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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR THE COMMERCIAL DIVISION OF  
TRINITY OAKS PRESERVE AT ROUND MOUNTAIN**

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County Clerk, Blanco County, Texas

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE COMMERCIAL DIVISION OF  
TRINITY OAKS PRESERVE AT ROUND MOUNTAIN

THE STATE OF TEXAS     §

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF BLANCO     §

That this Declaration of Covenants, Conditions, and Restrictions for the Commercial Division of Trinity Oaks Preserve at Round Mountain, is made and executed on this 12<sup>th</sup> day of November, 2019, by 281 Round Mountain, LLC, a Texas Limited Liability Company.

RECITALS

281 ROUND MOUNTAIN, LLC, a Texas limited liability company, hereinafter called the Declarant, is the owner and developer of real property in Blanco County, Texas, which has been platted and subdivided into tracts one (1) through thirty-four (34), and is more particularly described in Exhibit "A" attached hereto. The entire Development (as hereinafter defined) described above shall be governed by and fully subject to a Master Declaration (as hereinafter defined).

Tracts thirty-one (31) through thirty-four (34) out of the Plat (as hereinafter defined) shall be designated as the Commercial Division of Trinity Oaks Preserve at Round Mountain (the "Property") and shall be fully subject to this Declaration, in addition to the Master Declaration. Declarant intends for this Declaration to serve as one of the development area declarations permitted, contemplated, and defined under the Master Declaration.

Tracts one (1) through thirty (30) on the Plat shall be designated as the Residential Division of Trinity Oaks Preserve at Round Mountain, shall consist of a separate development area, and shall not be subject to this Declaration;

Declarant desires to place certain restrictions, easements, covenants, conditions, stipulations, and reservations contained in this Declaration upon and against the Property for the benefit of: (i) Tracts one (1) through (30) out of the Residential Division of Trinity Oaks Preserve at Round Mountain (the "Adjacent Residential Subdivision"), according to the Plat (as hereinafter defined) and (ii) the Association (as hereinafter defined);

NOW THEREFORE, Declarant hereby adopts, establishes, and imposes upon the Property the following covenants, conditions, and restrictions which shall run with the land and title or interest therein and (i) shall be binding upon the Owners (as hereinafter defined) of any portion of the Property and any Tracts located thereon and their respective heirs, executors, administrators, devisees, successors and assigns and (ii) that each deed or other instrument of conveyance conveying all or any portion of the Property

shall conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions, and restrictions whether set out in full or incorporated by reference in any deed or other instrument of conveyance. This Declaration of Covenants, Conditions, and Restrictions for the Commercial Division of Trinity Oaks Preserve at Round Mountain is to be effective as of and from and after the date this document is filed for record in the Official Public Records of Blanco County, Texas (the "Effective Date" hereof).

**ARTICLE I.**  
**DEFINITIONS**

1.1 "ACC" shall mean the Architectural Control Committee appointed by the Declarant during the Development Period and the Board of the Association thereafter, to approve or disapprove improvements to be constructed on a Tract pursuant to this Declaration.

1.2 "Association" shall mean any property owners' association provided for in the Master Declaration, its successors and assigns.

1.3 "Building Envelope" shall mean the area containing all improvements on a Tract as approved by the ACC. The Building Envelope on any Tract may be any size, subject to the approval of the ACC.

1.4 "Common Area" shall mean all portions of the Property and improvements constructed thereon owned by the Association for the mutual benefit of the Owners of the Property and/or the Adjacent Residential Subdivision. Common Area shall also include any land and/or improvements conveyed, leased, dedicated or assigned by Declarant, or by a third party with the Association's consent, to the Association for maintenance and operation, including but not limited to private roads, streets, easements, parkways, walkways, trees, plants, vegetation, fences, ponds, drainage, irrigation, lighting, mailboxes, and signage within the Property and any entrance and/or landscaping for the main entrance to the Property.

1.5 "Declarant" shall mean and refer to 281 ROUND MOUNTAIN, LLC and its successors or assigns (whether immediate or remote), as successor Owner of all or a portion of the Tracts in an undeveloped state, but shall not include any purchaser of one or more developed Tracts. For the purposes of this Declaration, "developed Tract" shall mean any parcel of land subdivided out of the Property and not owned by Declarant.

1.6 "Development" shall mean and refer to the real property encumbered by the Master Declaration (as hereinafter defined) as of the Effective Date of that Declaration, and (b) such additions thereto as may hereafter be brought within the jurisdiction of that Declaration as permitted therein.

1.7 "Development Period" means the period commencing on the Effective Date of the Master Declaration and continuing until the earlier to occur of: (i) the date on which

Declarant no longer owns any portion of the Development, or (ii) the date on which Declarant files a notice of the termination of the Development Period in the Official Public Records of Blanco County, Texas. During the Development Period, Declarant reserves the right to (a) facilitate the development, construction and marketing of the Development, (b) direct the size, shape, and composition of the Development, and (c) exercise the rights and privileges of the Declarant pursuant to the Master Declaration and this or any other Development Area Declaration.

1.8 "Highway 281" shall mean the portion of U.S. Highway 281 located along the western boundary of the Property.

1.9 "Highway 281 Access Area" shall mean the area authorized by the Texas Department of Transportation to construct an access driveway on the highway right-of-way from Highway 281 in to Tract thirty-three (33) and thirty-four (34) as shown on the Plat.

1.10 "Main Road" shall mean Morning Dew Drive, as shown on the Plat.

1.11 "Master Declaration" shall mean that certain Master Declaration of Covenants, Conditions, and Restrictions of Trinity Oaks Preserve at Round Mountain recorded in the Official Public Records of Blanco County, Texas, as the same may be amended from time to time.

1.12 "Owner" or "Owners" shall mean and refer to the record owner(s), whether one or more persons or entities, of a fee simple title to any Tract out of the Property, but excluding those having such interest merely as security for the performance of an obligation.

1.13 "Plat" shall mean the plat of the Development recorded at Volume 3, Pages 260-267 in the Official Public Records of Blanco County, Texas.

1.14 "Tract" shall mean and refer to any parcel or plat of land out of the Property and/or shown upon any recorded plat of the Property but excluding the Common Area.

## **ARTICLE II.**

### **USE RESTRICTIONS AND ARCHITECTURAL CONTROLS**

2.1 Permitted Uses. Each Tract shall be used only for professional, business or commercial activity that conforms to all zoning requirements applicable to the Property. No residences or living spaces of any kind shall be permitted on any Tract on the Property.

2.2 Restrictions on Buildings. All buildings shall comply with the following requirements:

a. Theme and Guidelines. All buildings shall be constructed in a manner consistent with a Texas Hill Country architectural theme, and shall comply with all architectural guidelines established by the ACC.

b. Buildings. Any building on a Tract shall not exceed thirty (30) feet in height (measured from the front entry floor elevation to the top of the roof). All buildings within one hundred (100) feet of the Adjacent Residential Subdivision shall be a single story only. For purposes of this Declaration, single story means less than or equal to twenty (20) feet in height as measured from the existing building floor grade to the bottom of the roofline. No building on any Tract may be used as a residence at any time.

c. Engineered Foundations. In consideration of possible sub-surface conditions, any buildings constructed on a Tract shall have stamped, engineered foundations included with site plans and initial drawings submitted for approval.

d. Residential Trailers, Etc. Residential trailers, mobile homes, manufactured, and/or modular homes, and tents of any type are strictly prohibited except that, in the sole discretion of the ACC, a trailer may be erected for temporary use as a construction office during construction for a period not to exceed eighteen (18) months unless such additional time period is specifically approved by the Board of the Association.

2.3 Exterior Materials. The exterior materials of all buildings shall be constructed of brick or stone masonry, stucco, log, hardiplank, cedar, or other natural wood siding. A minimum of twenty-five (25%) percent of the exterior surface, excluding windows, shall be native or Texas stone. Stone will be defined for purposes herein as naturally occurring and shall not consist of any manufactured materials such as pressed, faux stone or cinder block. The colors of all exterior surfaces shall blend naturally with the native landscape and shall be subject to the approval of the ACC.

2.4 Roofing Materials. The roof of all buildings shall be metal roof or constructed or covered with a material acceptable to and approved by the ACC. Composition or other shingles shall not be permitted. All roofs on any building constructed on a Tract shall have no less than a 4'/12' roof slope, unless a unique modern architectural style calling for an alternative roof pitch is approved by the ACC. Any variance from the minimum roof slope requirement dictated by site-specific characteristics (regardless of architectural style) is subject to the approval of the ACC, in its sole discretion. No roof shall be installed with a bright red or otherwise visually offensive color.

2.5 Gutter System. The ACC recommends installing a gutter system that is compatible with any future installation of a Rain Water Harvesting System as described in Section 2.25(b) (Rain Water Harvesting).

2.6 Solar Energy Device Restrictions.

a. "Solar Energy Device." As used in this Declaration, "solar energy device" has the meaning assigned by Section 171.107 of the Texas Tax Code, which defines the term as "a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar generated power." The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

b. Permitted and Not Permitted Solar Energy Devices. A solar energy device is not permitted anywhere on a Tract except on the roof of a building or in a fenced yard or patio within the Tract. A solar energy device (1) may not extend higher than or beyond the roofline of such structure, (2) must conform to the slope of the roof and have a top edge that is parallel to the roofline, and (3) shall not have frames, support brackets and visible piping or wiring that are not a silver, black or bronze tone commonly available in the marketplace. If a solar energy device is mounted on the roof of a building, it must be in a location designated by the ACC unless an alternate location designated by the Owner increases the estimated annual energy production of the device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10% above the energy production of the device if located in an area designated by the ACC. A solar energy device located in a fenced yard or patio shall not be taller than or extend above the fence enclosing the yard or patio. A solar energy device shall not be installed on a Tract in a manner that voids material warranties.

c. Approval of Solar Energy Devices. The ACC encourages environmental sensitivity and the installation of solar energy devices, subject to prior approval of the ACC in accordance with the approval process set out in Article II (ACC Review) of the Master Declaration. The ACC may withhold approval for the installation of a solar energy device if it determines in writing that the placement of the solar energy device, as proposed by the Owner, constitutes a condition that substantially interferes with the use and enjoyment of the Property by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. Additionally, no solar energy device may threaten the public health or safety or violate applicable law. A solar energy device may not be installed in the Common Areas except if approved by the Board.

d. Declarant Disapproval. During the Development Period, the Declarant may withhold approval of the installation of a solar energy device in its sole discretion.

2.7 Minimum Square Footage Within Buildings. No building on a Tract shall have less than two thousand (2,000) square feet of climate-controlled area.

2.8 Maximum Number of Structures, Square Footage. Construction on any Tract shall be confined to the Building Envelope and within the building setbacks provided elsewhere in this Declaration, except with respect to contiguous Tracts in which the shared property line and utility easement has been removed so that the setbacks shall apply only to the perimeter of the combined Tracts, and also subject to the approval of the ACC within the guidelines specifically provided in this Declaration. The

configuration of all structures is subject to the approval of the ACC. The total gross square footage of all vertical structures (including without limitation all buildings and covered areas, but excluding fences, walls, hedges, and parking areas) on a Tract may not exceed fifty (50%) percent of the total area of the Tract unless approved by the ACC.

