

**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE RANCHES AT TURKEY SPRINGS**

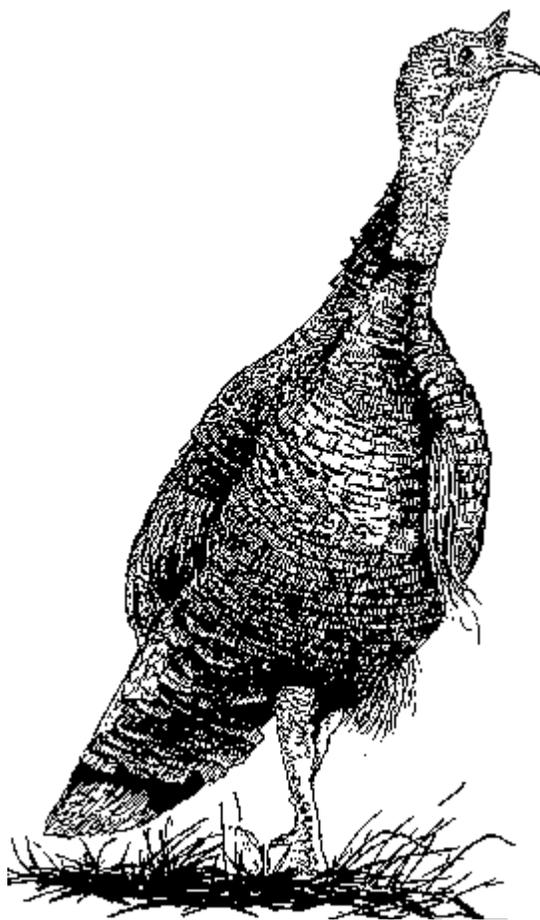


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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE RANCHES AT TURKEY SPRINGS**

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Declaration of Covenants, Conditions, and Restrictions for The Ranches at Turkey Springs, (this "Declaration") is made by Hahn Properties, LLC, a Texas limited liability company ("Declarant") as of _____, 2018 (the "Effective Date").

RECITALS

Declarant is the owner of that certain real property, being, 103.695 acres, more or less, out of the JOHN BAILEY SURVEY NO. 7 SURVEY, ABSTRACT NO. 55, in Williamson County, and being more particularly described by metes and bounds in **Exhibit A**, attached hereto and incorporated herein for all purposes (the "Property").

1. Declarant has subdivided the Property into nine (9) unplatted lots (collectively herein defined as the "Lots" and singularly as a "Lot"), being Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 of The Ranches at Turkey Springs (the "Subdivision"), each having an area in excess of 10.00 acres according to the survey of the Property, attached hereto and incorporated herein for all purposes in **Exhibit B**;
2. Declarant desires to create and carryout a uniform plan for the development, improvement, maintenance, repair and disposition of the Property for the benefit of the present and future Owners of the Property; and
3. Declarant desires to create a residential, conservation community which will create a model for others; where residents live in harmony with nature, and where the unique and important natural, ecological, open space and scenic resources of The Ranches at Turkey Springs are maintained and enhanced in connection with, and as part of the promotion of the health, safety and welfare of the Owners of the Lots; and to provide a general and uniform plan for the orderly development and improvement of the Property and for the maintenance of the Common Area to insure that The Ranches at Turkey Springs is developed, improved, used, occupied, maintained and enjoyed as an aesthetically uniform, environmentally sensitive, and desirable residential area in order to enhance the general welfare, quality of life, and the property values of all Owners and occupants of the Lots.

DECLARATION

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, sold, conveyed and occupied subject to the following covenants, conditions, and restrictions, which shall run with the land being the Property, and same shall be binding on all parties having any right, title or interest in or to the Property, the Lots or any part thereof, and their respective heirs, successors and assigns, and the same shall inure to the benefit of each Owner thereof; AND FURTHERMORE, Declarant hereby declares that each contract or deed which may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions, and restrictions, regardless of whether or not the same are set out or referred to in any such contract or deed; and This Declaration has been made with the following terms and conditions:

ARTICLE I - DEFINITIONS

- 1.1. **“Certificate of Formation”** shall mean the Certificate of Formation for The Ranches at Turkey Springs Homeowners Association, a Texas non-profit corporation, as filed with the Texas Secretary of State, and as amended from time to time according to the provisions thereof.
- 1.2. **“Association”** shall mean and refer to The Ranches at Turkey Springs Homeowners Association, a Texas non-profit corporation, and its successors and assigns, also referred to herein as the **“HOA”**.
- 1.3. **“Board”** shall refer to the Board of Directors of the Association.
- 1.4. **“Bylaws”** shall be the Bylaws of The Ranches at Turkey Springs Homeowners Association, as amended from time to time according to the provisions thereof and the Texas Business Organizations Code.
- 1.5. **“Common Area”** shall mean all real and personal property owned by the Association on, under or across the Property, as described more fully in Article III.
- 1.6. **“Declarant”** shall have the same definition as set forth in the preamble to this Declaration.
- 1.7. **“Declaration”** shall have the same definition as set forth in the preamble to this Declaration, as the same may from time to time be amended.
- 1.8. **“Architectural Control Committee” or “ACC”** shall mean the committee appointed by the Declarant or by the Board pursuant to this Declaration and the Bylaws, and their respective successors and assigns.
- 1.9. **“Property”** shall have the same definition as set forth in the recitals to this Declaration.

- 1.10. **“Owner(s)”** shall mean and refer to one or more persons or entities holding any portion of legal or equitable title in and to any Lot. The definition of "Owner" does not include any persons or entities that hold an interest in any Lot merely as a security for the performance of an obligation, except as stated otherwise herein; or (ii) a lessee or tenant of an Owner.
- 1.11. **“Single Family Residence”** shall refer to a structure containing one dwelling unit only, and which is not occupied by more than one family.
- 1.12. **“Lot(s)”** shall have the same definition as set forth in the recitals to this Declaration.
- 1.13. **“Visible from Neighboring Property”** Shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of such neighboring property at an elevation not greater than the elevation of the base of the object being viewed.
- 1.14. **“Improvement”** shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Property, including but not limited to buildings, fences, streets, drives, driveway, sidewalks, curbs, landscaping, signs, street signs, lighting, street lights, mail boxes, electrical lines, pipes, pumps, ditches, walkways, poles, swimming pools and other recreational facilities, stormwater and/or drainage facilities, and fixtures of any kind whatsoever.
- 1.15. **“Gate”** shall have the meaning defined in Section 3.1(b) below.
- 1.16. **“Joint Driveway”** shall have the meaning defined in Section 3.1(a) below.
- 1.17. **“Interior Lot Line Setback”** shall have the meaning defined in Section 2.2 below.
- 1.18. **“Rules”** shall mean and refer to the rules governing the use and occupancy of the Subdivision as may be promulgated by the Association by, through and under its Board from time to time, pursuant to Section 4.2 below.

ARTICLE II - GENERAL RESTRICTIONS

All of the Property shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

2.1 Land Use.

Single-Family Residential Use Only. All Lots are restricted to single-family residential use along with related small farming and limited livestock uses. No structures shall be erected, placed or maintained on any Lot other than a conventionally constructed single-family private residence with such accessory structures and buildings as a barn, garage, work shop, cabana, pool house, or guest house; provided, however, no such accessory structures and buildings may be used or occupied until the residence on the Lot has been completed. No Improvement shall be constructed unless it has received prior written approval of the ACC in accordance with Article V of this Declaration. Not more than one single-family residence may be constructed on a Lot. The term "conventionally constructed single-family private residence" shall mean such structures that are permanently constructed on each Lot, and shall expressly exclude mobile homes, house trailers, relocated homes, modular homes and move-on homes. Notwithstanding the foregoing, during construction of any Improvement, and subject to the prior approval of the ACC, a builder or contractor may maintain a construction office trailer or building on the Lot on which the Improvement is being constructed.

