

Denton County  
Juli Luke  
County Clerk

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Instrument Number: 35255

ERecordings-RP

DECLARATION

Recorded On: March 31, 2026 09:31 AM

Number of Pages: 13

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" Examined and Charged as Follows: "

Total Recording: \$73.00

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\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 35255  
Receipt Number: 20260330000914  
Recorded Date/Time: March 31, 2026 09:31 AM  
User: Lisa V  
Station: Station 38

**Record and Return To:**

Corporation Service Company



STATE OF TEXAS  
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke  
County Clerk  
Denton County, TX

**DECLARATION OF COVERNANTS, CONDITIONS, AND RESTRICTIONS**  
for  
**FRONTERA SHORES TOWNHOMES HOMEOWNERS ASSOCIATION INC.**

**THE STATE OF TEXAS**       §  
  §  
**COUNTY OF DENTON**       §

This Declaration of Covenants, Conditions, and Restrictions (this “Declaration”) is made effective as of [●] (the “Effective Date”) by WBWT LS Fronterra LLC, a Delaware limited liability company (“Declarant”).

**W I T N E S S E T H:**

WHEREAS, Declarant owns the real property more particularly described on Exhibit A, attached to and incorporated in this Declaration for all purposes, together with all improvements thereon and all easements, rights, and appurtenances thereto (“Property”); and

WHEREAS, said real property, collectively with any other real property that may be annexed and subjected to the provisions of this Declaration, is hereinafter referred to as “Frontera Shores Townhomes” or the “Community”;

WHEREAS, the Community is (or will be) operated as a build-to-rent residential community, in which the Declarant leases homes to residential Tenants;

WHEREAS, Declarant has formed of Frontera Shores Townhomes Homeowners Association, Inc., a Texas nonprofit corporation (the “Association”) to govern the Community in accordance with the bylaws of the Association and this Declaration; and

WHEREAS, Declarant desires to impose the following covenants, conditions, and restrictions upon Frontera Shores Townhomes and to subject Frontera Shores Townhomes to the jurisdiction of the Association.

NOW, THEREFORE, Declarant declares that Frontera Shores Townhomes will be held, sold, and conveyed subject to the covenants, conditions, restrictions and easements set forth in this Declaration, all of which are for the purpose of protecting the value and desirability of Frontera Shores Townhomes and which shall run with the real property known as Frontera Shores Townhomes. All provisions in this Declaration will be binding on all parties having any right, title, or interest in the described real property or any part thereof (as well as any other real property duly annexed and subjected to this Declaration), their heirs, successors and assigns, and shall inure to the benefit of Declarant.

**Article 1. Definitions**

1.1 “Association” means any Texas nonprofit corporation or unincorporated association created by Declarant to manage the Community. While Declarant owns any portion of the Property, Declarant has all Association and Board powers and may act in the Association’s name.

1.2 “Board” means the Association’s governing body (including Declarant acting in that capacity).

1.3 “Common Area” means all areas in the Community (other than Lots) designated by Declarant for common use, including private streets, sidewalks, open space, amenities, drainage and utility facilities, signage, and similar improvements. The Common Area is identified on Exhibit A as Tract 2: Common Area Lots.

1.4 “Declarant Control Period” means the period beginning on the Effective Date and ending when Declarant no longer owns all of the Lots.

1.5 “Dwelling” means a residential townhome on a Lot, including any attached garage and appurtenances.

1.6 “Lot” means any portion of the Property designated by plat or by Declarant for a single Dwelling.

1.7 “Lease” means any agreement for occupancy of a Dwelling by a person other than Declarant. The Community is a build-to-rent community in which Declarant leases Dwellings to Tenants unless and until Declarant elects to sell Lots.

1.8 “Property” has the meaning given in the recitals of this Declaration.

1.9 “Rules and Regulations” and “Community Standards” mean this Declaration and all policies, guidelines, and rules adopted by Declarant or the Association.

1.10 “Tenant” includes all parties obligated under a Lease and their permitted Occupants. “Occupant” means any lawful resident or guest.

## **Article 2. Property; Purpose; Texas Law**

2.1 Submission. The Property described in Exhibit A is subject to this Declaration.

2.2 Purpose. This Declaration establishes simple, uniform rules for a professionally managed, build-to-rent community and provides an optional framework to convert to a multi-owner association if Declarant sells any Lot.