## 2.9 Location of the Improvements Upon the Tract.

a. No improvements shall be located on any Tract nearer than: (i) fifty (50) feet to the front Tract line, (ii) ten (10) feet to the side Tract line, but if the side Tract line is on the Main Road, then thirty (30) feet to the side Tract line, and (iii) twenty (20) feet to the rear Tract line, unless otherwise approved by the ACC.

b. No fencing shall be located on any Tract nearer than thirty (30) feet to the Main Road. The location of any fencing on the front of any Tract shall be subject to approval by the ACC.

c. Considerations for approval by the ACC for a deviation from these distances may only include the topography of the Tract and existing Trophy Trees [as defined in Section 2.31 (Destruction of Plants, Disturbance of Natural Habitat) below] thereon and be a requirement necessitated by the size of the Building Envelope.

d. The ACC may, in its sole discretion, further define a specific Building Envelope after taking into consideration the view corridors of nearby Tracts or the Adjacent Residential Subdivision.

2.10 Combined Building Site. Any Owner of one or more adjoining Tracts may consolidate such Tracts into one building site and may place or construct improvements on such combined building site, in which case setback lines shall be measured from the resulting combined Tract lines rather than from the individual singular Tract lines. The location of the combined Tract setback lines shall be subject to the approval of the ACC. The Owner of a combined building site shall continue to pay assessments and charges on and with respect to each Tract included therein. The Owner shall be responsible for replatting such adjoining Tracts.

2.11 Easements for Utilities, Sanitary Control, and Drainage. Easements for installation and maintenance of utilities and sanitary control are reserved by Declarant as shown on the Plat, and no structure of any kind shall be erected upon any of said easements. In addition to the easements shown on the Plat, Declarant reserves easements for installation and maintenance of utilities and drainage facilities along the exterior boundaries of the Property, the common boundary lines of the Tracts, the Main Road, and the Highway 281 Access Area from Tract thirty-three (33) and thirty-four (34) on the Plat. All such easements shall include an easement over and through each Tract as reasonably necessary in connection with installation and maintenance activities, and are reserved in favor of Declarant and the Association.

It is expressly agreed and understood that the title conveyed to any of the Tracts by deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, electric lighting, electric power, or telephone purposes, and other easements hereafter granted affecting the Tracts. The Owners of the respective Tracts shall not be deemed to own pipes, wires, conduits, or other service lines running through their Tracts which are utilized for or service to other Tracts, but each Owner shall have an easement over and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his Tract.

2.12 Easements for Rear Property Line Privacy Fence. Declarant also reserves a permanent easement in favor of Declarant and the Association as reasonably necessary for the installation and maintenance of a privacy fence along the rear boundary of the Property, and an easement over and through each Tract as reasonably necessary in connection with such installation and maintenance. The installation of any such fence shall be at the sole discretion of Declarant or the Association, and any such fence shall be owned by the Association.

2.13 Electric Service. Each Owner shall be required to install, at such Owner's sole cost and expense, underground electrical service from the electrical distribution line serving the Property to such Owner's building(s). All installation must meet all applicable county, state and federal building code requirements.

2.14 Wall, Fence, and Hedge. Any fence, wall, or hedge to be constructed on a Tract shall be subject to approval by the ACC prior to commencing construction. Restrictions on fencing, including whether a fence is required and any height specifications, shall be determined by the particular commercial use of the property. Notwithstanding the foregoing, any storage or mini warehouse facility constructed on a Tract shall require a privacy fence not less than eight (8) feet in height surrounding the entire facility and no part of the facility shall be visible from Highway 281, the Main Road, or the Adjacent Residential Subdivision. Any fence, wall, or hedge erected on a Tract by Declarant shall convey with title to the Tract, and thereafter the Owner of such Tract shall maintain such fence, wall or hedge. The privacy fence in Section 2.12 (Easements for Rear Property Line Fence) shall be an exception to the foregoing. Hurricane-type or chain-link fences are prohibited. An Owner may construct a security (privacy) gate as an integral part of a fence erected along the Main Road or Highway 281 frontage (depending on the location of the entrance to the Tract) of the Owner's Tract which shall be consistent with the community's architectural theme and shall be composed of building materials consisting of native or Texas stone, cedar, logs, other hard woods and/or steel pipe. The ACC shall be informed as to the composition and architecture of the proposed fence and gate prior to construction but shall not oppose any reasonable plan which is consistent with the overall plan for the specific building site.

2.15 Driveways. All driveways must be asphalt, concrete, or brick pavers. Alternatively, driveways may be gravel, road base material, crushed limestone, or other similar materials, so long as the materials are retained by a curb no less than four (4) inches wide. Driveway aprons (that portion of the driveway extending from the property

line of each Tract, through the right-of-way, to the paved surface of the Main Road or Highway 281 Access Area must be asphalt, concrete, or brick pavers. Driveway aprons must be a minimum of twenty (20) feet from the paved surface of any Main Road or Highway 281 in to the Tract and a minimum of twelve (12) feet wide. Width, curvature, material, and all aspects of construction and materials of driveways shall be subject to ACC approval. The driveway must be completed prior to occupancy of any improvement on the Tract. Drainage pipe, if required, shall have a diameter of not less than eighteen (18) inches unless a variance is approved by the ACC due to specific topography conditions.

2.16 Parking Areas; Sidewalks. Each Owner of a Tract shall designate a portion of his or her Tract as a parking area. All parking areas must be asphalt or concrete. Alternatively, parking areas may be gravel, road base material, crushed limestone, or other similar materials, so long as the materials are retained by a curb no less than four (4) inches in height. The portion of the Property designated as a parking area shall be sufficient to accommodate the parking needs of the Owner, its employees, and visitors, and shall be completed prior to occupancy of any improvement on the Tract. Each Owner shall construct sidewalks in accordance with any applicable governmental requirements.

2.17 Storage of Vehicles. No vehicles or similar equipment may be parked or stored in any area visible from Highway 281 or the Main Road, except that passenger automobiles, motorcycles, passenger vans and pick- up trucks may be parked in the designated parking area on a Tract if such vehicle (i) has no greater than one ton in carrying capacity; (ii) has fewer than three axles; (iii) is in operating condition with valid license and inspection stickers; AND (iv) is generally in place for daily use as a motor vehicle on the streets and highways of the State of Texas. No abandoned, derelict or inoperable vehicles may be stored or located on any Tract or a street within the Property except within an enclosed building. No dismantling or assembling of motor vehicles, boats, trailers, recreational vehicles, or other machinery or equipment will be permitted in any parking area or on portions of any Tract that are visible from Highway 281 or the Main Road, with the exception of vehicles used for the maintenance of Common Area as conducted at the direction of the Board of the Association. No vehicles of any type may be driven or parked in the Common Area or any easement overnight. For purposes of this requirement, "overnight" shall be defined as the time from 10 p.m. through 6 a.m., local time zone.

a. Boats, Trailers, Commercial and Recreational Vehicles. No boat trailers, boats, travel trailers, motor homes, campers, tractors, recreational vehicles, vehicles with more than two axles or greater than one ton carrying capacity, and/or equipment or accessories related thereto of any kind may be kept on any Tract, unless such vehicle, equipment, accessory and item is in operable condition and such vehicle, equipment, accessory and item is either (i) kept fully enclosed within a building located on such Tract; (ii) kept fully screened from view from Highway 281, the Main Road, and the Adjacent Residential Subdivision by a screening structure or fencing approved by the ACC; (iii) temporarily parked on a street within the Property or on a Tract for the purpose

of loading or unloading; or (iv) a commercial vehicle that is in use for the construction, maintenance or repair of improvements in the immediate vicinity and previously approved by the ACC in accordance with Article II (ACC Review) of the Master Declaration. "Temporarily parked" shall mean less than sixteen (16) hours and shall not include "overnight" hours as defined in the paragraph above. The Board of the Association shall have the sole and absolute authority to determine from time to time whether an item is in operable condition and complies with the requirements of clauses (i) through (iv) above in this paragraph. Upon an adverse determination by the Board of the Association, the Owner shall immediately cause the item to be removed and/or otherwise brought into compliance with this paragraph. Notwithstanding any provision herein, no trucks or vehicles of any size that transport inflammatory or explosive cargo may be kept on the Property at any time. No motorized vehicle of any type may be used in the Common Areas of the Property with the exception of a road or street within the Property or parking in a designated parking area in the Common Area.

b. Special Motorized Vehicles or SMVs. The Association may adopt rules and regulations concerning the use of motorcycles, go-karts, mini-bikes, mopeds, dirt bikes, all-terrain vehicles ("ATVs") and golf carts, (collectively, "SMVs"), and may, in its sole discretion, restrict or prohibit their use if such operation creates a fire and/or safety hazard, excessive noise, or unacceptable annoyance to the Owners.

2.18 Tract Maintenance, Dumping. The Owner of each Tract shall at all times (i) keep weeds and grass thereon cut in a sanitary, healthful, attractive manner and (ii) maintain all brush and tree canopy consistent with proper wildlife habitat management. In no event shall any Tract be used for storage of material and/or equipment unless (i) such material or equipment is kept fully enclosed within a building located on such Tract or (ii) such storage is incident to construction of improvements thereon as herein permitted. The accumulation of garbage, trash, or rubbish of any kind and the burning (except as such burning is permitted by law) of any such materials is prohibited. Each Owner shall arrange for at least weekly garbage, rubbish and trash pickup from such Owner's Tract as long as such service is not provided and required by a municipality. The Association may, at its option, require each Owner to purchase trash service from one service and charge for such service as part of the assessments described in Article III (Covenant for Maintenance Assessments) of the Master Declaration. Maintaining includes, but is not limited to, mowing the drainage ditches and keeping all easement areas within each Tract clean and free of debris and trash in accordance with Association guidelines. No Tract or other area in the Property shall be used as a dumping ground for construction rubbish or a site for the accumulation of unsightly materials of any kind, including but not limited to broken or rusty equipment, disassembled or inoperative cars and discarded appliances and furniture. Trash, garbage or other waste shall not be kept except in sanitary containers. If any improvement or Tract is damaged or destroyed by casualty or otherwise, the Owner thereof shall be obligated to remove or repair same and shall comply with the applicable provisions of Article II (ACC Review) of the Master Declaration.

In the event of default on the part of any Owner in observing any of the above requirements, and if such default continues after ten (10) days' written notice thereof to such Owner, Declarant or the Association may without liability, in trespass or otherwise, to such Owner, but without being under any duty to do so, enter upon said Tract, cut or cause to be cut such weeds and grass, remove or cause to be removed such garbage, trash and rubbish, and/or do any other thing necessary to secure compliance with this Declaration and to place said Tract in a neat, attractive, healthful and sanitary condition, and may charge such Owner for the cost of such work. Each Owner is obligated for and agrees to pay any such charges as provided in Article III (Covenant for Maintenance Assessments) of the Master Declaration.

Notwithstanding the foregoing, the Association shall be solely responsible for initiating mowing and weed management on the easement and/or ditch area along the Main Road that borders an Owner's Tract up to the Main Road pavement. The easement for the Main Road is wider than the actual paved surface of the Main Road, as shown on the Plat. The cost of such maintenance shall be expensed by the Association as part of the annual dues as provided in Article III (Covenant for Maintenance Assessments) of the Master Declaration.