Restrictions on Business Activities. No professional activities, businesses, or commercial activity to which the general public is invited shall be conducted on any Lot, other than the sale of Lots by Declarant or the Owner of a Lot reselling the Lot and improvements thereon. An Owner or occupant may use a dwelling or other allowed structure for business uses, such as telecommuting, personal business, and professional pursuits, provided that: (1) the uses are incidental to the primary use of the Lot as a residence and/or ranch; (2) the uses conform to applicable governmental ordinances; (3) the existence or operation of the business activity is not Visible from Neighboring Property, or apparent or detectable by sight, sound, or smell from outside the residence, i.e., no sign may be erected advertising the business on any Lot or Common Area; (4) the uses do not entail visits to the Lot by employees or the public in quantities that materially increase the traffic to and from the Lot; and (5) the uses do not interfere with the residential use and enjoyment of neighboring Lots by other residents.

Specifically prohibited are businesses that involve manufacturing, fabrication, storing of dangerous materials, and sales that generate traffic. Also prohibited are any business signs.

The renting of space to campers, recreational vehicles, trailers or other units for occupancy or storage is a prohibited commercial activity under this Declaration.

No dog or cat kennels or pounds that house, permanently or temporarily, any dog or cat not belonging to the Owner of the Lot upon which such animal is kept, shall be maintained on any such Lot, and the same are deemed prohibited commercial activities under this Declaration.

No garage sale, yard sale, moving sale, rummage sale or similar activity may be conducted on any Lot for a period that exceeds 4 days and no more than two such sales may be conducted in a calendar year.

Each Owner is responsible for ascertaining all governmental requirements and prohibitions with respect to its Lot and construction of any Improvement thereon, and, by acceptance of a deed to a Lot, agrees to abide by the same. No statement herein, nor action or inaction by the Declarant or the ACC shall act to relieve an Owner from such duty of compliance.

All liquid propane tanks and rainwater collection systems and tanks will be properly screened with plant materials, fencing, or buried so the same are not Visible from Neighboring Property.

Lots 2, 3, 4, and 5 of the Subdivision are flag lots, which implies that each Lot includes a strip of land, approximately thirty linear feet (30') in width, that extends from the western boundary line of each Lot eastward to the U.S. Highway 183 right-of way. Each such strip of land appurtenant to each Lot is herein defined as a "Flagpole Area", and all four of such strips of land collectively are herein defined as the "Flagpole Areas". No Improvements, structures, sign, barriers, driveways (other than the Joint Driveway described and defined in Section 3.1(a) below) or fences shall be permitted in Flagpole Areas. Owners use of the Flagpole Areas shall cause no material interference resulting from the same to the Joint Driveway Easement described in Section 3.1(a) in accordance with the provisions of that instrument.

2.2 Setbacks.

In order to protect privacy and to promote the ability of each Lot Owner to better experience the natural beauty of the Property, there shall be no construction of Improvement or structures of any kind, other than fences, within fifty feet (50') of any interior Lot boundary line between Lots 1 and 2, Lots 1 and 9, Lots 2 and 3, Lots 3 and 4, Lots 4 and 5, Lots 6 and 7, and Lots 8 and 9 (the "Interior Lot Line Setback"). No water well or septic system shall be allowed within a seventy-five-foot (75') setback from any Lot boundary line. In all other respects, Improvements must comply with Williamson County ordinances and regulations.

2.3 Specifications for Improvements.

(a) **Floor Area.** All Improvements that are single family residences will have a minimum floor area of 2,200 square feet that is heated and cooled, exclusive of covered, open, or screened porches, terraces, patios, driveways, decks, carports and garages. The floor area of a one-story house in this Subdivision shall not be less than 2,200 square feet on the ground floor. Two-story houses shall not have less than 1,200 square feet on the main level and not less than 2,200 total square feet. No split entry homes, mobile homes, or pre-built homes will be allowed. No residence shall be in excess of two stories above ground. No shack, tent, trailer house, or basement only house shall be used within the Subdivision for living quarters, either permanent or temporary. Guest houses and pool houses will be allowed as long as their square footage is no more than 1/3 of the square footage of the primary residential structure. The exterior materials and exterior color scheme of guest houses and pool houses shall match the exterior materials and exterior color scheme of the primary residential structure.

(b) **Garages.** Owners may elect, but are not required, to build an attached or detached garage with capacity for a minimum of 2 cars but no more than 4 cars. If detached, the garage cannot have a roofline that is higher than the primary residential structure. All floor area requirements in Section 2.3 above shall be exclusive of the required garage area. All garages shall match the exterior materials, exterior color scheme, and construction standards of the primary residential structure.

(c) **Construction Standards.** Any residential building must be constructed on a concrete slab. All buildings constructed shall be of quality construction and shall be constructed of approved building materials. "Quality construction" relates to construction performed by a trained, qualified builder with previous new home construction experience.

(d) **Exterior Materials.** Approved building materials for exterior walls of residential buildings and garages include only brick, stone, stucco, wood, wood siding, or a cementitious-fiber planking product (not panels) like "Hardi-Plank". The exterior building materials must be specifically identified on the plan submittal and dimensions noted. For purposes of this declaration, only brick, stone, and stucco are considered "masonry". Metal siding may not be used on a residential buildings or garages. **“Barndominium” style residential structures constructed of metal framing and metal siding are expressly prohibited.**

(e) **Roofs.** Approved building materials for roofs of residential buildings are slate, Galvalume standing seam metal, tile, dimensional composite shingles, or built-up flat roofs. Composite shingles must have architectural dimension (mid-weight) construction with a minimum manufacturer's warranty rating of twenty-five (25) years, and with an approximate color of muted brown, weathered wood, or gray. Shingles in shades of red or blue are prohibited. All roof stacks and flashings must be painted to match the roof color.

(f) **Barn, Shop and Other Buildings:** To avoid unsightly storage and to keep the Property attractive, each Owner may construct a barn and/or other buildings to provide storage for equipment and supplies needed to facilitate the residential, farming, ranching and wildlife activities of the Owner on the Lot. Approved building materials include any materials approved for the residential structures as well as metal siding, metal doors and metal roofing, provided however that corrugated metal may not be used on the exterior of any structure. The buildings must be attractively designed with colors that follow the theme of the residence and must be constructed of new materials. Buildings specifically must not be used for commercial activity as further explained elsewhere in these Declarations. No buildings or any part thereof may be leased or rented for storage or any other purpose. No more than two such buildings may be constructed on the Lot and the combined area of the buildings shall not exceed 2500 square feet unless a variance is granted by the ACC.

(g) **Landscaping.** Landscaping of the yard adjacent to all structures must be approved in advance of installation by the Architectural Control Committee.

2.4 Driveways.

Driveways must be concrete, asphalt, gravel, limestone or other similar road base material and must be maintained in good, attractive manner including the removal of ruts and pot holes.

