free from rust. All mailboxes will be constructed from the same or similar material as the residence on the Property.
5. All buildings or structures erected or maintained on the Property must have the exterior completed within six (6) months after groundbreaking, and be fully completed within twelve (12) months.
6. The first 50 feet of any driveway on the Property must be constructed with concrete, any further driveway must be constructed with all-weather material.
7. All automobiles on the Property shall be in running condition with inflated tires and parked on improved surfaces outside of the road. No junk or abandoned cars, or anything resembling a garage or wrecking yard, will be

permitted on the Property. Non-operable vehicles must be kept in a garage or shop. Any non-operable vehicle not stored inside must be moved within 30 days.

8. No trash or garbage may be dumped or allowed to accumulate on the Property.
9. No semi-trucks, trailers, or construction trucks (cement, bull-dozers, cranes, or commercial vehicles of any kind etc.) will be stored or maintained on the Property, except as needed for construction and delivery of materials during construction.
10. No business or any type of commercial enterprise open to the public will be operated on the Property. This does not prohibit the owner of the Property or their family from conducting businesses remotely from the Property or crafting goods for sale on the property. Customers purchasing goods or services are not allowed to drive to the home to pick up said goods or services.
11. No swine, cows, donkeys, emus, ostriches, goats or other livestock will be permitted on the Property, except for one or two to be raised for educational purposes. No roosters are permitted on the Property. No More than 5 Dogs/Cats combined. No commercial pet breeding is permitted on the Property. All animals on the Property shall be maintained and cared for by the owner of the Property. Animals which create odor or excessive noise will not be permitted on the Property. Any animal which has caused actual injury to a person is not permitted on the Property.
12. No sign shall be displayed to the public view on the Property, except that: (i) any builder, during the time a residence is being constructed thereon, may utilize one professional sign (of not more than eight square feet in size) per tract for advertising and sales purposes; (ii) thereafter, a dignified "for sale" or "for rent" sign (of not more than nine square feet in size) may be utilized by the owner of the tract for the applicable sale or rent situation.
13. Fence must be painted white, 2 or 3 rails with top cap... optional metal hog fence attached inside (metal, approximately 2 inch by 2 inch squares, 12 gauge wire... NOT CHICKEN WIRE). Privacy fencing may not exceed 300 linear feet and must be only used behind the house.
14. All culverts installed on property must be adequate size and run parallel to the private road.
15. No lot in the subdivision may not be replated into a smaller lot.

These Restrictions apply to each tract in Hidden Oaks Estates of Brashear. During the term of construction, these Restrictions will be enforced if a majority of the owners of tracts within Hidden Oaks Estates of Brashear ("the Owners") request the enforcement action, to be confirmed by the Owners' signatures. After the completion of all residential construction within Hidden Oaks Estates of Brashear, these Restrictions are enforceable through an action brought by a majority of the Owners, to be confirmed by their signatures on a written instrument detailing the violation of the Restrictions and appointing one of the Owners as agent for the other signatories in such enforcement, with the appointment being accepted by said agent.

Buyer

Date

Buyer

Date

Developer/Owner

Date

_____

8/18/23

The foregoing instrument was acknowledged / Subscribed and sworn to before me on _____ by _____

Notary public, State of Texas, County of _____.

My commission expires _____.

Acting in the County of _____

DATE 06/22/2023

HOPKINS COUNTY CLERK
128 JEFFERSON STREET, SUITE C
SULPHUR SPRINGS TEXAS 75482

RECEIPT # 209857

TIME 11:39

FILE # M29849

RECEIVED OF: HIDDEN OAKS ESTATES

FOR: HIDDEN OAKS ESTATES

DESCRIPTION: PLAT FEE - AMENDING NOAH JOY ESTATES TO HIDDEN
OAKS ESTATES/TS

AMOUNT DUE \$250.00

AMOUNT PAID \$250.00

BALANCE \$.00

PAYMENT TYPE K

CHECK NO 4638

COLLECTED BY TS