2.19 Trash Containers. Trash containers, dumpsters or any object holding or storing trash must be kept in a clean and sanitary condition, must be located and screened in a manner approved by the ACC, and must be out of sight of all streets and roads surrounding or going through the Property, including Highway 281. Storing or placing trash containers, dumpsters, or any object holding or storing trash adjacent to or within view of a Main Road or Highway 281 is strictly prohibited, except during construction of improvements and as approved by the ACC.

Moveable trash containers may be put at a driveway entrance to the Tract the night before or the morning of a scheduled trash pickup. The moveable containers shall be removed from the road area the same day of the trash pickup.

2.20 Mail Boxes, Newspaper Holders. The Owners of Tracts thirty-one (31) and thirty-two (32) shall have the option to use the mailboxes provided by the Association located at the main entrance gate to the Property from Highway 281. The Owners of any Tract on the Property shall be permitted to place a mailbox and/or newspaper holder on such Tract as desired.

2.21 Antennas, Satellite Dishes. No antenna or similar device of any type shall be erected, constructed, placed or permitted to remain on any Tract or structure except as otherwise provided herein. No portion of any Tract shall be sold, leased, conveyed, or in any manner transferred for use as a wireless or cellular communication facility. Declarant shall provide internet/media connections to each Tract as part of the infrastructure of the Property. Each Owner shall be responsible for connecting, at such Owner's sole cost and expense, these services to such Owner's improvements.

The following antennas and satellite dishes are not permitted:

- (i) antennas or dishes that only transmit signals;
- (ii) antennas or dishes that interfere with reception of video signals by other Owners;
- (iii) antennas or dishes mounted on roofs or buildings, except as provided herein;
- (iv) antennas or dishes in Common Areas; and
- (v) dishes greater than one (1) meter in diameter.

Unless prohibited above, an antenna or satellite dish may be installed only (a) inside the attic or main area of a building or (b) outside on a Tract subject to the restrictions provided below. However, the ACC may in its discretion allow antennas or dishes to be mounted on the back half of a roof (the portion of the roof furthest from Highway 281). Outside installation is allowed only if the plans and specifications for location, attachment, safety and screening are approved in writing by the ACC for compliance with the following standards.

The antenna or satellite dish must:

- (i) be properly bolted and secured in a workmanlike manner;
- (ii) be located behind the residence or behind a solid wall, fence or perennial landscaping in the side yard or back yard of a residence;
- (iii) be screened by the above fence or landscaping, to the greatest extent reasonably possible, in order to prevent the antenna or dish from being seen from any street, Common Area or neighboring residence;
- (iv) be no higher than the fence or landscaping that is screening it from view; and
- (v) not be located within any building setback lines.

Each Owner is liable for all damages to Association property, personal property, animals and persons caused by such Owner's installation and use of any antenna or dish.

These location, installation and screening requirements are based on aesthetics, non-interference with reception by neighboring Owners, preservation of property values, and safety considerations, including avoidance of injury or property damage from improperly installed or otherwise dangerous antennas or dishes.

2.22 Septic System. Prior to occupancy of any improvement on any Tract, the Owner of such Tract shall construct, install, and maintain on such Tract a septic tank and soil absorption system in accordance with the specifications for same as established by the laws of the State of Texas and the rules and regulations of the Association, Blanco County, Texas, and any other governing authority having jurisdiction over the same. Such construction and installation shall be performed by a septic system contractor licensed by the State of Texas. If such septic system complies with such specifications, but still emits foul or noxious odors or unsafe substance onto streets, ditches or adjoining Tracts, such system shall be modified as specified by the ACC so as to eliminate such

foul or noxious odors or unsafe substance. Aerobic septic systems are not permitted unless approved by the ACC upon written request due to documented soil quality or other concerns.

2.23 Propane Tanks. Propane tanks must be installed by a propane provider licensed by the State of Texas and in accordance with all appropriate codes regulating the same. If installed above ground, then tanks must be located behind the rear building line of an improvement and screened from view from the Main Road, Highway 281, and adjacent Tracts with an exterior screen wall consisting of the same masonry as any improvement on the Tract or other such material as approved by the ACC.

2.24 Outdoor Equipment. Outdoor equipment such as HVAC compressors shall be screened from view from the Main Road, Highway 281, and adjacent Tracts with an exterior screen wall consisting of the same masonry as any improvement on the Tract or other such material as approved by the ACC.

2.25 Water System, Rain Water Harvesting.

a. Public Water System. Declarant shall construct a water system in order to provide water supplies necessary to serve the Property (the "Water System"). All water mains and pipes and other equipment necessary for the operation and maintenance of the Water System shall be located within the Utility Easements described in Section 2.11 (Easements for Utilities, Sanitary Control, and Drainage). *Corix Utilities, 1812 Centre Creek Drive, Suite 100, Austin, Texas 78754*, shall be responsible for the operational requirements and ongoing maintenance of the Water System. The Water System shall be the sole source of potable water for the Property, and no well may be constructed on any Tract for the purpose of providing domestic water supply.

Each Owner, at such Owner's sole cost and expense, shall be responsible for connecting such Owner's improvements to the Water System and a **\$1,500 tap fee** shall be assessed for such connection. The tap fee shall be due and payable at the time of closing on such Owner's Tract, but no monthly fees shall be incurred until construction has commenced on such Tract.

b. Rain Water Harvesting. The Association and the ACC encourage environmental sensitivity and preservation of scarce resources, such as water. Rain water harvesting is permitted, subject to the following and to the Association's rules and/or guidelines for any rain water harvesting system ("RWHS") constructed above ground; none of the following restrictions shall apply to any underground RWHS installed by Owner:

(i) Location. Any RWHS shall be located behind the rear building line of any building and within fifty (50) feet from the building. The location of any RWHS shall be identified on the site plan submitted to the ACC and must be approved by the ACC.

(ii) Color. The exterior color of the RWHS should adhere to the Texas Hill Country theme and must be approved by the ACC.

(iii) Height. The height of the RWHS shall be no more than eight (8) feet from the ground to its top.

(iv) Native Trophy Trees. The location of the RWHS on the Tract shall seek to preserve Trophy Trees (as defined in Section 2.31 (Destruction of Plants, Disturbance of Natural Habitat) below).

(v) View Corridor. A view corridor from any adjacent or nearby Tract shall be considered in the RWHS location decision on a Tract. The intent is to reduce any view corridor interference impacting any adjacent or nearby Tract.

2.26 Signs, Billboards, Displayed Objects, and Flags. No sign, billboard, emblem, object, display, or flag of any kind shall be placed or displayed on any Tract or mounted, painted or attached to any improvement or fence upon such Tract so as to be visible from public view without approval of the ACC except as set forth below. The Association may remove any item displayed in violation of this Section 2.26 (Signs, Billboards, Displayed Objects, and Flags).

a. For Sale Signs. An Owner may erect one sign not exceeding six (6) square feet in area, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground advertising the property for sale.

b. Declarant's and Builders' Signs. Signs or billboards may be erected by Declarant or, with permission of Declarant, any builder of an improvement on the Property.

c. Legally Required Signs. Signs required for legal proceedings may be displayed.

d. Political Signs. An Owner may erect one political sign not exceeding six (6) square feet in area on such Owner's Tract advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal, provided that such sign shall not be erected more than ninety (90) days in advance of an election to which signs pertain and are removed within fifteen (15) days after such election.

e. Exterior Business Signs. An Owner may erect one or more exterior business signs, the total gross square footage of which shall not exceed sixty-four (64) square feet, unless otherwise approved by the ACC, the placement, number, and design of which do not significantly diminish the scenic character of the Property. No billboards shall be permitted on any portion of any Tract. All such signs shall be subject to approval by the ACC.

Any illuminated exterior signs shall comply with Section 2.27 (Exterior Lighting). Each light shall be kept in good working order and maintained by the Owner.

f. Address number. Each Tract shall clearly display the address number for emergency personnel on the main improvement on such Tract with numbers no less than eight (8) inches in height.

g. Religious Items and Emblems. An Owner may display religious items and emblems on the entry door or door frame of any of such Owner's buildings if such display is motivated by such Owner's sincere religious belief, provided that such displays do not (i) threaten the public health or safety, (ii) violate applicable law, (iii) contain language, graphics, or any display that is patently offensive to a passerby, or (iv) extend past the outer edge of the door frame of the Owner's building.

h. Flags. An Owner may display the official flag of the United States of America, the State of Texas, or any branch of the United States armed forces, or such other flag specifically approved by the ACC, in accordance with this Section 2.26 (Signs, Billboards, Displayed Objects, and Flags). The flag of the United States of America must be displayed in accordance with 4 U.S.C. Sections 5-10. The flag of the State of Texas must be displayed in accordance with Chapter 3100, Texas Government Code. A flagpole attached to a building or a freestanding flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling. The display of a flag, and the location and construction of the supporting flagpole, must comply with applicable zoning ordinances, easements, and setbacks of record. A flag and the flagpole on which it is flown must be maintained by such Owner in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced, or removed by such Owner. No more than three flagpoles may be constructed on a Tract, and no flagpole may exceed more than twenty (20) feet in height and may not be erected on the roof of any structure. Flags may not be displayed that exceed a dimension of five (5) feet in height by eight (8) feet in width. The particular location of flagpoles and any lighting used to illuminate a flag must be approved by the ACC. The external halyard of a flagpole may not create noise that can be heard more than twenty-five (25) feet from the flagpole, or within the interior of any structure on the Property. No Owner may install a flag or flagpole in a Common Area of the Property.

Declarant may place one freestanding flagpole in the Common Area, near the entrance gate to the Property from Highway 281, with a height not to exceed sixty (60) feet and a flag not to exceed twenty (20) feet by thirty (30) feet in size.

2.27 Exterior Lighting. The outside lighting plan for each Tract shall be approved by the ACC, and shall utilize Dark Sky Lighting systems (as defined below) to the maximum extent practicable. "Dark Sky Lighting system" means any light fixture used for exterior illumination must be fully shielded, pointed downward, and placed in a manner so that the light source is not directly visible from any other properties or public roadways. In order to reduce glare and light trespass into neighboring lands and to reduce

negative impacts to wildlife, exterior illumination shall be restricted to light sources with a Correlated Color Temperature of 2,700K or less. As used herein, "Fully Shielded" means no direct uplight (i.e., no light emitted above the horizontal plane running through the lowest point on the fixture where light is emitted). The use of streetlights should be held to a minimum. The use of reflective surfaces should always be considered as an alternative to streetlights.

No exterior lighting (including illuminated signage) shall be placed on the Property in a manner that directs light toward the Adjacent Residential Subdivision. Wall lighting on elevations facing the Adjacent Residential Subdivision shall be downward shielded and building signage facing the Adjacent Residential Subdivision shall be backlighted.

All parking areas on a Tract shall be adequately lit for the safety of the Owner, its employees, and its visitors.

2.28 Quality Workmanship. All improvements and structures including but not limited to fences, sheds, storage buildings, and other improvements shall be constructed of quality material and in a workmanlike manner. All improvements shall be kept weatherproofed by painting or such other method as may be necessary and appropriate, and none of the improvements shall be allowed to deteriorate to the detriment of the Property as a whole.