2.5 Swimming Pools and Spas.

Only in-ground swimming pools shall be placed, installed, constructed or maintained on any Lot, or any portion thereof. Portable or permanent above-ground swimming pools are prohibited. Notwithstanding the foregoing, inflatable or solid plastic children's pools not exceeding six (6) feet in diameter and eighteen (18) inches in height shall be permitted on Lots on a temporary basis when in use. Smaller, prefabricated, installed above-ground spas or hot tubs are permitted only if they are an integrated part of a deck system, and remain subject to prior written approval by the ACC. Above-ground spas or hot tubs may not be Visible from Neighboring Property, and must be skirted, decked, screened or landscaped to hide all plumbing, heaters, pumps, filters and other equipment. Nothing in this section is intended, nor shall be construed, to limit or affect an Owner's obligation to comply with any applicable government regulations concerning swimming pool and tub enclosure requirements.

2.6 Drainage Considerations.

Each Owner is hereby advised that any Improvement constructed may change the natural drainage patterns of the underlying Lot. Each Owner agrees to retain, at its sole expense, a licensed professional civil engineer or hydrologist to incorporate into any plans submitted to the ACC for approval related to any proposed Improvement, an analysis of existing conditions of the storm water drainage patterns and quantities of run-off water created by the contours of the respective Lot, and the resulting effects of construction of proposed Improvements thereon, as well as any effects on all adjacent lands, including, but not limited to, the neighboring Lots, and the Joint Driveway. By purchasing a Lot, each Owner assumes the responsibility for obtaining professional guidance to determine the location of drainage patterns, flood plains and flood patterns, as they may change from time to time, and for incorporating such designs as may be reasonably necessary to mitigate water runoff and flooding that may result from any proposed Improvement. Each Owner shall remain responsible for designing Improvements at such elevations and specific sites on each such Lot that will prevent flooding of the same or flooding of Improvements on other Lots. Each Owner shall ensure that any proposed Improvement will not result in alteration of the drainage patterns over, or amounts of run-off water experienced on other Lots.

2.7 Lighting.

No exterior lighting shall be installed or maintained that is found to be objectionable as determined in the sole judgment of the ACC, and upon notice that the ACC has determined that such lighting is objectionable, such lighting shall be removed or modified in such a manner as directed by the ACC. No light fixtures or lanterns of any type shall be placed on any Lot if the same is Visible from Neighboring Property, the Joint Driveway, or any public streets, unless such fixture has been approved by the ACC.

2.8 Sewage Disposal.

No outhouse toilets shall be permitted. All bathroom facilities shall be wholly contained within the heated and cooled area of each single family dwelling, guest house, or pool house. Installation of on-site sewage facilities shall be in accordance with the minimum recommendations required by the State of Texas and Williamson County, as the same may change from time to time. Temporary sanitary facilities are required during construction of the residence or other Improvements for use by construction workers.

2.9 Garbage and Refuse Disposal.

Each Lot shall be maintained in an attractive condition, free from debris and trash. No Lot shall be used or maintained as a dumping ground for rubbish or trash. Trash, garbage and/or other waste materials shall only be kept in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids, and such waste materials must be removed on a weekly basis by Owner or by an approved disposal service. Such facilities and containers for the storage or disposal of such waste materials shall be kept in clean and sanitary condition and shall not be located any closer to the Joint Driveway than the actual structure of the residence or garage, except for their temporary placement at the garbage pickup location on the day an approved disposal service is scheduled to remove such garbage.

No Lot shall be used for the open storage of any materials whatsoever, which storage is visible from Visible from Neighboring Property, except that new building materials used in construction may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored out of public view. All such materials, personal property, and other items shall be stored out of public view when not in use, it being the intent of Declarant herein to prohibit the storage of any type of materials and other items in public view.

No trash, refuse, or garbage shall be incinerated or burned on any Lot, provided that the burning of brush shall be permitted as allowed by Williamson County.

2.10 Further Subdivision.

No Lot shall be re-subdivided or partitioned or conveyed or encumbered in any size less than the full dimension of each Lot as shown on **Exhibit B**. Nothing stated herein shall prohibit ownership of each Lot to be held by tenants in common, nor shall this provision restrict any Owner's right to lease any Lot.

2.11 Nuisances.

No obnoxious, unsafe, hazardous or offensive activities shall be carried out or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance in the Subdivision. A "nuisance" shall include, but not be limited to, excessive noise, for example, excessively barking dogs, loud music, or other loud noises caused by other animal, fowl or machinery, or the repeated discharge of firearms that may become a nuisance to neighboring Owners. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property including Lots or the Common Area. No odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the Property or to its occupants, or to any other property in the vicinity thereof or to

its occupants. No party or other activity in a Common Area or Lot which makes or causes to make noises which might tend to unreasonably interfere with the peace and quiet of Owners or occupants of The Ranches at Turkey Springs shall be allowed. No Owner shall permit any party or other activity in the Common Area or within Owner's Lot which makes or causes to make noises which might tend to unreasonably interfere with the peace and quiet of the other Owners or occupants. No radio or other sound system shall be operated on the Property except at a low sound level. No offensive noise, language or behavior is allowed.

2.12 Guns and Hunting.

The discharge of any type of firearm on the Property in a manner that causes a projectile to cross the boundary of a Lot is prohibited. The discharge of firearms and hunting must be in accordance with all local, state, and federal laws.

2.13 No Hazardous Materials.

No chemicals or hazardous materials shall be stored on any Lot, including, without limitation, any amount of explosives or hazardous waste; save and except such amounts of hazardous materials that are incidental to residential use such as small amounts of cleaning agents, fertilizers, pesticides, lubricants, oils and gasoline. What materials classify as "hazardous materials" or "hazardous waste" shall be determined in accordance with applicable state and federal environmental laws, as the same may be enacted from time to time, and as determined in the reasonable sole judgment of the ACC.

2.14 No Hazardous Activities.

No activities shall be conducted on the Property and no improvements constructed on any Property, which are or might be unsafe or hazardous to any person or property.

2.15 Signs.

No signs of any kind shall be displayed for public view on any Lot except for (i) address identification; and (ii) political affiliations, but only within the 120 days prior to the election for the candidate for which such sign is posted, and for 30 days after the date of such election; and (iii) for sale or for lease signs, provided these are posted only along the boundary of the Property along the U.S. Highway 183 right of way. No commercial sign of any kind shall be installed on any Lot, which shall include, without limitation, and billboard, monument or pylon sign, irrespective of whether the same is used by an Owner or leased or licensed for use by third parties. Notwithstanding the provisions of this section, pursuant to Section 6.6 Declarant is expressly exempted from any prohibition regarding erecting signs or conducting commercial activity on the Property.

2.16 Leasing for Towers Prohibited.

Owners are prohibited from licensing, leasing, ground leasing or partitioning any portion of any Lot for cell tower, radio tower, or wind turbine use.

2.17 Fencing and Entry Gates.

The plans for all fences and entry gates must be approved by the Architectural Control Committee, which has the power to specify acceptable materials and/or fence design in addition to the criteria below.

(1) Private Lot Entry Gates:

Each Lot may have one, but no more than one, ranch style entry, gate and driveway. The ranch style entry materials, design, and construction must be approved by ACC. If an Owner elects to build a gate, it shall have a unique entry gate that is designed in harmony with gates of the other Lots and may only be installed following approval of the ACC. The gate or entry may include the owner's name or an alternate ranch name or logo if approved by the ACC.

(2) Lot Line Fencing (Ranch Fencing):

Perimeter Fence: Each Lot Owner may elect to have perimeter fencing consisting of woven wire field fencing a minimum of 48 inches high, but no more than 72 inches high and suitable for the containment of the animals kept on the property. No barbed wire fencing is allowed for perimeter fencing except that a single strand of barbed wire may be placed at the top of the woven wire fence. Any other type fencing must be approved by the ACC. Each of the Owners of adjacent Lots with a fence located on the common line between the Lots is responsible for the maintenance of such fence. Owner may, as an alternative to the woven wire fence, install a three four rail pipe fence along the portion of the property adjacent to U.S. Highway 183. Construction of such perimeter fence shall be completed within 6 months after the initial conveyance from Declarant.