2.3 Texas Law. The Community will be operated in compliance with applicable Texas statutes (including generally applicable provisions of the Texas Property Code on residential leasing, security devices, and maintenance) and local codes. If a conflict arises, law controls and the conflicting provision is modified to the minimum extent required.

## **Article 3. Governance; Declarant Control**

3.1 Authority. Declarant has formed the Association to govern the Community in accordance with the bylaws of the Association and this Declaration.

3.2 Transition. If Declarant sells any Lot (other than for financing/security), Declarant shall record an amendment to this Declaration establishing member voting, board composition,

and other provisions customary for Texas property owners' associations. Until then, Declarant is the sole member and director of the Association.

#### **Article 4. Common Areas; Easements**

4.1 Common Areas Generally. "Common Area" means property owned by or under the control or jurisdiction of the Association for the common use and benefit of the Declarant, together with such other property as the Association may acquire by purchase or otherwise, subject to the easements, limitations, restrictions, dedications, and reservations applicable thereto by virtue of this Declaration, an applicable Plat, or a prior grant or dedication..

4.2 Easements. Declarant reserves for itself, the Association, and their successors and assigns, a blanket easement upon, across, above, and under the Community for access, ingress, egress, installation, repairing, replacing, and maintaining all utilities (e.g., water, sewer, gas, telecommunications, and electricity), drainage facilities, landscaping, irrigation lines, perimeter fencing and walls, entry features, street lights, signage, and all other improvements shown on the Plat or otherwise intended to serve or benefit the Community.

#### **Article 5. Use Restrictions**

5.1 Residential Use Only. Lots and Dwellings are for single-family residential rental use consistent with zoning and codes. No gainful occupation, trade, or business (including short-term rentals or any transient occupancy) shall be conducted on any Lot, except for home-office activities that do not create customer traffic or unreasonable noise, odors, or nuisance to neighboring Lots. This Section shall not preclude Declarant from using any Lot it owns for model home or sales office purposes, or from constructing attached single-family townhomes or zero-lot-line homes as may be shown on the Plat or authorized herein.

5.2 Declarant's Operations. Notwithstanding any other provision of this Declaration, Declarant, its contractors and agents may carry out marketing, sales, construction, and development activities in the Community. Such activities include, but are not limited to: maintenance of model homes and sales offices (which may be located in one or more model residences or temporary buildings), display of signs, flags, banners and lighting customarily used in marketing new homes, storage of construction materials on Lots that are being improved, parking of construction and sales vehicles in appropriate areas, and reasonable on-site promotional events. Declarant, its contractors and agents may use residences as model homes or for customer hospitality, and may host grand openings, tours, and open house events that may include music, food/beverage service, and temporary parking on streets, provided that such events are conducted at reasonable hours. These permitted activities shall not be deemed a nuisance or violation of this Declaration, and are explicitly allowed. Declarant, its contractors and agents also have an easement for construction access throughout the Community, including the right to enter and utilize Common Area (or reserved easement areas on Lots) to install and maintain utilities, grading and drainage, landscaping, signage, and other improvements. In exercising these rights, Declarant, its contractors and agents will make efforts to minimize interference with occupied Lots and will repair any damage or mess on Common Areas or other property caused by development activities. Declarant, its contractors and agents may post development directional signs and Lot signage to direct prospective purchasers, which may remain until all homes are sold. Declarant may designate certain Common Areas (such as a parking area or park) as a temporary venue for

community events related to marketing (like a seasonal festival for potential buyers), and such use of Common Area is deemed authorized.

### **Article 6. Maintenance and Alterations**

6.1 Association Obligations. The Association shall maintain all Common Areas, building exteriors, roofs, structural elements, shared systems, irrigation, and landscaping.

6.2 Tenant Obligations. Tenants shall maintain all Dwelling interiors and promptly repair any damage to their respective Dwelling, the Common Areas or any other portion of the Community caused by Tenants or any invitees or guests of Tenants.

6.3 Access. The Association and its agents may enter any Lot or Dwelling with reasonable prior notice (or immediately in emergencies) in order to inspect, repair, maintain, or address safety issues with respect to the Lot or Dwelling.