2.29 Watering Restrictions. All Owners shall comply with all rules and guidelines of the Association and of all governmental authorities having jurisdiction over water usage, including without limitation Blanco County and the Blanco-Pedernales Groundwater Conservation District.

2.30 Hydrology, Drainage. No activity may be conducted on any Tract that pollutes or contributes to the pollution of land or water, above ground or underground. Drainage on each Tract shall follow the natural drainage to the street, utility easement or natural grade elevations. Each Owner is responsible for managing the surface drainage of such Owner's Tract. The general grading, slope and drainage plan of a Tract may not be altered without written permission of the ACC and any approvals which may be required from any governmental body or agency having authority to grant such approval.

2.31 Destruction of Plants, Disturbance of Natural Habitat. Within the Building Envelope on each Tract, the Owner of such Tract may, with prior approval by the ACC, cut and remove diseased trees, shrubs and plants, cut firebreaks and clear for construction of improvements. Owners may also, with prior approval by the ACC, cut and remove trees, shrubs or plants to accommodate habitat management activities (including removal of ash juniper (cedar) and/or removal of oak trees pursuant to an oak wilt prevention program approved by the Association), to maintain allowed existing improvements and/or as necessary to facilitate the construction of improvements on the Property. No pruning or removal of any species of oak trees shall be conducted between February 1<sup>st</sup> and June 30<sup>th</sup>. Violation of this rule shall be subject to a \$1,500 fine per occurrence.

Subject to all restrictions set forth in this Declaration, wildlife habitat and wetland enhancements are acceptable physical alterations to a Tract; provided, any ponds or water improvements shall be subject to approval (and conditions as specified) by the ACC. Prior to undertaking any enhancement activities, a plan describing enhancements must be submitted to the ACC for approval. In case of wetlands alterations, individuals proposing alterations must ensure full compliance with all applicable wetland regulations including the National Clean Water Act and all engineering and water rights requirements for the Texas Commission on Environmental Quality. Trees and vegetation outside of the Building Envelope may not be removed or altered without prior approval of the ACC. In general, Trophy Trees (as defined below) shall be retained and preserved whenever practical. A "Trophy Tree" shall be defined as a native live oak, elm or pecan greater than six caliper inches in diameter three feet above the ground or a madrone greater than two caliper inches in diameter three feet above the ground.

The Association may from time to time establish rules and guidelines pertaining to the prevention and/or treatment of oak wilt. In such event, each Owner shall comply with such rules and guidelines.

2.32 Prohibition of Offensive Activities. No person shall commit or suffer to be committed on the Property any nuisance which may materially disturb the use and/or quiet enjoyment of all or any portion of the Property or the Adjacent Residential Subdivision.

2.33 Mineral Extraction. The excavation, mining, or removal of soil, sand, gravel, rock, peat, sod, or other surface materials or minerals by any surface mining method is prohibited, except that construction materials, such as rock, dirt, sand, and gravel, may be taken for the purposes of maintaining existing roads and facilities or in connection with other activity permitted herein in the Property to the extent permitted by applicable law. Mining or production of subsurface minerals, such as oil and gas, and the drilling of water wells is strictly prohibited. This provision shall not apply to Declarant's drilling of water wells or any other activity related to the construction of the Public Water System.

2.34 Leasing. No Tract, nor any building on a Tract, may be leased for transient purposes or for less than thirty (30) days. All leases shall be subject to this Declaration, the Bylaws, and any rules, regulations, and guidelines of the Association. The Association shall have the authority to evict tenants of Owners after reasonable notice for substantial or repeated violations of this Declaration, the Bylaws, or any rules, regulations, or guidelines of the Association. The Association shall have the authority to enforce this Declaration, the Bylaws, or any rule, regulation, or guideline provisions against an Owner's tenants, including collection of fines for violations by the tenant of this Declaration, the Bylaws, or any rules, regulations, or guidelines of the Association. Owners are liable for all fines levied against their tenants and their tenants' guests or invitees. This provision shall not apply to leasing of individual storage units as part of a storage facility.

2.35 Firearms and Archery. No pistol, rifle, shotgun or any other firearm or explosives shall be discharged on any part of the Subdivision, except for the protection of the Owners and their property or animals from predators or nuisance varmints in a lawful manner. The Association may adopt rules and regulations concerning the use of firearms on the Property. RECREATIONAL HUNTING WITH ANY TYPE OF FIREARM OR BOW AND ARROW IS STRICTLY PROHIBITED IN ORDER TO PROMOTE SAFETY. FIREARMS AND BOWS/ARROWS OF ANY KIND ARE STRICTLY PROHIBITED IN THE COMMON AREA FOR ANY REASON.

**ARTICLE III.**  
**PROHIBITED COMMERCIAL USES**

3.1 Prohibited Uses. The following uses are prohibited commercial uses on all Tracts within the Property:

- a. A junk yard, scrap metal yard, recycling center or waste material business (including any dumping, disposal, incineration or reductions of garbage or refuse);
- b. a mobile or manufactured home or trailer court;
- c. a business that specializes in bankruptcy or liquidation retail sales or the selling of fire damaged items;
- d. a flea market or pawn shop;
- e. an establishment for sale of automobiles, trucks, mobile or manufactured homes, or recreational motor vehicles;
- f. an adult type bookstore or other establishment selling, renting, displaying, or exhibiting pornographic or obscene materials (including without limitation, magazines, books, movies, videos, photographs, or so-called "sexual toys") or providing adult type entertainment or activities (including, without limitation, any displays or activities or a variety involving, exhibiting, or depicting sexual themes, nudity, or lewd acts);
- g. a sexually oriented massage parlor;
- h. a gambling establishment or parlor;
- i. a mortuary, crematorium, or funeral home;
- j. a skating rink, bowling alley, or bingo parlor;
- k. a dry cleaning plant, central laundry, or laundromat (except, however, that central laundry or laundromat drop off and/or pick up facilities for such uses are expressly permitted); and

1. any use which is illegal or which is offensive by reason of excessive odor, fumes, dust, smoke, noise or pollution, or hazardous by reason of excess danger of fire or explosion.

#### **ARTICLE IV. COMMON AREA**

4.1 Common Area's Purpose. Certain Common Areas of the Property, and improvements constructed or installed on those Common Areas, shall be maintained by the Association for the mutual benefit of the Property and the Adjacent Residential Subdivision. Common Areas shall include, but shall not be limited to, the area containing the mailboxes provided by the Association, which shall be located near the front entrance gate to the Adjacent Residential Subdivision.

4.2 Association's Easement Over and Across Common Area. Declarant hereby grants unto the Association, a perpetual easement over and across the Common Area for the purposes of accessing and maintaining the Common Areas and constructing or installing, and maintaining, the improvements thereon.

4.3 Owner's Right of Use and Easement of Enjoyment. Every Owner shall have a right to use and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Tract, subject to the provisions of this Declaration, the Bylaws, any rules, regulations or guidelines of the Association, and other governing documents. Every Owner shall have the right to ingress and egress over, upon, and across the Common Area necessary for access to any portion of his or her Tract, and such rights shall be appurtenant to and pass with the title to each Tract.

4.4 Residential Owners' Right of Use and Easement of Enjoyment. Every owner of a tract in the Adjacent Residential Subdivision shall have a right to use and an easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every tract, subject to the provisions of this Declaration, the Bylaws, any rules, regulations or guidelines of the Association, and other governing documents. Every owner of a tract in the Adjacent Residential Subdivision shall have the right to ingress and egress over, upon, and across the Common Area necessary for access in to and out of the Subdivision, and such rights shall be appurtenant to and pass with the title to each Tract.

4.5 Use Restrictions for Common Area. The Association, or the Declarant prior to the end of the Development Period, shall have the right to prescribe rules and guidelines governing and restricting use of the Common Area. No Owner shall use the Common Area in any manner that would (a) interfere with their purpose, (b) constitute a public or private nuisance, (c) interfere with the use and enjoyment of other Owners, or (d) violate any of the following unless approved by the Association or the Declarant:

a. No cutting or removal of any trees, plants, bushes, or any of the natural vegetation and habitat in the Common Area is allowed, without the written approval of the Board of the Association.

b. No altering of the soils, embankments, hills, creeks, streams and land in the Common Area is allowed.

c. No buildings or structures, temporary or permanent, shall ever be erected, placed or permitted on the Common Area.

d. No hunting, trapping, capturing, caging, interference with or killing of any animals in the Common Area is allowed for any reason. **No firearms of any kind are allowed in the Common Area.**

e. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to the Common Area for any reason in connection with the use or maintenance of the Common Area; provided however, such machinery or equipment may be placed, operated or maintained by any governmental or quasi-governmental agency or by a public utility in the performance of its legitimate functions.

f. No sign, advertisement, billboard, or advertising structure of any kind shall be placed, maintained or displayed on the Common Area, other than by Declarant or the Association.

g. Motorcycles, go-karts, mini-bikes, mopeds, dirt bikes, all-terrain vehicles ("ATVs") or golf carts, (collectively, "SMVs") may not be operated by an unlicensed driver on the Main Road in the Property or on any of the Common Areas, unless accompanied by an adult licensed driver at least 21 years old. SMVs may not be operated in the Common Area after sunset.

4.6 Common Area Fees. The Association shall manage, operate, care for, maintain, and repair all Common Areas and keep the same in a safe, attractive, and desirable condition for the use and enjoyment of the Owners and the Adjacent Residential Subdivision. The Association shall have the right to charge reasonable fees for the use of the Common Area in order to manage, operate, care for, maintain, and repair the same.

4.7 Land Adjacent to the Common Area. For all land within each Tract that is adjacent to the Common Area, all landscaping shall be designed so as to protect and promote, as far as practicable, the natural local landscape environment through use of native materials, natural drainage, indigenous plant selection, and site design. All landscaping design shall be subject to the applicable provisions of this Declaration, and shall:

a. Whenever possible, save and incorporate all existing trees with trunk diameters of four or more inches. To insure the viability of these trees, soil compacting,

trenching and/or cut and fill shall be avoided, to the greatest extent possible, in the area defined by the trees' drip line.

b. Maintain or enhance, wherever possible, existing vegetation within drainage easements to prevent erosion, siltation, or runoff augmented by development.

4.8 Association Facilities on Common Area. At the sole discretion of the Declarant or the Association, Association facilities may be installed on the Common Area.

4.9 Declarant's Conveyances to Association. Conveyance of property to the Association by the Declarant to be Common Area does not require and is not contingent upon the consent or acceptance of the Association in order to be effective. The Board of Directors of the Association is authorized to approve and/or negotiate terms and conditions proposed by Declarant for such conveyances by the Declarant to the Association.

## **ARTICLE V. GENERAL PROVISIONS**

5.1 Enforcement. All restrictions, conditions, covenants, reservations, and charges now or hereafter imposed by the provisions of this Declaration shall run with the land. The Association, the ACC, Declarant, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, and charges now or hereafter imposed by the provisions of this Declaration. Failure by Declarant, the Association, any Owner, or any other party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

All rights and authority granted to Declarant hereunder shall continue until the termination of the Development Period, as set forth in Section 1.7 (Development Period) above. On such date, all rights and authority granted to Declarant hereunder shall vest in, and thereafter be exercised by, the Association, except for rights and authority which by their terms cease to exist hereunder on or prior to such date. Declarant may assign any or all of its rights and authority as Declarant hereunder to any person or entity until the termination of the Development Period by written assignment duly recorded in the Official Public Records of Blanco County, Texas, a copy of which shall be delivered to the Board of the Association. Conveyance by Declarant of a property interest alone shall not constitute an assignment of Declarant's rights and authority as Declarant hereunder.

