

**FORMATION OF  
NEW CONSTRUCTION ADVISORY COMMITTEE  
FOR  
VILLAGES AT TWIN RIVERS**

**WHEREAS**, the Declaration of Protective Covenants for Villages at Twin Rivers, was recorded February 1, 2002 as Instrument Number 2002003513 in the Official Public Records of McLennan County, Texas (together with all amendments and supplements thereto, the "Declaration"), by Bosque River Chase, Ltd., a Texas limited partnership ("BRC"), as original declarant; and,

**WHEREAS**, by Assignment of Declarant Rights for Villages at Twin Rivers, recorded on October 2, 2013, as Instrument Number 2013035461 in the Official Public Records of McLennan County, Texas, BRC assigned to LG Village LLC, a Texas limited liability company ("LGV"), all of its rights, title, powers, benefits, interests and privileges as declarant under the Declaration; and,

**WHEREAS**, the Declaration provides that until one hundred (100%) percent of the Properties, as defined by the Declaration, have been developed and conveyed to purchasers in the normal course of development and sale, LGV retains the right to appoint all members of The Villages at Twin Rivers New Construction Committee ("NCC"), a committee of the Villages at Twin Rivers Community Association, Inc.; and

**WHEREAS**, a portion of the Properties have not been developed and have not been conveyed to purchasers in the normal course of development;

**WHEREAS**, LGV, as the successor to BRC of all of its rights, title, powers, benefits, interests and privileges as declarant under the Declaration, continues to have the sole right to appoint all members of the NCC;

**WHEREAS**, BRC and the NCC adopted certain builder guidelines which contain the construction and development standards adopted by the Declarant and the NCC (the "Design Guidelines");

**WHEREAS**, the NCC retains the sole and absolute authority to amend or modify the Design Guidelines, and to approve, disapprove or grant any variances to plans submitted to the NCC;

**WHEREAS**, the NCC reserves the right to alter the review process under the Design Guidelines in order to ensure an adequate review of all submissions to the NCC while accommodating the needs of builders and property owners;

**WHEREAS**, in furtherance of such right, the NCC desires to form the New Construction Advisory Committee ("NCAC") to provide non-binding, advisory recommendations to the NCC in connection with the review of plans and specifications submitted to the NCC for approval;

**WHEREAS**, the NCAC will serve in an advisory capacity to the NCC in accordance with the terms more particularly set forth herein.

**NOW, THEREFORE**, The Villages at Twin Rivers New Construction Committee, a committee of the Villages at Twin Rivers Community Association, Inc., does hereby provide as follows:

**Section 1. NCAC Committee.**

A. The NCC hereby establishes the New Construction Advisory Committee (“NCAC”), an advisory committee to The Villages at Twin Rivers New Construction Committee (“NCC”), a committee of the Villages at Twin Rivers Community Association, Inc., to serve until such time as the NCAC is abolished by the NCC.

B. The NCAC shall consist of three (3) persons appointed by the Board of Directors of the Villages at Twin Rivers Community Association, Inc. (“Association”), who shall serve and may be removed at the discretion of the Board of Directors of the Association, subject to Section 1(C) below. The members of the NCAC shall be Members of the Association. The Board of Directors shall appoint one (1) person to serve as the committee chairperson of the NCAC.

C. The NCC reserves the right to remove any member of the NCAC, to abolish the NCAC and to determine whether plans and specifications will be submitted to the NCAC for its review and provision of non-binding advisory recommendations in accordance with Section 2 hereof. The NCC reserves the right, in its sole and absolute discretion, to abolish the NCAC.

D. The NCAC has no right to approve, disapprove or grant variances to plans submitted to the NCC, nor does the NCAC have the right to amend or modify the Design Guidelines. Notwithstanding anything herein to the contrary, the NCC retains the sole and absolute authority to approve, disapprove or grant variances to plans and specifications submitted to the NCC, as well as the authority to amend or modify the Design Guidelines.