### **Article 7. Insurance and Risk**

7.1 Association Insurance. The Association shall purchase and maintain in effect the following insurance policies, to the extent reasonably available at commercially reasonable cost: (a) a general liability policy covering the Association's Common Area and activities, in an amount not less than \$1,000,000 per occurrence (for personal injury, death, and property damage); (b) casualty insurance covering 100% of the current replacement cost of all major insurable improvements on the Common Area (if any), such as a clubhouse or pool house, after application of any deductibles (the policy may have "Agreed Amount" and "Inflation Guard" endorsements if available); (c) directors and officers liability insurance covering all directors, officers, committee members, and any community manager or managing agent of the Association, in such amount as the Board deems reasonable (but not less than \$1,000,000 per claim); and (d) fidelity/crime insurance or fidelity bond to protect against dishonest acts by the Association's officers, directors, and any persons handling funds of the Association, in an amount not less than the Association's estimated annual budget (including reserves). The Board may also procure other forms of insurance it deems advisable, such as property or boiler insurance, flood insurance (if in a flood hazard area), or umbrella/excess liability coverage. All Association policies shall name the Association as the first-party insured (or as an additional insured in the case of liability), and shall name Declarant as an additional insured. The policies may contain reasonable deductibles, which the Board shall budget for as expenses. The Board shall review insurance coverages at least annually to assess adequacy.

7.2 Repair and Reconstruction. If insurance proceeds are paid to the Association for damage to Common Area, the Board shall contract to repair or reconstruct the damaged area to substantially the same condition as before, unless Declarant directs the Association not to reconstruct or rebuild. Any reconstruction shall be in accordance with original plans or any different plans approved by the Declarant.

### **Article 8. Leasing and Compliance**

8.1 Leasing. All Dwellings are leased by Declarant on written forms and upon terms acceptable to Declarant, in Declarant's sole and absolute discretion. No structure on a Lot may be

leased or rented for any period less than 180 consecutive days, and no fractional portion of a Lot (less than the entire Lot with all improvements) may be separately rented, without Declarant's prior written consent, which may be granted or withheld in Declarant's sole and absolute discretion.

8.2 **Restrictions.** It is not the intention of this Section to unlawfully restrict or exclude any person who is protected by state or federal law. If any provision of this Section is found to violate such law, it shall be interpreted as narrowly as possible to preserve its intent while complying with law. For example, the Association shall not regulate or screen tenants based on any protected characteristic such as race, religion, national origin, sex, disability, familial status, or source of income. In accordance with Texas Property Code §202.024, the Association may not include or enforce any provision that prohibits or restricts the leasing of a Lot or dwelling to a person based on that person's method of payment (including payments made in whole or part through housing vouchers or rental assistance programs. Any existing covenant to the contrary is hereby void, and any future rule to the contrary shall be void.

### **Article 9. Architectural Control**

9.1 **Committee; Standards.** Declarant (or a committee it appoints) serves as the Architectural Review Committee and may adopt guidelines for improvements, including without limitation, exterior design, materials, landscaping, lighting, satellite placement, and signage.

### **Article 10. Utilities and Technology**

10.1 **Utilities.** Declarant may provide master or bulk utilities, submetering, or billing services for electricity, gas, water, wastewater, solid waste, cable, internet, and access control.

10.2 **Communications; Cameras.** Declarant may install and maintain communications and smart-home systems. Access control and video monitoring may be used in Common Areas in compliance with law. Cameras inside Dwellings are prohibited except as permitted by law with proper notice and consent.

### **Article 11. Taxes and Liens**

11.1 **Taxes.** Declarant pays ad valorem taxes on the Property. Lawful municipal fees, user fees, and utilities may be charged to Tenants under the Lease.

11.2 **Mechanic's Liens.** Tenants may not allow mechanic's or materialman's liens for Tenant-contracted work. Any such lien must be discharged or bonded off promptly, or Declarant may do so at Tenant's expense.

### **Article 12. Term; Amendments; Expansion**

12.1 **Term.** This Declaration runs with the land for ninety-nine (99) years from the Effective Date and then automatically renews in ten (10) year terms.

12.2 **Amendments.** During the Declarant Control Period, Declarant may amend this Declaration by recording an amendment hereto. After the expiration of the Declarant Control Period, Declarant shall record an amendment to this Declaration to address the conversion of the

Association to a multi-owner association framework with appropriate voting, assessments, maintenance, insurance, and enforcement provisions.