5.2 Traffic Rules. All persons must obey all traffic signs, all posted speed limits, and all other rules promulgated by the Association throughout the Property. Unless otherwise posted, the speed limit on all roads in the Property is fifteen (15) miles per hour.

5.3 Events. Owners may not hold events on Common Areas. Declarant may host events for potential landowners and/or real estate professionals for the purpose of marketing unsold Tracts in the Property.

5.4 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of fifty (50) years from the Effective Date of this Declaration, after which time they shall be automatically extended for successive periods of twenty (20) years. This Declaration shall be subject to amendment as follows:

a. By Declarant. Declarant, during the Development Period, reserves the sole and exclusive right, without joinder or consent of any Owner, to (i) amend, restate, modify or repeal, this Declaration, the Bylaws, and any rules, regulations, or guidelines of the Association; (ii) amend, revise, modify, or vacate any plat; and (iii) annex and subject any other property to the scheme of this Declaration, provided that any annexation is not inconsistent with the scheme of the Property. This Declaration, the Bylaws, or any rules, regulations, or guidelines of the Property may not be amended during the period of time between which Declarant loses the majority of voting rights and the time a new Board of Directors of the Association, consisting of Owner Members, assumes office.

b. By Members of the Association. This Declaration may be amended or restated by the written agreement or by signed Ballots voting for such of not less than sixty-seven (67%) percent of all of the members of the Association. There shall be one (1) vote per Tract. Anyone owning more than one Tract shall have one (1) vote for each Tract owned. Such amendment must be approved by said members of the Association within three hundred sixty-five (365) days of the date the first member executes such amendment. Otherwise, such amendment shall fail. If the amendment is adopted it shall bind and affect the respective Tracts whose members shall approve such amendment from the time after the date such amendment is approved by each member. The date a member's signature is acknowledged shall constitute *prima facie* evidence of the date of execution and adoption of said amendment by such member. Those members entitled to cast not less than sixty-seven (67%) percent of all of the votes of the Association may also vote to amend this Declaration, in person, or by proxy, at a meeting of the members duly called for such purpose, written notice of which shall be given to all members at least ten (10) days and not more than sixty (60) days in advance and shall set forth the purpose of such meeting. Any such amendment shall become effective when an instrument is filed for record in the Official Public Records of Blanco County, Texas, accompanied by a certificate, signed by a majority of the Board, stating that the required number of members voted in favor of the instrument amending this Declaration or cast a written vote, in person or by proxy, in favor of said amendment at the meeting called for such purpose.

c. By the Association. The Board of the Association has the right in its sole judgment, from time to time, and at any time, to amend this Declaration without joinder of any Owner or Member for the following purposes:

(i) to resolve or clarify any ambiguity or conflicts herein, or to correct any inadvertent misstatements, errors, or omissions herein; or (ii) to conform this Declaration to the requirements of any lending institution; provided, the Board has no

obligation whatsoever to amend this Declaration in accordance with any such lending institution requirements, and the Board may not so amend this Declaration if, in the sole opinion of the Board, any substantive and substantial rights of Owners would be adversely affected thereby; or

(ii) to conform this Declaration to the requirements of any governmental agency, including the Federal Home Loan Mortgage Corporation, Federal National Mortgage Agency, Veterans Administration, or Federal Housing Administration, and in this respect, the Board shall so amend this Declaration to the extent required by law upon receipt of written notice of such requirements and request for compliance; or

(iii) to amend the rules and regulations of the Association, if the Board deems appropriate to comply with the scheme of the Declaration and the Property; and

(iv) to amend any provisions to comply with the Texas Property Code.

5.5 Gender and Number. Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

5.6 Headings. The section headings herein are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such sections.

5.7 Severability. The invalidity, violation, abandonment, waiver of, or failure to enforce any one or more of any part or provision of this document shall in no way affect or impair the remaining provisions or parts thereof which shall remain in full force and effect.

5.8 Variance Provision. Except as expressly otherwise provided herein, Declarant or the ACC shall have the right, but not the obligation, in its discretion to review and approve or disapprove variances with respect to any requirements of this Declaration requiring approval by the ACC, based on detailed documentation as specified by and provided to Declarant or the ACC.

5.9 Final Plat and Notes, Other Authorities. Each Owner is obligated to read, understand and strictly follow the notes and provisions of each final plat. If other authorities, such as the county or state, impose more demanding, expensive or restrictive requirements than those set forth herein, the requirements of such authorities shall be complied with. Other authorities' imposition of lesser requirements than those set forth herein shall not supersede or diminish the requirements herein.

5.10 Addresses. Any notices or correspondence by the ACC or the Association to an Owner of a Tract shall be addressed to the street address of the Tract or to such other address as the ACC or Association and such Owner shall specify. Any notice to the ACC shall be addressed to 3001 South Highway 281, Marble Falls, Texas 78654. Any notice to

the Association shall be addressed to the address of the Association as it is recorded in the Official Public Records of Blanco County, or by email to the Association as listed on the website for the Association or community. The ACC or Association may change its address for notice and plan submission by recording in the Official Public Records of Blanco County a notice of change of address.

5.11 No Representations or Warranties. No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by the Association or its agents or employees in connection with any portion of the Property, or any improvement thereon, its or their physical condition, compliance with applicable laws, fitness for intended use, or in connection with the sale, operation, maintenance, cost of maintenance, taxes, or regulation thereof, unless and except as specifically shall be set forth in writing.

5.12 Conflicts between Bylaws and Declaration. Conflicts between the Bylaws of the Association and this Declaration shall be controlled by this Declaration.

5.13 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose and intent of this Declaration.

5.14 Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners and the Association, and respective heirs, legal representatives, executors, administrators, successors and assigns.

5.15 Effect of Violations on Mortgages. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgagee under any such mortgage, the holder of any such lien or beneficiary of any such deed of trust; and any such mortgage, lien or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

5.16 Governing Law. This Declaration shall be construed and governed under the laws of the State of Texas.

5.17 Online Property Information Required. The Association shall make this Declaration, the Bylaws, any rules, regulations, or guidelines of the Association, and any other governing documents relating to the Property and filed in the Official Public Records of Blanco County, Texas, available on its website if the Association has, or its managing agent on behalf of the Association maintains, a publicly accessible website.

SIGNED this 12<sup>th</sup> day of November, 2019, to be effective as of the date this Declaration is filed for record in the Official Public Records of Blanco County, Texas (the "Effective Date").

**DECLARANT:**

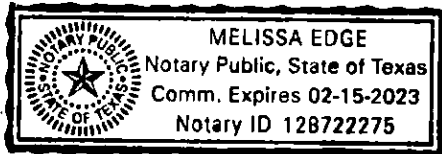
**281 Round Mountain, LLC,  
a Texas limited liability company**

By: *Grant Dean*  
Grant Dean, Manager

THE STATE OF TEXAS           §  
  §  
COUNTY OF BURNET           §

**ACKNOWLEDGMENT**

This instrument was acknowledged before me on this 12<sup>th</sup> day of November, 2019, by Grant Dean, Manager of 281 Round Mountain, LLC, a Texas Limited Liability company, on behalf of said company.



By: *M. Edge*  
Notary Public, State of Texas

STATE OF TEXAS  
COUNTY OF BLANCO  
I hereby certify that this instrument was FILED in File Number Sequence on the date and the time stamped hereon by me and was duly RECORDED in Official Public records of Blanco County, Texas on

**NOV 13 2019**



*Angela Walla*  
COUNTY CLERK  
BLANCO COUNTY, TEXAS

193895

**MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR TRINITY OAKS PRESERVE AT ROUND MOUNTAIN**

Filed this 13 day of Nov 2019  
3:14 P.M.

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County Clerk, Blanco County, Texas

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**ARTICLE I.**  
**DEFINITIONS**

1.1 “ACC” shall mean the Architectural Control Committee appointed by the Declarant during the Development Period and the Board of the Association thereafter, to approve or disapprove improvements to be constructed on a Tract pursuant to this Declaration.

1.2 “Association” shall mean and refer to any property owners’ association provided for in this document, its successors and assigns.

1.3 “Ballot” means an official solicitation sent to all of the Owners at the direction of the President of the Board at least thirty (30) days prior to the date upon which the applicable vote is to be taken providing the voting options available to each Owner as it regards each individual resolution. Each Ballot shall also provide an option by which the Owner may assign their right to vote to a designated proxy entitling them to cast the Owner's vote at the sole discretion of the person to whom the Owner's proxy has been assigned.

1.4 “Board” or “Board of the Association” refers to the governing body of the Association.

1.5 “Building Envelope” shall mean the area containing the main residence (for a Residential Tract), and all other improvements and structures on a Tract as approved by the ACC. The Building Envelope on any Tract may be any size, subject to the approval of the ACC.

1.6 “Bylaws” shall mean the duly adopted bylaws of the Association as the same may be amended from time to time.

1.7 “Commercial Building” means any building constructed on a Commercial Tract (as hereinafter defined).

1.8 “Commercial Tract” means Tracts thirty-one (31) through thirty-four (34), individually, on the Plat (as hereinafter defined).

1.9 “Common Area” shall mean all portions of the Development and improvements constructed thereon owned by the Association for the benefit of and for the common use and enjoyment of the Owners. Common Area shall also include any land and/or improvements conveyed, leased, dedicated or assigned by Declarant, or by a third party with the Association's consent, to the Association for maintenance and operation, including but not limited to private roads, streets, easements, parkways, walkways, trees, plants, vegetation, parks, trails, paths, fences, and ponds within the Development and any entrance and/or landscaping for the main entrance to the Development.

1.10 “Declarant” shall mean and refer to 281 ROUND MOUNTAIN, LLC and its successors or assigns (whether immediate or remote), as successor Owner of all or a portion of the Tracts in an undeveloped state, but shall not include any purchaser of one or more developed Tracts. For the purposes of this Declaration, “developed Tract” shall mean any parcel of land subdivided out of the Development and not owned by Declarant.

1.11 “Declarant Control Period” shall mean and refer to the period of time during which the Class “B” Member is entitled to appoint and remove the members of the Board of Directors and the officers of the Association, other than Board Members or officers elected by Members of the Association pursuant to the Bylaws.

1.12 “Development” shall mean and refer to: (a) the real property encumbered by the Master Declaration as of the Effective Date of this Master Declaration, and (b) such additions thereto as may hereafter be brought within the jurisdiction of this Master Declaration as permitted herein.

1.13 “Development Area” means any part of the Development (less than the whole), which Development Areas may be subject to Development Area Declarations in addition to being subject to this Master Declaration.

1.14 “Development Area Declaration” means, with respect to any Development Area, the separate instruments containing reservations, easements, restrictions, covenants, and conditions to which the property within such Development Area is subjected.