**Section 2. Duties of the NCAC**

A. Purpose. The NCAC’s sole purpose is to provide non-binding advisory recommendations to the NCC, as set forth in Section 2(B), in connection with plans and specifications submitted to the NCC for approval. Neither the formation of the NCAC, nor anything contained herein, shall be construed to grant the NCAC, or any member thereof, any property interest, authority or right to approve, disapprove or grant variances to plans submitted to the NCC. The NCAC has no the right to amend or modify the Design Guidelines.

B. Comments and Recommendations. All advisory recommendations by the NCAC provided to the NCC shall be in writing. If the NCAC shall recommend that the NCC disapprove any portion of the plans and specifications submitted to the NCAC, the NCAC shall provide specific written recommendations regarding the elements which the NCAC recommends the NCC disapprove. The NCAC shall only recommend revisions or comments to those aspects of plans and specifications submitted to the NCAC that are inconsistent with the Design Guidelines.

**Section 3. Manner for Providing Recommendations to the NCC**

A. Initial Submission. Section II of the Builder Guidelines is hereby revised to provide that, until such time as the NCAC is abolished or further direction of the NCC is provided, submittals are to be sent to:

New Construction Advisory Committee  
Villages at Twin Rivers Community Association, Inc.  
c/o Paramount Commercial Management Group LLC  
219 South Fourth Street  
Waco, Texas 76701

B. NCAC Comment Period. Upon receipt of any plans and specifications submitted for approval, the NCAC shall have seven (7) calendar days from receipt of such plans and specifications submitted to the NCC for approval ("Comment Period") to review and provide its recommendations or comments, as set forth in Section 2(B), in writing to the NCC in the manner set forth in Section 4. If the NCAC does not provide any recommendations or comments to the NCC within the Comment Period or any extension to such period as may be provided by the NCC in its sole and absolute discretion, then the NCAC shall have waived its right to provide comments and recommendations and shall be deemed to have no recommendations or comments to the plans and specifications submitted to the NCC.

C. NCC Action. The NCC will review and consider the NCAC's written recommendations or comments submitted to the NCC during the Comment Period in accordance with Section 4 hereof. Notwithstanding the foregoing, the NCC retains the sole and absolute authority to approve, disapprove or to grant variances to plans and specifications submitted to the NCC. The NCC shall have no obligation to follow the NCAC's recommendations or concerns or provide any response thereto. Further, the NCC shall have no obligation or duty to justify any decision made by the NCC to accept or reject any of the recommendations or concerns of the NCAC submitted to the NCC.

#### **Section 4. Delivery of Submitted Plans and NCAC Recommendations or Concerns**

Any correspondence required or permitted hereunder must be in writing and will be deemed to be delivered (whether actually received or not) the earlier of receipt or three business days after deposit with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown herein. Any address for notice may be changed by written notice delivered as provided herein.

If to the NCC:

The Villages at Twin Rivers New Construction Committee  
Villages at Twin Rivers Community Association, Inc.  
c/o LG Village, LLC  
PO Box 20307  
Waco, Texas 76702

If to NCAC:

New Construction Advisory Committee  
Villages at Twin Rivers Community Association, Inc.  
c/o Paramount Commercial Management Group LLC  
219 South Fourth Street  
Waco, Texas 76701

#### **Section 5. General Provisions**

A. Defined Terms. All capitalized terms used herein, to the extent not otherwise expressly defined herein, shall have the same meanings ascribed to them in the Declaration.

B. No Changes. The Declaration and the Builder Guidelines remain in full force and effect in accordance with their respective terms.

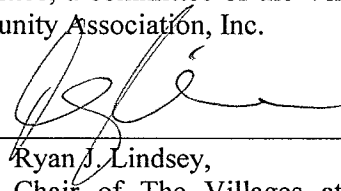
C. Revocation by the NCC. Notwithstanding anything herein to the contrary, the NCC retains the right, in it is sole and absolute discretion, to abolish the NCAC and to remove any member of the NCAC.

Executed this 2nd day of March, 2018.

**NCC:**

The Villages at Twin Rivers New Construction Committee, a committee of the Villages at Twin Rivers Community Association, Inc.

By: \_\_\_\_\_

  
Ryan J. Lindsey,  
Chair of The Villages at Twin Rivers New Construction Committee