12.3 Annexation/Withdrawal. Declarant may annex additional property or withdraw property from the Association and the area covered by this Declaration by recording an amendment to this Declaration.

### **Article 13. Lenders; Estoppels**

13.1 Subordination. This Declaration is subject and subordinate to any deed of trust or mortgage on the Property and to renewals, extensions, modifications, consolidations, and replacements of the same.

13.2 Estoppels. Declarant or the Association may issue estoppel or compliance certificates confirming matters of record, charges, compliance, or defaults hereunder.

### **Article 14. Legal Compliance; Construction**

14.1 Laws. The Community will comply with applicable federal, state, and local laws. If there are conflicts between the provisions of Texas law, the Articles of Incorporation of the Association, the Bylaws of the Association, and this Declaration, the provisions of Texas law (to the extent mandatory) and then this Declaration shall prevail.

14.2 Severability; Construction. If any provision is invalid, the remainder remains enforceable. Headings are for convenience and do not affect interpretation.

### **Article 15. Miscellaneous**

15.1 Notices. The Association will maintain all records required by applicable law. Declarant's operational leasing records are confidential and proprietary.

15.2 Texas Law. This Declaration is governed by the laws of the State of Texas.

15.3 Omissions. If any necessary detail or regulation has been inadvertently omitted from this Declaration, the Association (through its Board) shall have the right to determine the matter in good faith or to adopt a rule governing the situation until such time (if ever) as this Declaration is appropriately amended to address it.

[signature page follows]



## **Exhibit A: Legal Description of Property**

### **Tract 1: Residential Lots**

Being Lots 1, 2, 3, 4, and 5, Block A; Lots 1, 2, 3, 4, 5, 6, and 7, Block B; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, and 21, Block C; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23, Block D; Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block F; Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block G; Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block H; Lots 1, 2, 3, 4, 5, and 6, Block I; Lots 1, 2, and 3, Block J; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18, Block K; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22, Block L; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19, Block M; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23, Block O; and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, and 30, Block R, of LAKESIDE CROSSING, an Addition to the City of Lewisville, Denton County, Texas, according to the plat thereof recorded in Volume 2024, Page 243, Plat Records of Denton County, Texas.

### **Tract 2: Common Area Lots**

Being Lot 6X, Block A; Lot 8X, Block B; Lots 22X, and 23X, Block C; Lot 9X, Block F; Lot 9X, Block G; Lot 9X, Block H; Lot 7X, Block I; Lot 4X, Block J; Lots 19X, 20X and 21X, Block K; Lots 23X, and 24X, Block L; Lots 20X, and 21X, Block M; Lot 1X, Block Q; Lots 31X and 32X, Block R and Lot 1X, Block S, of LAKESIDE CROSSING, an Addition to the City of Lewisville, Denton County, Texas, according to the plat thereof recorded in Volume 2024, Page 243, Plat Records of Denton County, Texas.

### **Tract 3: Easement Estate**

Being non-exclusive easement rights contained in that certain Access Easement Agreement dated 04/29/2025, by and between WBWT LS Fronterra LLC and MM Fronterra 35, LLC filed 04/30/2025, recorded in cc# 2025-45335, Real Property Records, Denton County, Texas.

Corporations Section  
P.O. Box 13697  
Austin, Texas 78711-3697



Jane Nelson  
Secretary of State

## Office of the Secretary of State

### CERTIFICATE OF FILING OF

Frontera Shores Townhomes Homeowners Association Inc.  
File Number: 806219068

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law

Dated: 09/17/2025

Effective: 09/18/2025



A handwritten signature in black ink that reads "Jane Nelson".

Jane Nelson  
Secretary of State

Phone: (512) 463-5555  
Prepared by: Angie Hurtado

Come visit us on the internet at <https://www.sos.texas.gov>  
Fax: (512) 463-5709  
TID: 10306

Dial: 7-1-1 for Relay Services  
Document: 1518863370002

Corporations Section  
P.O.Box 13697  
Austin, Texas 78711-3697



Jane Nelson  
Secretary of State

## Office of the Secretary of State

September 18, 2025

Attn: Danting Li

Danting Li  
5210 Spruce St  
Bellaire, TX 77401 USA

RE: Frontera Shores Townhomes Homeowners Association Inc.  
File Number: 806219068

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It has been our pleasure to file the certificate of formation and issue the enclosed certificate of filing evidencing the existence of the newly created nonprofit corporation.