Perimeter fencing is permitted and is not subject to the Interior Lot Line Setback of Section 2.2. Plans for any perimeter fencing must be submitted to and approved by the ACC. The location and construction of fences must comply with the provisions of this Declaration, or as otherwise specifically approved in writing by the ACC prior to construction. Perimeter fencing shall consist only of the following kinds of materials:

Posts. Cedar posts shall be placed 10'-12' on center (min. 3"-4" diameter for in-line posts and 6"-7" diameter for corners and H-braces) with cedar stakes or metal tee stakes (color to be approved by the ACC) between each post. Cedar posts may be stripped of bark. Painted iron pipe may be used in lieu of wood posts. In-line pipe shall be a minimum of 2 3/8", and corners and H-braces shall be a minimum diameter of 2 7/8" Wolmanized pine or other wood posts are permissible.

Iron pipe shall be placed at a maximum of 200' (100' is recommended) provided there are no corners, or any changes in direction, and must have metal tee stakes or cedar posts placed 10'-12' on center. In general, H-braces should be placed at all changes in direction and at all ends.

Wire. Wire shall be standard 48" sheep and goat galvanized, or woven wire fencing (12.5 gauge or better). The overall height of the fence shall not exceed 72". The wire fencing shall be tied at a height of 48" in height, or 48" 8 gauge welded wire panels may be used in lieu of the sheep and goat wire fencing. Five strands of smooth wire may take the place of the sheep and goat wire described above, to allow for the easier passage of fawns and other small wildlife within the Properties.

(3) Interior fences:

Fences not on the property line, may be constructed of woven field wire, ornamental iron, chain link, wood, or masonry provided they are no more than 72 inches high and are kept in good repair.

Chain-link fencing may be used for enclosures within a Lot's building setback lines, provided the fence is reasonably screened from view. Chain-link fences may be approved by the ACC for tennis, sport courts or dog runs, if the fenced areas are screened and not Visible from Neighboring Property and the fence is vinyl clad. Each Owner shall maintain all fencing placed on its Lot in a neat appearance and in a usable condition, and each Owner shall promptly (but in no event later than thirty (30) days following written demand therefor from the ACC) repair or remove fences which are defunct, in material disrepair, or tilted more than ten (10) degrees from a vertical position. **No chain-link fence shall be allowed or approved on the perimeter of a Lot or placed between the front elevation of the principal residence on a Lot and the Lot Line at the access point of such Lot to the Joint Driveway. All fences must be of new materials and installed in a professional manner.**

(4) Maintenance:

The Owner of each Lot is responsible for the proper maintenance of all fences on his Lot including the mowing, trimming and removal of weeds and brush. Notwithstanding the foregoing provisions of this section, there shall be no obligation on any Owner to maintain, repair, replace, or remove the fence on the boundary of the Property that exists as of the Effective Date.

2.18 Livestock, Poultry, and Pets.

Horses and cattle may be kept on Lots provided no more than one livestock unit per acre of land may be maintained on each lot. Chickens shall be allowed as long as they are kept in a coup and do not exceed 15 chickens per Lot. 4-H and FFA projects shall be allowed at two animals per child. The animals must be kept in a suitable pen or barn, or other facility that is maintained in a clean manner. Dogs, cats or other household pets shall not exceed a total number of 5 on any Lot. Household pets shall kept in a manner that confines the pet on the Owner's Lot and the pet does not disturb the peaceful enjoyment of the Owners and residents of other Lots. All livestock and pets must be registered, licensed and inoculated against disease as required by law.

Owners may keep or maintain horses, cattle or other livestock under the following conditions:

- (a) All horses, cattle or other livestock shall be kept enclosed on the Lot by suitable fencing of such Lot.
- (b) No swine may be raised bred, kept or maintained on any Lot.
- (c) Though horses are permitted on the Property, public stables are not permitted.
- (d) Though cattle are permitted on the Property, feed lots are not permitted.
- (e) Though dogs are permitted on the Property, commercial dog breeding or boarding operations are not permitted.
- (f) Each Lot shall be maintained in such a manner as to prevent health hazards and no offensive condition to the neighboring Lots, as determine in the sole reasonable judgment of the ACC, shall be permitted.

(g) There shall be no more than one livestock unit per one (1) acre of land owned. One livestock unit shall mean one mature horse or cow, one colt or calf shall mean one half unit.

(h) All animals must remain under the immediate control of the Owner. No pets shall be allowed to roam free in any Common Area.

(i) There shall be no commercial agricultural activities of any kind on any Lot. The foregoing shall not operate to restrict any Owner from maintaining a vegetable garden or a small orchard for produce to be grown and consumed primarily by such Owner.

2.19 Unfinished Structures.

Each Owner shall be responsible for the diligent pursuit of final completion for any construction on any Lot, and no structure shall remain unfinished for more than eighteen (18) months after construction is commenced. Nothing stated in the foregoing sentence shall limit any Owner's obligation to obtain all applicable permits and the ACC's approval prior to construction, or compliance of the same with all applicable codes and ordinances and otherwise in compliance with this Declaration.

2.20 Commercial Shipping Containers.

A commercial shipping container is defined as metal structure or box which is typically used in the shipping industry for transporting freight. Long term use or storage of commercial shipping containers on a Lot is prohibited. Commercial shipping containers shall not be placed on any Lot for any purpose other than for temporary storage during the construction of the primary residence for a period not to exceed twelve (12) months.

2.21 Vehicle Storage.

Parking of boats, trailers, motorcycles, recreational vehicles, trucks (larger than pickup trucks), truck-campers, and like equipment, and like items, shall not be allowed on any part of the Property, excepting only within the confines of an enclosed garage or other approved enclosure, and no portion of same may project beyond the enclosed area. Parking of automobiles or other vehicles on any part of the Property shall be prohibited except within garages, carports, or other approved areas. Any variance to allow a deviation to these vehicle storage requirements must be approved in writing by the ACC and all surrounding neighbors. The Architectural Control Committee shall be the sole and exclusive judges of approved parking areas.

2.22 Inoperative Vehicles.

No junk, wrecking or auto storage shall be located on any Lot. No discarded, abandoned, unlicensed or inoperative automobile, other vehicle or trailer shall be kept, stored or permitted to remain on any Lot unless stored in a garage or shop and not Visible from Neighboring Property. A vehicle shall be considered inoperative if it has not been moved under its own power for more than thirty (30) days. All vehicles on any Lot, other than those stored out of sight, must have a current license tag and a current state inspection sticker. The foregoing limitations shall not apply to any ATV, golf cart or similar recreational vehicle not licensed for use on a public highway, provided that these vehicles shall not be Visible from Neighboring Property at all times when not in use.

2.23 Construction Equipment.

No machinery, building equipment, or material shall be stored upon site until the builder is ready and able to immediately commence construction. Such building materials must be kept within the property line of such building site upon which the structure is to be erected.

2.24 Mineral Production.

No oil or gas drilling, oil or gas operations or quarrying or mining operations of any kind will be permitted on any Lot. Nothing contained in this section shall prevent any Owner from drilling a water well on any Lot, provided the same complies with all applicable statutes, ordinances, rules and regulations then in effect.