1.15 “Development Period” means the period commencing on the Effective Date of this Declaration of Covenants, Conditions and Restrictions and continuing until the earlier to occur of: (i) the date on which Declarant no longer owns any portion of the Development, or (ii) the date on which Declarant files a notice of the termination of the Development Period in the Official Public Records of Blanco County, Texas. During the Development Period, Declarant reserves the right to (a) facilitate the development, construction and marketing of the Development, (b) direct the size, shape, and composition of the Development, and (c) exercise the rights and privileges of the Declarant pursuant to this Declaration.

1.16 “Main Roads” shall mean Morning Dew Drive, Mr. Charlie Lane, and Lilly Lane, as shown on a recorded subdivision map of all or a portion of the Development.

1.17 “Management Certificate” means the instrument required to be recorded pursuant to Section 209.004 of the Texas Residential Property Owners Protection Act.

1.18 “Out Buildings” shall mean any structures on a Residential Tract (as defined hereinafter) other than a single-family residential dwelling, including but not limited to sheds, barns, barndominiums, storage buildings and detached guest houses.

1.19 “Owner” or “Owners” shall mean and refer to the record owner(s), whether one or more persons or entities, of a fee simple title to any Tract out of the Development, but

excluding those having such interest merely as security for the performance of an obligation.

1.20 "Plat" shall mean the plat of the Development recorded at Volume 3, Pages 260-267 in the Official Public Records of Blanco County, Texas.

1.21 "Quorum," with respect to a meeting called for the purpose of soliciting Owner approval of one or more specific resolutions related either to Sections 3.3 (Maximum Annual Assessment) or 3.4 (Owner-Approved Special Assessments) herein, shall mean the presence of Owners and/or of proxies equal to more than fifty (50%) percent of all the votes of the Owners entitled to cast votes at the time of such meeting. If the required Quorum is not present at any such meeting, the meeting shall be adjourned and another meeting may be called subject to the same notice requirements as provided for in Section 3.5 (Notice and Quorum for any Owner Action), but the Quorum required at any such subsequent meeting shall be seventy-five (75%) percent of the required Quorum applicable in the case of the originally convened meeting. In no event shall the size of a Quorum ever be less than thirty-seven and one half (37.5%) percent of all of the votes of the Owners entitled to cast votes at the time such vote is taken.

1.22 "Residential Tract" means Tracts one (1) through four (4) and Tracts six (6) through thirty (30), individually, on the Plat.

1.23 "Tract" shall mean and refer to any parcel or plat of land out of the Development and/or shown upon any recorded plat of the Development but excluding the Common Area.

## **ARTICLE II. ACC REVIEW**

2.1 Appointment of ACC. The ACC shall serve to guide Owners through the design and construction process utilizing "best practices" while maintaining the restrictions contained in this Declaration on behalf of the Association. The ACC shall consist of at least three (3) and not more than five (5) members, as designated by Declarant in its sole discretion during the Development Period, and thereafter appointed to two (2) year terms by the Board of the Association. No member of the ACC, who is also an Owner in the Development, may hold that position concurrently with being a member of the Board of the Association. During the Development Period, ownership of a Tract shall not be a prerequisite for appointment to the ACC. After the Development Period, at least one (1) member of the ACC shall be an Owner within the Development, preferably an Owner residing in the Development, although that shall not be a prerequisite for appointment. Declarant shall have the right from time to time to appoint and/or replace the member(s) of the ACC in Declarant's sole discretion for any reason during the Development Period, and the provisions herein regarding qualifications for members of the ACC are hereby specifically declared inapplicable to Declarant during the Development Period. Without limiting the generality of the foregoing, Declarant has the right to condition the appointment and continued service of any member of the ACC who is an Owner on the

compliance of such member with all provisions of this Declaration, the Bylaws, any rules, regulations, and guidelines of the Association, the Board of the Association, or any applicable regulatory or governmental authority, and any other applicable law, regulation, rule or contractual obligation. A majority of ACC members shall constitute a quorum for purposes of conducting an ACC meeting, and all decisions shall be decided by a majority of the ACC members present for any meeting. In the event a meeting cannot be conducted in person for various reasons, members of the ACC can conduct business and achieve a quorum either by telephone conference or by email. The Association shall maintain in its records a current roster of the members of the ACC. If there exists at any time one (1) or more vacancies on the ACC that is left unfilled by the Declarant for a period of thirty (30) days, the remaining members or member of the ACC (or if there are no remaining members, the Board of the Association) may designate successor member(s) to fill such vacancy or vacancies. Declarant hereby retains its right to assign the duties, powers and responsibilities of the ACC to the Association at any time, and the term "Architectural Control Committee" or "ACC" herein shall include the Association as such assignee.

2.2 Authority. No construction or installation of any main residence, Commercial Building, fence, wall, basketball goal pole, or other structure or improvement of any kind (including all repair arising by reason of any casualty damage or destruction) shall be commenced, erected, placed, maintained or altered on any Tract, and no exterior painting of, exterior addition to, or alteration of any such items shall be undertaken until all plans and specifications and a plot plan showing the Building Envelope and the location of such improvements have been submitted to and approved in writing by the ACC as to:

a. The quality of construction planned, including but not limited to materials, adequacy of site dimensions, adequacy of structural design, acceptability of floor plan elevations and proper facing of main elevation with respect to any Main Road;

b. conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping in relation to the various parts of the proposed improvements and in relation to improvements on other Tracts, and with the country style in the Blanco County and Texas Hill Country area;

c. topography of the Tract and finish grade elevation of the proposed improvement; and

d. the other standards set forth within this Declaration and/or the rules and guidelines of the ACC and/or the Association.

All landscaping at Trinity Oaks Preserve at Round Mountain should utilize xeriscape, naturally occurring grasses as further specified in the following paragraph, plants and trees, and native rocks, as much as possible, keeping in mind that all yards, unless fenced, are grazing and habitat land for the native wildlife on the ranch. Any landscaping item that does not naturally exist on the ranch should be approved by the ACC prior to being incorporated in the landscaping of a Tract. The ACC will encourage

plantings of native plants that are not palatable to the game animals that roam freely over the property in the Development.

The ACC is authorized and empowered to consider and review any and all aspects of construction and landscaping which may, in the reasonable opinion of the ACC, adversely affect the living enjoyment of one (1) or more Owners of any Tracts or the general value of the Tracts. In considering the harmony of external design between existing structures and improvements and the proposed improvement to be erected, placed or altered, the ACC shall consider only the general appearance of the proposed improvement that can be determined from the front, rear and side elevations on submitted plans.

No exterior or interior removal, addition, or alteration shall be made to any main residence, Out Building, or Commercial Building which involves removal, addition, or alteration of load-bearing or non-load-bearing exterior walls without the prior written consent of the ACC. Plans for all such work shall be submitted to the ACC in compliance with this Article II. All removals, additions, and alterations must comply with all applicable governmental regulations, including building code and fire code regulations.

As an approved exception to the requirements above, in the event of damage caused by fire, storm or natural events, repairs and re-construction performed to restore improvements in every respect to the originally- approved design shall be deemed approved without written ACC approval, provided that repairs are performed by the same as originally constructed the improvements, if possible. Otherwise, improvements and/or re- construction must be submitted to the ACC for approval.

2.3 Consulting Professionals. The ACC is authorized, but not obligated, to retain the services of consulting professionals such as a Professional Building Designers, building architects, landscape architects, urban designers, engineers, inspectors, and/or attorneys in order to advise or assist the ACC in performing its functions set forth herein. The cost of the services of such consultants shall be an Owner expense if required for services regarding plans submitted for the Owner's Tract, except to the extent such costs are covered by a plan review fee established by the ACC.

2.4 Procedure for Approval. Each Owner shall follow a four-step review and approval process for ACC approval of any improvements proposed by such Owner. Each member of the ACC shall maintain strict confidentiality regarding the plans required to be submitted by an Owner to the ACC for any new construction, remodeling, hardscapes or landscaping. No discussion regarding such plans shall be permitted by the members of the ACC among any third parties, with the exception of consulting professionals as described in Section 2.3 (Consulting Professionals) above, without the Owner's expressed written permission.

a. Preliminary Design Review. The Owner shall submit to the ACC the preliminary new home, Commercial Building, or improvement design as soon as the

Owner has a preliminary concept and design. The following action and documents must be completed and/or submitted to the ACC for the preliminary plan review by the ACC:

(i) Plot Plan. A plot plan must be submitted containing the Tract topography elevations, tree survey and proposed improvements. The site materials must be included on the plot plan.

(ii) Exterior Elevations. All four (4) exterior elevations of the improvements must be submitted. Exterior materials must be identified although the final exterior material and color decisions may be presented to the ACC with the final plan review. The ACC may request exterior material and color samples before final approval by the ACC.

(iii) Floor Plan. The floor plan of any proposed structure must be submitted to the ACC for preliminary plan review.

(iv) View Corridors. The ACC shall consider impact of the preliminary plan on view corridors of surrounding Tracts.

(v) Septic Systems. Proposed septic system plans must be submitted.

Upon receipt of all materials listed above, the ACC shall schedule a meeting either in person, by phone, or via email to discuss and review the submitted preliminary plans, typically within ten (10) days but in no circumstances greater than twenty (20) days afterwards. ACC suggestions shall be communicated to the Owner and any builder and/or architect engaged or proposed by such Owner.

All site plans shall be submitted by an Owner directly to the ACC. However, preliminary plan reviews submitted to the ACC for approval shall be conducted by a consulting professional as authorized in Section 2.3 (Consulting Professionals) above. The plan review fee shall be **\$195**, subject to change. Any and all subsequent plan review fees shall be **\$90** per review, with such cost subject to change. All plan reviews shall be at such Owner's sole cost and expense.

b. ACC Pending Notice. As soon as practicable following the preliminary design review, the ACC will notify the Owner of pending ACC approval along with any questions or clarifications needed. Notice shall include identification of the Tract upon which improvements will be constructed and any variances to this Declaration requested by the Owner which are being considered by the ACC. In the event a variance is requested to this Declaration, a notice will be sent electronically to each Owner's email who has a registered email address with the Association. Owners shall have up to seven (7) days to respond to the ACC via email with written comments related to any proposed variance.

Within fourteen (14) days following the preliminary design review, the ACC shall communicate preliminary design review comments to the Owner, along with written

approval for any variances granted by the ACC (such approval to be kept on file for review by any Owner upon request) or written disapproval for any variances denied by the ACC along with the reason for denial.

c. Final Design Review. Owner shall then submit a complete copy of the final plans and specifications (which shall address such all comments from the preliminary design review) in duplicate by direct delivery or certified mail to the ACC, or electronically as may be requested. The following documents must be submitted to the ACC for the final plan review by the ACC:

(i) Complete Final Set of Construction Plans. The Owner and/or his builder and/or architect shall submit the complete final construction plans to the ACC for final plan review, which shall be prepared by a certified professional architect or professional architectural design firm. The plans shall be approved and sealed by a certified professional engineer, architect, or Certified Professional Building Designer for both the integrity of the framing and the foundation given the soil conditions that exist at the building site. The plans shall include detailed construction plans and specifications for all aspects of the proposed improvements, including without limitation, the final design, all structural, framing, foundation, roof, electrical, plumbing, mechanical, heating, ventilation, air conditioning, and flooring components.