Nonprofit corporations do not automatically qualify for an exemption from federal and state taxes. Shortly, the Comptroller of Public Accounts will be contacting the corporation at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the corporation. Information about franchise tax, and contact information for the Comptroller's office, is available on their web site at <https://window.state.tx.us/taxinfo/franchise/index.html>. For information on state tax exemption, including applications and publications, visit the Comptroller's Exempt Organizations web site at <https://window.state.tx.us/taxinfo/exempt/index.html>. Information on exemption from federal taxes is available from the Internal Revenue Service web site at <https://www.irs.gov>.

Nonprofit corporations do not file annual reports with the Secretary of State, but do file a report not more often than once every four years as requested by the Secretary. It is important for the corporation to continuously maintain a registered agent and office in Texas as this is the address to which the Secretary of State will send a request to file a periodic report. Failure to maintain a registered agent or office in Texas, failure to file a change to the agent or office information, or failure to file a report when requested may result in the involuntary termination of the corporation. Additionally, a nonprofit corporation will file documents with the Secretary of State if the corporation needs to amend one of the provisions in its certificate of formation. If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section  
Business & Public Filings Division  
(512) 463-5555  
Enclosure

*Come visit us on the internet at <https://www.sos.texas.gov>*

Phone: (512) 463-5555  
Prepared by: Angie Hurtado

Fax: (512) 463-5709  
TID: 10286

Dial: 7-1-1 for Relay Services  
Document: 1518863370002

**Form 202**

Secretary of State  
P.O. Box 13697  
Austin, TX 78711-3697  
FAX: 512/463-5709



**Certificate of Formation  
Nonprofit Corporation**

Filed in the Office of the  
Secretary of State of Texas  
Filing #: 806219068 09/17/2025  
Document #: 1518863370002  
Image Generated Electronically  
for Web Filing

Filing Fee: \$25

**Article 1 - Corporate Name**

The filing entity formed is a nonprofit corporation. The name of the entity is :

**Frontera Shores Townhomes Homeowners Association Inc.**

**Article 2 – Registered Agent and Registered Office**

A. The initial registered agent is an organization (cannot be corporation named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

**Danting Li**

C. The business address of the registered agent and the registered office address is:

Street Address:

**11750 Katy Fwy  
Ste 1400 Houston TX 77079**

**Consent of Registered Agent**

A. A copy of the consent of registered agent is attached.

OR

B. The consent of the registered agent is maintained by the entity.

**Article 3 - Management**

A. Management of the affairs of the corporation is to be vested solely in the members of the corporation.

OR

B. Management of the affairs of the corporation is to be vested in its board of directors. The number of directors, which must be a minimum of three, that constitutes the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting or until their successors are elected and qualified are set forth below.

Director 1: **Danting Li**

Title: **Director**

Address: **11750 Katy Fwy Ste 1400 Houston TX, USA 77079**

Director 2: **Derrick Hughes**

Title: **Director**

Address: **11750 Katy Fwy Ste 1400 Houston TX, USA 77079**

Director 3: **Janie Cuevas Franco**

Title: **Director**

Address: **11750 Katy Fwy Ste 1400 Houston TX, USA 77079**

**Article 4 - Organization Structure**

A. The corporation will have members.

or

B. The corporation will not have members.

**Article 5 - Purpose**

The corporation is organized for the following purpose or purposes:

**The purpose for which the corporation is organized is to be the property owners association for a residential community in Denton County, Texas.**

**Supplemental Provisions / Information**

**The corporation is a non-profit corporation, formed pursuant to the Texas Business Organizations Code and is organized is to be the property owners association for a residential community in Denton County, Texas.**

[The attached addendum, if any, is incorporated herein by reference.]

**Effectiveness of Filing**

A. This document becomes effective when the document is filed by the secretary of state.

**OR**

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is: **September 18, 2025**

**Initial Mailing Address**

Address to be used by the Comptroller of Public Accounts for purposes of sending tax information.

The initial mailing address of the filing entity is:

**11750 Katy Fwy  
Ste 1400  
Houston, TX 77079  
USA**

**Organizer**

The name and address of the organizer are set forth below.

**Danting Li      11750 Katy Fwy, Ste 1400, Houston TX 77079**

**Execution**

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

**Danting Li**

Signature of organizer.

**FILING OFFICE COPY**