2.25 Owner's Obligation to Maintain and Repair.

Each Owner shall, at such Owner's sole cost and expense, repair and maintain all Improvements and other structures and appurtenances, including gates and fencing, in an attractive, operational condition, and maintaining the same in a condition comparable to its respective condition at the time of its initial construction or placement on the Lot, excepting only normal wear and tear.

2.26 Damage to Improvements.

It shall be the responsibility of the builder of any residence in this Subdivision to leave Common Areas, fences, and utility facilities free of damage and in good and sound condition at the conclusion of the construction period. It shall be conclusively presumed that all such improvements are in good sound condition at the time building is begun on each Lot unless the contrary is shown in writing at the date of conveyance or by date of possession, whichever date shall first occur, which notice is addressed to a member of the ACC.

ARTICLE III - COMMON AREA

3.1 Common Area Designation.

Prior to the Effective Date, Declarant, as developer of the Subdivision, has designated and conveyed the following easements to the HOA, which are collectively defined as the "Common Area":

(a) **Joint Driveway.** An easement estate, as granted in that certain **Joint Private Driveway Access Easement, Utility Easement, Driveway Maintenance Agreement, and Access Restriction** recorded in Doc. No. _____ of the Official Public Records of Williamson County, pursuant to which the HOA has become the easement holder in and to that certain "Joint Driveway Easement Tract" of variable width extending from the eastern boundary of the Property contiguous to the U.S. Highway 183 public right-of-way, and traversing the Property across parts of Lots 2, 3, 4, and 5 and including an existing paved driveway (the "Joint Driveway") that is approximately thirty feet (30') in width and located within the Joint Driveway Easement Tract; and

(b) **Gate.** An easement estate and conveyance of improvements described in that certain **Automatic Gate Dedication and Easement and Maintenance Agreement** recorded in Doc. No. _____ of the Official Public Records of Williamson County, Texas, pursuant to which the HOA has become the easement holder in and to that certain "Gate Easement Tract" and the owner of certain improvements thereon described as an automatic gate with electric service lines and mechanisms (the "Gate") at the eastern perimeter of the Property and along the U.S. Highway 183 right-of-way; and

3.2 Damages to Common Area.

Each Owner shall be fully liable for any damage to any Common Area which may be sustained by reason of the negligence or willful misconduct of the Owner, such Owner's resident tenant or contract purchaser, or such Owner's family and guests, both minor and adult. In the case of joint ownership of a Lot, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be a specific assessment against the Lot and may be collected as provided herein for the collection of other assessments. No Owner shall be liable for any amounts greater than is legally allowable under Texas law.

ARTICLE IV - HOMEOWNERS ASSOCIATION

4.1 Homeowners Association.

(a) Prior to the Effective Date, Declarant has formed and incorporated the HOA. The purposes of the HOA are (i) to administer and enforce these Restrictions; (ii) to provide for the maintenance, repair and replacement of the Common Area; and (iii) to make and collect assessments for the payment of expenses of the HOA, including, but not necessarily limited to (a) costs of maintaining, repairing and replacing the Common Area, including all Common Area utility charges, if any; (b) ad valorem taxes assessed against the Common Area; (c) property and casualty insurance for the Common Area; (d) directors' and officers' insurance for the Board and the ACC; and (e) costs, including attorney's fees and other costs of litigation to administer and enforce this Declaration (g) tax returns of the HOA, and other financial activities of the HOA.

(b) Each Owner of a Lot shall be a Member of the HOA. The HOA will have two classes of voting memberships:

Class A Membership: Class A Members shall be the Owners of Lots, with the exception of the Declarant. There is one membership for each Lot, and only one vote shall be cast with respect to each Lot. In those instances where a Lot is owned by more than one party, the multiple Owners of such Lot shall designate a representative to vote on their behalf on all matters that come before the Members for vote, and each Owner shall at all times remain responsible for designating any such representative, and for maintaining an accurate address on file with the HOA for notice and billing purposes. The vote applicable to any Lot being sold under a contract of sale shall be exercised by the contract vendor unless the contract expressly provided otherwise and the Association has been notified, in writing, of such provision. Voting by proxy shall be permitted.

Class B Membership: The Class B member shall be the Declarant. The Declarant shall be entitled to nine (9) votes for each Lot of which Declarant is the record owner.

(c) The Board is empowered to assess HOA Members for the purposes of the HOA. The Board shall establish a fund (the "Maintenance Fund") into which shall be deposited all monies paid to the HOA and from which disbursements shall be made for the purposes of the HOA.

(d) Prior to the beginning of each calendar year, the Board shall estimate the expenses to be incurred by the Association during such year for the purposes of the HOA, including a reasonable provision for contingencies and appropriate reserves and shall levy an annual assessment on the Owners as further provided in the Bylaws. If the sums collected prove inadequate for any reason, including non-payment by any individual Member, the Board may propose a special assessment to the Membership as provided for in the Bylaws.

(e) All annual assessments shall be due on or before January 1st of each year, and shall be deemed late if not received by the HOA by the thirty-first (31st) day of January. All special assessments shall be due no sooner than thirty (30) days after the date upon which they are adopted by the Board and shall be deemed late if not received by the HOA after forty (40) days of approval.

(f) All annual and special assessments adopted by the HOA shall be divided equally among the Lot Owners as set forth in Article VI.

(g) All assessments, if not timely paid as specified herein, shall be deemed delinquent and in default. The amount of any delinquent assessment, an administrative fee of \$10.00 per month, plus interest on the amount of the assessment at the per annum rate of ten percent (10%) and all costs of collection, including attorney' fees, shall be the personal obligation of the Owner and shall be secured by a lien on the Owner's Lot. No Owner may waive or otherwise escape liability for any assessment by abandonment of his or her Lot. A certificate executed and acknowledged by the Board stating the indebtedness secured by such lien shall be conclusive upon the HOA as to the amount of such indebtedness as of the date of the certificate, in favor of all Persons who rely thereon in good faith, and such certificate shall be furnished to any Owner upon request at a reasonable fee. Each Owner, by his assertion of title or claim of Ownership or by his acceptance of a deed or ground lease to any portion of the Property, whether or not it shall be so recited in such deed or ground lease, shall conclusively grant to, and does hereby grant to the HOA and its agents the right, power and authority to take all action which the HOA shall deem proper for the collection of assessments and charges and to enforce the aforesaid lien by all methods available for the collection of such debts and the enforcement of such liens, including the use of judicial means to collect unpaid assessments, or the foreclosure by an action brought in the name of the HOA in a like manner as a mortgage or deed of trust lien foreclosure on real property, and such Owner expressly grants to the HOA a power of sale and foreclosure in connection with said lien. The lien created hereunder shall be considered a contract lien and shall be governed by the terms and provisions of Section 51.002 of the Texas Property Code.

(h) Notwithstanding any other provision of this Declaration, no lien created herein shall defeat or render invalid the rights of the beneficiary under any recorded mortgage of first and senior priority now or hereafter given upon any portion of the Property made in good faith and for value. However, after a foreclosure or a conveyance in lieu of foreclosure, such portion of the Property shall remain subject to these Restrictions, and shall thereafter be liable for all assessments levied after completion of such foreclosure or conveyance in lieu of foreclosure. The personal debt and obligation of any Lot Owner for debts to the HOA shall not be affected or extinguished by any foreclosure.

4.2 Rules.

From time to time, the HOA, by and through its Board, may establish written rules that supplement but which may not contradict any part of this Declaration (the "Rules") and which shall be deemed fully enforceable as any provision of this Declaration with respect to ownership, use, maintenance, improvement and disposition of any Lot in the Subdivision. Such Rules shall only become effective upon thirty (30) days after the date upon which the Board establishes the Rules and delivers written notice thereof to all Owners, save and except any such Rules that are created to respond to an emergency that involves the likelihood of material loss of life or property, in which case such Rules may become effective immediately upon the Board's adoption thereof, provided that the HOA shall make best efforts to deliver copies of those Rules to all Owners as soon as possible thereafter.