(ii) Landscape and Irrigation Plans. All landscaping should be xeriscape as much as possible, incorporating native plants, grasses, and rocks that occur in the Texas Hill Country. The total gross square footage of irrigated grasses on a Tract shall not exceed seven thousand (7,000) square feet. The following species of grasses shall be the only grasses allowed for yards on a Tract: (i) TifTuf Bermuda, (ii) Bermuda, (iii) Buffalo, (iv) Zoysia, (v) or any other drought-resistant species approved by the ACC. Any landscape plan for any Tract that goes beyond naturally-occurring materials must be submitted to the ACC prior to the approval of the frame inspection for the main residence or Commercial Building.

For slab on grade construction, it is recommended that perimeter irrigation be installed to provide consistently moist conditions.

(iii) Other Design Documents. Any other design documents required or requested by the ACC.

Upon receipt of all materials listed above, the ACC shall schedule a meeting to discuss and review the final plans and specifications, typically within ten (10) days but in no circumstances greater than twenty (20) days afterwards. At such time as the final plans and specifications are approved by the ACC, the ACC shall send written notice of approval and will retain the plans and specifications. If disapproved by the ACC, the plans and specifications shall be returned marked "Disapproved" and shall be returned to the Owner accompanied by a statement of the reasons for disapproval, which statement shall be signed by an ACC representative. Any modification of an approved set of plans and specifications must again be submitted to the ACC for its review and approval. The

ACC's approval or disapproval, as required herein, shall be in writing, and in no event may the ACC give verbal approval of any plans.

If the ACC fails to approve or disapprove the plans and specifications submitted in accordance with this subsection c within twenty (20) days after the date of its receipt of such plans, the plans shall be deemed disapproved. Persons submitting plans and specifications are strongly encouraged to obtain written confirmation of receipt by the ACC of such plans and specifications. In the case of a dispute about whether the ACC responded within such time period, the Owner submitting the plans shall have the burden of establishing that the ACC received the plans. The receipt of the plans by the ACC may be established by a signed certified mail receipt or by a signed delivery receipt.

The ACC shall act with good faith and due diligence in attempting to review, and either approve or disapprove all submitted plans and specifications to the extent reasonably possible within the above-described time period. The ACC has sole discretion and authority to approve and disapprove submitted plans and specifications, provided specific and valid reasons are given for disapproval, with such disapproval being subject to review by the Board of the Association upon request by the ACC or the Owner.

If the plans are deemed disapproved due to failure of the ACC to approve or disapprove within twenty (20) days the plans and specifications submitted in accordance with this subsection c, then Owner shall submit a copy of plans and specifications to the President of the Board of the Association, along with a copy of the written confirmation of receipt by the ACC of such plans and specifications previously submitted. The President of the Board of the Association shall exercise any and all influence to compel the ACC to approve or disapprove the plans and specifications within thirty (30) days following receipt of plans and specification by Owner, provided that such plans and specifications have not changed since the previous submittal to the ACC. If ACC fails to approve or disapprove the plans and specifications re-submitted to the President of the Board of the Association within thirty (30) days after the date of receipt by the President of the Board of the Association, then the plans shall be deemed approved.

d. Building Permit. Any provision of this Declaration to the contrary notwithstanding, prior to the commencement of any improvement, landscaping, renovation, addition, or alteration of the Tract and/or any residence, Out Building, Commercial Building, or improvement thereon, the Owner of such Tract shall obtain a Building Permit issued by the ACC after completion of the following:

(i) The Owner shall obtain written approval of the final design plans and specifications.

(ii) The Owner shall obtain the written approval of the ACC of the specific builder and/or any other contractor selected by the Owner pursuant to Section 2.5 (Required Approval Process for Builder and Contractor) below.

(iii) The Owner and each such builder or contractor shall execute and deliver to the ACC a written document in such recordable form as the ACC may specify, agreeing and confirming that (a) the Owner and each such builder or contractor shall be bound by and shall comply with this Declaration and any applicable Development Area Declaration, (b) all improvements shall comply with all applicable laws, rules, ordinances, statutes, covenants, conditions and restrictions regarding the use and ownership of the Development and the design and construction of residences and improvements in the Development, (c) Declarant, the Association and/or any Owner shall have the right to enforce the terms of this Declaration against the Owner and/or such builder or contractor pursuant to this Declaration, and (d) all improvements will be constructed according to the final design plans and specifications approved by the ACC.

## 2.5 Required Approval Process for Builder and Contractor.

a. Submittals. In addition to other requirements set forth herein, the Owner shall be required to provide the following documentation to the ACC for review and approval or disapproval prior to any construction of a main residence, Commercial Building, or other improvement on a Tract, or any renovation, addition or alteration to such main residence, Commercial Building, or other improvement on a Tract:

- (i) Name and ownership of the builder or contractor;
- (ii) Specific locations where the builder or contractor has built homes or other buildings in the past three (3) years in the Hill Country area;
- (iii) For construction of a main residence, price range of new homes built by the builder or contractor in the Hill Country area;
- (iv) History of the builder or contractor in the Hill Country area (length of time in business, previous building businesses, etc.);
- (v) Financial information of the builder or contractor to confirm that the builder or contractor has the financial ability to complete the contemplated construction activities; and
- (vi) Such other information as the ACC may in its sole discretion determine appropriate.

b. Contractors. The ACC shall have the responsibility and the authority to review and approve a specific builder or contractor selected by an Owner to build, improve, renovate, or alter a main residence, Commercial Building, or other improvement on the Owner's Tract. The ACC shall consider the required documentation, as well as any additional documentation and information submitted by the Owner and/or the builder or contractor or otherwise obtained by the ACC, in the review and approval and/or disapproval of the builder or contractor. The ACC shall have the responsibility and authority to approve or reject the requested builder or contractor, based on the sole

discretion of the ACC. The ACC may consider any factor in approving or rejecting the requested builder or contractor, including, without limitation: the history, experience, ownership and construction activities of the builder or contractor; the performance of the builder or contractor under other contracts; the financial ability of the builder or contractor; any current or prior violations of the builder of this Declaration, any applicable Development Area Declaration, any rules, bylaws or guidelines of the Association, or any other governing documents, laws or regulations.

Additionally, all contractors used and contracted directly by the Association to perform services in the Development must comply with and submit bids for contracting services according to the Bylaws of the Association.

c. **Previously Approved Contractors.** The ACC may, in its discretion, maintain and provide to any Owner, at its request, a list of custom homebuilders who are currently approved to build in the Development. If the proposed builder or contractor is on this list of custom builders, the requisites of this Section 2.5 (Required Approval Process for Builder and Contractor) may be met by the Owner's written notice to the ACC of the name of the builder or contractor and the ACC's subsequent written confirmation to the Owner that the builder or contractor is currently still approved to build in the Development. Declarant and ACC make no representations to any Owner as to the suitability of any active builder for its particular home or other improvements. The architects, engineers and inspectors employed by Owner, not Declarant or ACC, are responsible for compliance and construction quality. The ACC only approves plans, and its obligations are limited to approving construction according to certified plans, assuring consistent standards are maintained within the Development and promoting compliance with the restrictions and guidelines promulgated herein. Each Owner is solely responsible for the administration and satisfaction under its builder contract(s), including sub-contractors and any performance before, during or after the construction.

d. **Condition to a Building Permit; Revocation of Approval.** The Owner must obtain the ACC's written approval of any builder or contractor before the ACC will issue a Building Permit. The ACC may revoke or suspend the approval of any builder or contractor as to any particular improvement at any time prior to the commencement of significant construction activities.

2.6 **Prior to Construction Commencement.** The following action and documents must be approved and secured as provided herein prior to construction commencement of any improvement:

a. **Blanco County Permits.** All required development permits and septic system permits must be approved and issued by Blanco County before construction commencement.

b. **Inspection of Final Plan.** The ACC-reviewed plan must be reviewed and approved for compliance with all appropriate building codes, by an independent inspector selected or approved by the ACC prior to construction commencement.

c. ACC Building Permit. The ACC must issue written approval pursuant to Section 2.4 (Procedure for Approval) before construction commencement.

2.7 Independent Construction Inspections. The ACC will designate or approve an independent, third- party inspector ("Inspector") to inspect the construction or any improvement, according to the ACC rules and regulations, as the construction occurs and at certain milestones reached during construction. If the Inspector is not available at the beginning of the project, it is the responsibility of the builder to provide the name and contact information of an independent third-party inspector to provide all inspections required. The Inspector will also assure compliance with all regulations that are required by law at the time of construction whether County, Water District or other governmental regulations. The Inspector will consider compliance with other commonly accepted regulations governing the issuance of a Certificate of Occupancy for all residences or Commercial Buildings. The Inspector will review and may comment on the certified plans for the construction of all residences and Commercial Buildings including, but not limited to foundation, framing, electrical, plumbing and HVAC plans. The Owner and his builder or contractor shall be responsible for the securing and paying for such Inspector's initial plan review and for all construction inspections on a timely basis. Such Inspector shall have the authority and responsibility to stop construction if the Owner's builder or contractor does not secure the required construction inspections before the next inspection is required in the construction process. All such inspections shall be submitted to the ACC on a timely basis.

## 2.8 Certificate of Occupancy.

a. Certificate. If required by the ACC, as a part of approval of any plans for any main residence, Commercial Building, or other improvements to be used for human occupancy, this Section 2.8 (Certificate of Occupancy) shall apply. No improvement completed, or materially renovated or altered, on or after the Effective Date, may be used, occupied or reoccupied until the ACC has issued a written document approving such improvement for occupancy (a "Certificate of Occupancy"). An Owner or its builder or contractor shall provide written notice (a "Notice of Completion") to the ACC by direct delivery or certified mail promptly following the completion of the initial construction or material renovation, addition or alteration of such improvement. The Notice of Completion shall include a final inspection report issued by the Inspector covering such construction, renovation, addition or alteration.

b. Review. The ACC has the sole discretion and authority to approve and disapprove a requested Certificate of Occupancy upon written request by the Owner. The ACC will rely upon the Inspector to advise the ACC regarding the compliance and completion of all required items during construction and upon completion. The ACC may request additional information, inspections or reports from the Owner or the Inspector for its evaluation of the requested Certificate of Occupancy. The Owner shall have the responsibility to pay for all actual out of pocket costs incurred by the ACC in connection with such review and issuance or disapproval of a Certificate of Occupancy.

c. Issuance. If approved by the ACC, a Certificate of Occupancy shall be issued and signed by a representative of the ACC. If disapproved by the ACC, the Notice of Completion shall be returned marked "Disapproved" and shall be accompanied by a signed statement of the reasons for disapproval. In no event shall the ACC give verbal approval of any improvements for use or occupancy. If the ACC fails to issue a Certificate of Occupancy or disapprove the Notice of Completion within thirty (30) days after the date of the ACC's receipt of the Notice of Completion, the improvements shall be deemed disapproved and may not be used or occupied until a Certificate of Occupancy is issued by the ACC. Persons submitting a Notice of Completion are strongly encouraged to obtain written confirmation of the ACC's receipt of such Notice of Completion.