ARTICLE V - ARCHITECTURAL CONTROL

5.1 Architectural Control Committee.

There is hereby created and activated a committee (the "Architectural Control Committee" or "ACC") for the purpose of supervising, controlling, reviewing, and approving all site grading, construction plans, residences, structures, and other improvements to be built or made upon any Lot, and for the further purpose of performing such other duties and responsibilities as are allocated under other section of this Declaration. The ACC shall consist of not less than three voting members ("Voting Members"). The following persons are hereby designated as the initial Voting Members of the Architectural Control Committee:

Justin Hahn	231 West Creek Rd, Kerrville TX, 78028
Dana Hahn -	231 West Creek Rd, Kerrville TX, 78028
Edward Eastland -	2689 HWY 39, Hunt TX, 78024

5.2 Action by Architectural Control Committee.

Items presented to the ACC shall be decided by a majority vote of the Voting Members.

5.3 Term.

Each Member of the ACC shall hold office until such time as he or she has resigned or has been removed or his successor has been appointed.

5.4 Declarant's Rights of Appointment.

Declarant shall have the initial right to appoint and remove all members of ACC. Nothing herein shall be construed to limit or restrict in any manner the Declarant's right to remove members of the ACC who were appointed by Declarant.

5.5 Adoption of Rules.

The ACC may adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties.

5.6 Review of Proposed Construction.

Whenever in this Declaration the approval of the ACC is required, it shall have the right to consider all of the plans and specifications for the Improvement or proposal in question and all other facts which, in its sole discretion, it deems relevant. Prior to commencement of any construction of any Improvement on the Property or any portion thereof, the final plans and specifications therefor, including exterior color scheme, shall be submitted to the ACC, and construction thereof may not commence **unless and until** the ACC has approved such plans and specifications in writing. The ACC shall consider and act upon any and all plans and specifications submitted for its approval pursuant to this Declaration and perform such other duties assigned to it by this Declaration or as from time to time shall be assigned to it by the Board, including the inspection of construction in progress, to ensure conformance with plans and specifications approved by the ACC. The ACC shall review plans and specifications submitted for its review and such other information as it deems proper. Until receipt by the ACC of any and all information or documents deemed necessary by the ACC, it may postpone review of any plans and specifications submitted for approval. No Improvement shall be allowed on any Lot or portion of the Property which is of such size or

architectural design or involves the use of such landscaping, color schemes, exterior finishes and materials and similar features as to be incompatible with other development in the Property and the surrounding area. The ACC shall have the authority to disapprove of any proposed Improvement and the decision of the ACC shall be final and binding so long as it is made in good faith and is not unreasonable. The ACC shall not be responsible for reviewing any proposed Improvement or any plans and specifications from the standpoint of structural safety, engineering soundness, or conformance with building or other applicable codes and regulations. If the ACC fails to review and act on the final plans and specifications, they shall be deemed to have been approved sixty (60) days after the date the ACC received the final plans and specifications, provided, however, that the ACC can extend this review period for an additional thirty (30) days if it is not reasonably possible for the ACC to evaluate the same within such sixty-day period, with written notice of that extension being given to the applicant within the initial sixty (60) day period. No consents of the ACC need be obtained for changes to structures that are strictly internal and not visible from the exterior of an Improvement. The documents which shall be submitted to the ACC for review shall include, but not be limited to:

- i. plans and specifications, including elevations, exterior materials, exterior colors, and all visible exterior features;
- ii. a site plan rendering; and
- iii. plans and specifications for all outbuildings and fences, including elevations, material, exterior colors, and all visible exterior features, and site plans and engineering plans for all drainage improvements, including ponds or tanks.

5.7 Meetings of the Committee.

The ACC shall meet from time to time as necessary to perform its duties hereunder. ACC may, by resolution unanimously adopted in writing, designate one of its members to take any action or perform any duties for and on behalf of the ACC, except the granting of variances as hereinafter provided. In the absence of such designation, the vote of a majority of all of the Members of the ACC taken without a meeting shall constitute an act of the ACC.

5.8 No Waiver of Future Approvals.

The approval or consent of the ACC to any construction plans or specifications for any work done or proposed to be done or in connection with any other matter requiring the approval or consent of the ACC shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any plans and specifications, or other matters whatsoever, subsequently or additionally submitted for approval or consent by the same or a different person.

5.9 Non-liability of Committee Members.

Neither the ACC, nor any member thereof, nor the Board nor any member thereof, shall be liable to the Association or to any Owner or to any other person for any loss, damage or injury arising out of their being in any way connected with the performance of the ACC or the Board's respective duties under this Declaration unless due to the willful misconduct or bad faith of the ACC or its members or the Board or its members, as the case may be. Neither the ACC nor the members thereof shall be liable to any Owner due to the construction of any Improvements within the Property or the creation thereby of an obstruction to the view from such Owner's Lot or Lots.

5.10 Variances.

The ACC may grant variances from compliance with any of the provisions of this Declaration, including but not limited to restrictions upon height, bulk, size, shape, floor areas, land area, placement of structures, set-backs, building envelopes, colors, materials, or land use when in the opinion of the ACC, in its sole and absolute discretion, such variance will not be adverse to the overall development plan for the Subdivision. Such variances must be evidenced in writing and must be signed by at least a majority of the Voting Members of the ACC. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and the Improvements or structures on such Lot in the particular instance covered by the variance.

5.11 Guidelines for Building on the Property.

The ACC may promulgate written guidelines not in conflict with this Declaration for building and developing on the Property, which shall be general in nature and may be amended from time to time by the ACC.

5.12 Submission of Final Plans and Specifications.

The final construction plans and specifications for any structures, or Improvements on the Property shall be submitted in triplicate to Justin Hahn, 231 West Creek Rd, Kerrville Texas 78028, or such other address as may be designated from time to time by the ACC, one (1) copy of which will be returned to the applicant with an endorsement as to the date it was received by ACC.

5.13 Delegation of Appointment Powers.

Except as otherwise provided herein, the Declarant shall have the right, but not the obligation, to delegate to the Association in writing the right to appoint and remove members of the ACC at any time in the Declarant's sole discretion, and upon such delegation of authority filed of record in the Official Public Records of Williamson County, Texas, the selection of Voting Members to serve on the ACC shall be made by separate election in which the Owners shall have the same relative voting power as provided in the Bylaws of the Association. If this delegation has not occurred sooner, Declarant shall delegate to the Owners the right to appoint and remove members of the ACC upon the occurrence of one of the following events or dates, whichever occurs first:

- i. Declarant no longer owns any interest in any portion of the Property; or
- ii. December 31, 2028.

5.14 Completed Work.

Inspection of completed work and correction of defects therein shall proceed as follows:

(1) Upon the completion of any Improvement for which the final plans and specifications were approved under this Declaration, the Owner shall give written notice of completion to the ACC.

(2) Within such reasonable time as the ACC may set in its rules but not to exceed thirty (30) days thereafter, the ACC or its duly authorized representative may inspect such Improvement. If the ACC finds that such work was not done in strict compliance with all approved plans and specifications, it shall notify the Owner in writing of such non-compliance within five (5) days, specifying in reasonable detail the particulars of non-compliance, and shall require the Owner to remedy the same.

(3) If upon the expiration of thirty (30) days from the date of such notification the Owner shall have failed to remedy such non-compliance, the ACC shall notify the Board in writing of such failure. Upon notice to the Owner, the Board shall conduct a hearing at which it shall determine whether there is non-compliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If non-compliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If the Owner does not comply with the Board's ruling within such period, the Board, at its option, may either remove the non-complying Improvement or structure or remedy the non-compliance, and the Owner shall reimburse the Association upon demand for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy an assessment against such Owner and the Lot upon which such offending Improvement and/or structure is situated for reimbursement and the same shall constitute a lien upon such Lot and shall be enforced as provided for in this Declaration.

(4) If for any reason after receipt of said written notice of completion from the Owner, no inspection is made or any non-compliance is not found within the period provided above in Subsection (2) of this section the Improvement shall be deemed to be in accordance with said approved plans and specifications.

(5) The ACC may inspect all work in progress and give notice of non-compliance as provided above in Subsection 2 above. If the Owner denies that such non-compliance exists, the procedures set out in Subsection 3 above shall be followed, except that no work shall be done, pending resolution of the dispute, which would hamper correction of the non-compliance if the Board should ultimately find that non-compliance exists.

ARTICLE VI - MAINTENANCE FUNDS AND ASSESSMENTS

6.1 Maintenance Fund.

The Board shall establish a fund (the "Maintenance Fund") into which shall be deposited all monies paid to the Association and from which disbursements shall be made in performing the functions of the Association under this Declaration. The funds of the Association must be used solely for the HOA purposes set forth in this Declaration.

6.2 Regular Annual Assessments.

Prior to the beginning of each calendar year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under the Declaration, including a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund and shall propose an annual assessment to the Owners at the annual meeting, as provided for in the Bylaws.. If the sums collected prove inadequate for any reason, including non-payment of any individual assessment, the Association may at any time, and from time to time, levy a special assessment as provided in Section 6.3. All such annual assessments shall be due and payable to the Association by January 31st of each year for which they are collected. The Association may levy a late payment charge as a fee to cover expenditures, and not as interest, at a rate not to exceed \$10.00 per month on any assessments or other amounts thirty (30) days after the same become due and owing. The regular annual assessment shall be determined by the Board for the following year no later than December 31 of the preceding year.

6.3 Special Assessments.

In addition to the regular annual assessments provided for above in Section 6.2, the HOA may levy special assessments on all the Owners of Lots whenever in the Board's opinion such special assessments are necessary to enable the HOA to carry out the functions of the Association under this Declaration. The special assessment shall be due on such date as the Board shall specify, but not sooner than thirty (30) days after the date of the special assessment and any assessment not paid on that date shall be deemed late. The Association may levy a late payment charge at a rate not to exceed Ten and No/100 Dollars (\$10.00) per **month** on any special assessments that are late.

6.4 Initial Assessment.

In addition to the regular annual and special assessments provided for in Sections 6.2 and 6.3, an initial assessment of Two-Hundred Fifty Dollars (\$250.00) for each Lot shall be due and payable to the Association immediately upon the first conveyance of a Lot by Declarant to a new Owner other than Declarant. The initial assessment shall be the obligation of the new Owner.

6.5 Date of Commencement of Regular Annual and Special Assessments.

The regular annual and special assessments provided for in Sections 6.2 and 6.3 shall commence at the time of the first conveyance of each Lot by Declarant to an Owner other than Declarant.

6.6 Division of Assessment Among Owners.

Assessments charged by the Association under Sections 6.2 and 6.3 shall be divided among all the Owners of Lots located within the Property, pro rata on the basis of the number of Lots (or portion thereof) owned by each Owner, except as provided in Section 6.7. An Owner's pro rata percentage of any assessment shall be calculated by dividing the Owners' Lot by the total number of Lots in the development, excluding any Lots owned by Declarant.

6.7 Assessment Benefitting Specific Areas.

The Board shall also have authority to levy assessments against specific Lots, local areas and Improvements to be expended for the benefit of the area so assessed. The assessments levied under this section shall be levied in proportion to the benefits conferred or to be conferred, as determined by the Board, and therefore the amount levied against each Lot or Improvement need not be equal. Any such assessments shall constitute a lien on the Lots so assessed and such liens shall be enforced in the same manner and to the same extent as provided for regular and special assessments in this Article VI.

6.8 Assessment to Recover Damages.

The Board shall also have the right to levy assessments against specific Lots to recover compensation for damages to the Common Area that are sustained by reason of the negligence or willful misconduct of the Owner or occupants of such Lot or Lots. Any such assessments shall constitute a lien on the Lots so assessed and such liens shall be enforced in the same manner and to the same extent as provided for regular and special assessments in this Article VI.

6.9 Unpaid Assessments as Liens.

All assessments, whether made pursuant to this Article VI, or any other Article of this Declaration, if not timely paid as specified herein, shall be deemed delinquent and in default. The amount of any delinquent assessment, and any late payment charge attributable thereto, plus interest on such assessment at a rate of ten percent (10%) per annum simple interest (not to exceed the maximum charge permitted under applicable law), and the costs of collecting the same, including attorneys' fees, shall be the personal obligation of the Owner of the land against which the assessment fell due and shall be a lien upon such land. Each Owner of any portion of the Property by his claim or assertion of ownership or by accepting a deed or ground lease to any such portion of the Property, whether or not it shall be so expressed in such deed or ground lease, is hereby conclusively deemed to covenant and agree to pay to the Association, its successors or assigns, each and all of the charges assessed against such portion of the Property and/or assessed against him by virtue of his ownership or leasehold interest, as the same shall become due and payable, without demand therefor. The transfer of title to such Lot shall not terminate the lien, but the personal obligation of the Owner shall not pass to successors in title unless they assume the obligation. The Association may either (a) bring an action at law against the Owner personally obligated to pay the same, (b) foreclose said lien against the Lot, or (c) both. No Owner may waive or otherwise escape liability for any assessment by non-use of any Common Area or by the abandonment of his or her Lot. A certificate executed and acknowledged by the Board stating the indebtedness secured by such lien shall be conclusive upon the Association as to the amount of such indebtedness as of the date of the certificate, in favor of all Persons who rely thereon in good faith, and such certificate shall be furnished to any Owner upon request at a reasonable fee. Each Owner, by his assertion of title or claim of ownership or by his acceptance of a deed or ground lease to any portion of the Property,

whether or not it shall be so recited in such deed or ground lease, shall conclusively grant to, and does hereby grant to the Association and its agents the right, power and authority to take all action which the Association shall deem proper for the collection of assessments and charges and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien foreclosure on real property, and such Owner expressly grants to the Association a power of sale and non-judicial foreclosure in connection with said lien. The lien created hereunder shall be considered a contract lien and shall be governed by the terms and provisions of Section 51.002 of the Texas Property Code.

No Owner shall be permitted to convey, mortgage, grant a deed of trust, pledge, sell or lease any portion of the Property unless and until such Owner has paid in full to the Association all unpaid assessments theretofore assessed against such Owner, and until such Owner has satisfied all unpaid liens against his portion of the Property other than mortgages. On the voluntary sale or conveyance of any portion of the Property, all unpaid assessments against the seller shall first be paid from the proceeds of the sale or by the purchaser in preference to any other assessments, liens or charges of whatever nature except amounts due under a mortgage duly recorded prior to the date of the unpaid assessment. Each Owner who causes a mortgage or deed of trust lien to be placed upon his Lot shall notify the HOA, in writing, of the name and address of the holder of such mortgage or deed of trust.

6.10 Mortgage Protection.

Notwithstanding any other provision of the Declaration, no lien created under this Article VI or under any other article of this Declaration, nor any lien arising by reason of any breach of the Declaration, nor the enforcement of any provision of this Declaration or of any Supplemental Declaration, shall defeat or render invalid the rights of the beneficiary under any recorded mortgage of first and senior priority now or hereafter given upon any portion of the Property made in good faith and for value. However, after a foreclosure or a conveyance in lieu of foreclosure, such portion of the Property shall remain subject to the Declaration and shall thereafter be liable for all assessments levied after completion of such foreclosure or conveyance in lieu of foreclosure.

6.11 Effect of Amendments on Mortgages.

No amendment of Section 6.10 of this Declaration shall affect the rights of any beneficiary whose mortgage has the first and senior priority as provided in Section 6.10 unless the beneficiary consents in writing to the amendment thereof, or unless the amendment was filed of record prior to the recording of the mortgage, provided, however, that after any foreclosure or conveyance in lieu of foreclosure, that portion of the Property which was subject to such mortgage shall be subject to such amendment.

6.12 Subordination of Lien to Mortgages.

The lien for assessments provided for herein shall be subordinated to the lien of any first mortgage if the mortgage was recorded before the delinquent assessment became due, made in good faith and for value. Sale or transfer of any Lot subject to unpaid assessments shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments

thereafter becoming due or from the lien thereof.

6.13 Property Exempt from Assessments.

The following Property subject to this Declaration shall be exempt from the assessments created herein:

- (1) Any portion of the Property expressly dedicated to and accepted by a governmental entity.
- (2) Any portion of, or interest in, the Property owned by the Association.
- (3) Any portion of the Property or any Lot owned by the Declarant.

ARTICLE VII - GENERAL PROVISIONS

7.1 Remedies.

In the event of any default by any Owner under the provisions of the Declaration, the Association and/or any Owner of a Lot within the Property, shall have each and all of the rights and remedies which may be available at law or in equity, and may prosecute any action or other proceeding against such defaulting Owner for enforcement. The enforcement of the provisions of this Declaration, whether for damages or injunction, or specific performance or for judgment of the payment of the money and collection thereof, or for any combination of the remedies, or for any other relief, may be pursued at law or in equity. No remedies herein provided or available at law or in equity shall be deemed mutually exclusive of any other such remedy, and if the Association, and/or any Owner who seeks to enforce the provision of this Declaration prevails, then the Association and/or such Owner shall also be entitled to recover their costs and attorneys' fees. Any and all of such rights and remedies may be exercised at any time and from time-to-time, cumulatively or otherwise, by the Association or any Owner.

7.2 Notice of Default.

An Owner shall be in default under this Declaration upon a material breach of any covenant, condition or restriction of this Declaration or any of the Rules as to the Lot owned by such Owner, and in the event of a default, the HOA shall provide Owner (i) thirty (30) days written notice which shall include an opportunity to cure the default within such period of time, in case of a **non-emergency**; and (ii) verbal notice in case of an **emergency** that threatens imminent harm to life or property (followed by written notice within three (3) days of such event); in case of either (i) or (ii) as such notice is sent by the HOA to the Owner at Owner's last known address at the Owner's Lot, if Owner is known to the HOA to occupy the Improvements on its Lot, or otherwise as reflected in the tax appraisal district records of Williamson County. Each Owner agrees that Declarant, the Board and/or the ACC shall have the right to enter upon any Lot on which one or more events of default of this Declaration may have occurred by, through or under each respective Owner, for the purpose of curing any such violation, provided that the Owner has been given prior written notice of such event of default as set forth herein and such Owner has failed to remedy the same within the time specified by such notice. EACH OWNER INDEMNIFIES AND HOLDS HARMLESS DECLARANT, ITS PARTNERS, OFFICERS, AGENTS AND EMPLOYEES, THE BOARD AND THE ACC, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS AND EMPLOYEES FROM ALL COSTS AND EXPENSES OF SUCH CURATIVE ACTION AND ANY PENALTY OR FINE LEVIED BY ANY GOVERNMENTAL AUTHORITY AS A RESULT OF THE ACT OR FAILURE TO ACT OF THE OWNER WITH RESPECT TO ITS LOT. The foregoing remedies shall be cumulative of all

other remedies for violations of any provisions of this Declaration.

7.3 Term and Amendments.

The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years following the Effective Date of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years, unless the Owners of sixty-six percent (66%) of the Lots vote to terminate the covenants and restrictions of this Declaration, which termination shall be by a written instrument signed by the Owners of sixty-six percent (66%) of the Lots and properly recorded in the Official Public Records of Williamson County, Texas. This Declaration may be amended by an instrument signed by the Owners of not less than sixty-six percent (66%) of the Lots.

7.4 Severability.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain, in full force and effect.

7.5 Reserved Rights of Declarant.

Notwithstanding any other provision hereof, Declarant reserves the right to unilaterally amend this Declaration for so long as the Declarant owns any portion of the Property or the Lots. Declarant furthermore reserves the right upon application and request of the Owner of any Lot to waive, vary or amend (by an appropriate letter to that effect addressed and delivered to such Declarant by applicant) the application of any of these covenants and restrictions to such Lot if, in the sole discretion of the Declarant, such action is necessary to relieve hardship or permit good architectural planning to be achieved.

7.6 Exemption of Declarant.

Nothing contained herein shall limit the right of Declarant to subdivide or re-subdivide any portion of the Property to grant licenses to reserve rights-of-way and easements with respect to Common Area to utility companies, public agencies or others, or to complete excavation, grading and construction of Improvements to and on any portion of the Property owned by Declarant, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Declarant deems advisable in the course of development of the Property so long as any Lot in the Property remains unsold. Such right shall include, but shall not be limited to, erecting, constructing and maintaining on the Property such structures, signs, and displays as may be reasonably necessary for the conduct of Declarant's business of completing the work and disposing of the same by sales, lease or otherwise. Declarant shall have the right at any time prior to acquisition of title to a Lot by a purchaser from Declarant to grant, establish and/or reserve on that Lot additional licenses, reservations and rights-of-way to Declarant, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. Declarant may use any structures owned by Declarant on the Property as model home complexes or real estate sales or leasing offices. The rights of Declarant hereunder may be assigned by Declarant to any successor in interest in connection with Declarant's interest in any portion of the Property, by an express written assignment recorded in the Official Public Records, Williamson County, Texas.

7.7 Owners Acknowledgment.

Each Owner is responsible for ascertaining all governmental requirements and prohibitions with respect to its Lot and, by acceptance of a deed to a Lot, agrees to abide by the same. No statement herein, nor action or inaction by the Declarant or the ACC shall act to relieve an Owner from such duty of compliance.

7.8 Covenants Running with the Land.

The provisions of this Declaration and the rights and obligations established thereby shall be deemed to be covenants running with the land and shall inure to the benefit of, and be binding upon each and all the Owners and their respective heirs, representatives, successors, assigns, purchasers, grantees and mortgagees. By the acceptance and recording of a deed conveying a Lot or any ownership interest in the Lot whatsoever, the person to whom such Lot or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration, whether or not mention thereof is made in said deed.

7.9 Chapter 209 of the Texas Property Code.

The rights of Owners vis-a-vis the HOA, including the right to notice and an opportunity to be heard before the Board, shall be as prescribed in Section 209 of the Texas Property Code, as amended from time to time, or any successor statute. To the extent that any provision of this Declaration conflicts with Chapter 209 of the Texas Property Code, Chapter 209 shall govern, and any such conflicting provision shall be disregarded but only to the extent required to remove such conflict.