If the Notice of Completion is deemed disapproved due to failure of the ACC to either issue a Certificate of Occupancy or disapprove the Notice of Completion within thirty (30) days of submission to the ACC submitted in accordance with this Section 2.8 (Certificate of Occupancy), then Owner shall submit a copy of the Notice of Completion to the President of the Board of the Association, along with a copy of the written confirmation of receipt by the ACC of such Notice of Completion previously submitted. The President of the Board of the Association shall exercise any and all influence to compel the ACC to either issue a Certificate of Occupancy or disapprove the Notice of Completion along with a signed statement of the reasons for disapproval within thirty (30) days following receipt of the Notice of Completion by Owner. If ACC fails to either issue a Certificate of Occupancy or disapprove the Notice of Completion re-submitted to the President of the Board of the Association, then the improvements shall be deemed to be approved for occupancy, and the combination of the written confirmation of receipt by both the ACC and the President of the Board of the Association shall serve in lieu of the written Certificate of Occupancy.

In the case of a dispute about whether the ACC responded within such time period, the Owner submitting the Notice of Completion shall have the burden of establishing that the ACC and, subsequently the President of the Board of the Association, received the Notice of Completion. The ACC's receipt of the Notice of Completion may be established by a signed certified mail receipt or by a signed delivery receipt.

d. No Liability for Decisions. The members of the ACC shall have no liability for decisions made by the ACC with respect to a Certificate of Occupancy or otherwise so long as such decisions are made in good faith and are not arbitrary or capricious. Any defects, violations, errors or omissions in the design or construction of any improvements shall be the responsibility of the Owner of the Tract to which the improvements relate, and the ACC shall have no obligation to check for any compliance with county codes, state statutes or the common law; such compliance rests with the Inspector and will be included in its final report to the ACC.

e. No Waiver by Issuance. The issuance of a Certificate of Occupancy by the ACC shall not waive any requirements or violations of this Declaration. Any variances approved by the ACC in its sole discretion must be specifically set forth in writing in accordance with Section 5.7 (Variance Provision) below.

f. Fine. If an Owner violates the provisions of this Section 2.8 (Certificate of Occupancy), the Board of the Association may assess a fine for each day that an improvement is used or occupied prior to the issuance of a Certificate of Occupancy by the ACC. The initial fine shall be \$100 for each day of use or occupancy prior to issuance of a Certificate of Occupancy, subject to reasonable, uniform increases that may be approved by the Board of the Association from time to time.

2.9 Timeline for Construction of Improvements. Unless otherwise approved in writing by the ACC, construction with respect to any improvements approved by the ACC shall be commenced by the Owner thereof (including builders) within one hundred twenty (120) days after the ACC issues a Building Permit for such construction, shall be diligently pursued to final completion, and shall be completed within eighteen (18) months after such approval. If construction is not commenced or completed by the applicable date, all ACC approvals with respect thereto shall expire, and the Owner shall re-submit plans for ACC review and approval as provided herein prior to any further construction.

2.10 Standards. The ACC shall use good faith efforts to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the Development consistent with this Declaration. The ACC shall have sole discretion with respect to taste, design and all standards specified herein. One objective of the ACC is to prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures from being built in the Development. The ACC from time to time may publish and promulgate bulletins regarding architectural standards, which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this Declaration.

2.11 Liability of the ACC. The members of the ACC shall have no liability for decisions made by the ACC, and the ACC shall have no liability for its decisions so long as such decisions are made in good faith and are not arbitrary, capricious, or discriminatory. Any errors in or omissions from the plans and specifications or the site plan submitted shall be the responsibility of the Owner of the Tract to which the improvements relate, and the ACC shall have no obligation to check for errors in or omissions from any such plans or to check for such plans' compliance with the general provisions of this Declaration, county codes, state statutes or the common law, whether the same relate to Tract boundary or Building Envelope lines, building lines, easements or any other matters.

2.12 ACC Approval Not Required; Declarant's ACC Authority as to Initial Development of Lots. Declarant, or any other entity to which any member of Declarant is also a member, is not required to obtain ACC approval or otherwise comply with any provisions of this Article regarding the approval process until completion of the initial

sale of each Tract, and Declarant hereby reserves and retains full and exclusive authority of the ACC as to each Tract, until completion of the initial sale. The foregoing applies notwithstanding any other provision of this Declaration until completion of the initial sale of all Tracts within the Development. As to each Residential Tract, "completion of the initial sale" occurs upon substantial completion of the construction of a single-family residence and related improvements upon the Tract and the sale of the Tract to a person other than Declarant for use and occupancy of the Tract for a single-family dwelling. As to each Commercial Tract, "completion of the initial sale occurs upon substantial completion of the construction of a Commercial Building and related improvements upon the Tract and the sale of the Tract to a person other than Declarant for use and occupancy of the Tract for a professional, business or commercial activity.

**ARTICLE III.**  
**COVENANT FOR MAINTENANCE ASSESSMENTS**

3.1 Personal Obligation of Assessments. With respect to each Tract within the Development, each Owner by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association: (a) annual assessments or charges; (b) special assessments for community improvements (which are those improvements approved by an affirmative vote of sixty-seven (67%) percent of the votes of the Owners who are voting in person or by proxy at a meeting duly called for such purpose) and/or for repayment of funds used and/or borrowed in payment of community improvements; and (c) assessments for mowing and maintaining Tracts or removing trash as permitted herein. Such assessments shall be established and collected as hereinafter provided. All assessments, together with any applicable interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner at the time when the assessment fell due.

Declarant, and any other entity to which any member of Declarant is also a member, shall be exempt from all assessments; however, Declarant shall pay any deficiency in the operating budget, which deficiency shall be reimbursed to Declarant by the Association as funds become available.

3.2 Purpose of Assessments. The assessments levied by the Association shall be used as permitted exclusively herein to promote the recreation, health, safety and welfare of the Owners within the Development and for the improvements and maintenance of the Common Area and any other property owned by the Association. Special Assessments, as provided in Section 3.4 (Owner-Approved Special Assessments) below shall also be the only means by which any funds collected from all of the members of the Association may be expended for the purpose of pursuing any legal initiative for the direct or indirect purpose of challenging, amending, rewriting or altering in any way this Declaration.

3.3 Maximum Annual Assessment. The maximum annual assessment for 2019 (not including assessments for water and trash service and other special assessments) shall be as follows:

- a. \$450 for each Residential Tract; and
- b. \$225 for Commercial Tracts number thirty-one (31) and thirty-two (32).

Commercial Tracts number thirty-three (33) and thirty-four (34) shall be exempt from any annual assessment in any year. The annual assessment for the year of purchase shall be prorated at closing and then shall be paid annually, in advance, on or before the first day of the first month of the calendar year. From and after January 1, 2020, the maximum annual assessment may be adjusted (increased or decreased) as determined by the Board of the Association, provided that any increase shall not exceed twenty (20%) percent of the maximum assessment for the previous year unless approved by an affirmative vote of sixty-seven (67%) percent of the votes cast on the Ballots of the Owners entitled to vote who are voting in person or by proxy at a meeting duly called for such purpose and for which a Quorum is present. The Board of the Association may fix the annual assessment at such amount not in excess of the maximum as the Board of the Association determines.

3.4 Owner-Approved Special Assessments. In addition to the annual assessments authorized above, the Board of the Association may levy, in any assessment year, an Owner-approved special assessment for the purpose of defraying, in whole or in part, the cost of any new construction, reconstruction, repair or replacement of a capital improvement upon the Common Area and/or of any property or improvement owned by the Association, including fixtures and personal property related thereto, or for the accrual of any legal funds used for the purpose of pursuing any Owner-approved changes to this Declaration consistent with Section 5.3 (Amendment) herein, provided that any such Owner-approved special assessment is approved by an affirmative vote of sixty-seven (67%) percent of the votes cast on the Ballots of the Owners entitled to vote who are voting in person or by proxy at a meeting duly called for such purpose and for which a Quorum is present. Notwithstanding the foregoing, if an emergency exists such that the Board of the Association determines that the repair of a capital improvement upon the Common Area is necessary to eliminate or reduce the risk of injury to third parties and there is not enough money held by the Association to repair the capital improvement to reduce or eliminate the risk, the Board may levy a special assessment in an amount sufficient to repair the capital improvement to reduce or eliminate such risk without the affirmative vote of sixty-seven (67%) percent of the Owners entitled to vote.

Notwithstanding the foregoing, if an Owner-approved special assessment is for the purpose of defraying, in whole or in part, the cost of any new construction, reconstruction, repair or replacement of a capital improvement upon Tract number five (5) on the Plat, such special assessment shall not apply to any Owner of a Commercial Tract and such Owner shall not be required to pay any portion of the special assessment.

3.5 Notice and Quorum for any Owner Action. Written notice of any meeting of Owners called for the purpose of taking any action authorized under Sections 3.3 (Maximum Annual Assessment) and 3.4 (Owner- Approved Special Assessments) above shall be mailed (by U.S. first class mail) to all Owners not less than thirty (30) days or

more than sixty (60) days in advance of the meeting. If the required Quorum is not present at any such meeting, the meeting shall be adjourned and another meeting may be called subject to the same notice requirement. No such subsequent meeting shall be held less than thirty (30) days or more than sixty (60) days following the preceding meeting.

3.6 Rate of Assessment; Due Dates. All Tracts shall be subject to the annual assessments determined by the Board of the Association in accordance with the provisions of Sections 3.3 (Maximum Annual Assessment), 3.4 (Owner-Approved Special Assessments) and 3.6 (Rate of Assessment; Due Dates) hereof. The Board of the Association shall fix the amount of the annual assessment against each developed Tract at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be mailed (by U.S. first class mail) to every Owner subject thereto. The Association shall, upon request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Tract have been paid and the amount of any delinquencies. The Association shall not be required to obtain a request from the Owner for such certificate, but may deliver such certificate to any party who in the Association's judgment has a legitimate reason for requesting same.

3.7 Fines. The Board of the Association shall have the right to assess fines or other charges against an Owner for violations of this Declaration, the Bylaws, any rules, regulations or guidelines of the Association published by the Board and filed in the Official Public Records of Blanco County, or any other governing documents, as further described in Section 3.10 (Remedies of the Association) below. Fines may increase for each day such Owner allows the violation to continue. The Board of the Association may in its discretion waive all or part of any fine if there are hardships or unusual circumstances. Attorney's fees incurred by the Association in enforcing this Declaration, the Bylaws, any rules, regulations, or guidelines of the Association or any other governing documents may be assessed only if the Owner is provided a written notice that attorney's fees and costs will be charged to the Owner if the delinquency or violation continues after a date certain. An Owner is not liable for attorney's fees incurred by the Association relating to a matter described in Section 3.10 (b) (Duty to Provide Notice Before Enforcement Action) below if the attorney's fees are incurred before the conclusion of the hearing; or, if the Owner does not request a hearing, before the date by which the Owner must request a hearing. All attorney's fees, costs, and other amounts collected from an Owner shall be deposited into an account maintained at a financial institution in the name of the Association or its Managing Agent. Only Board members or the Association's Managing Agent or employees of its Managing Agent may be signatories on the account. On written request from the Owner, the Association shall provide copies of invoices for attorney's fees and other costs relating only to the matter for which the Association seeks reimbursement of fees and costs.

It is the Owner's responsibility to notify the Association, in writing, when the Owner believes a violation has been cured to allow the Association to reevaluate the violation and consider ceasing the accrual of any additional fines. Fines may continue to be assessed until the Association receives such notice from the Owner.

3.8 Suspension of Privileges. In addition to any rights and remedies available at law or in equity or specifically provided in this Declaration or any other governing document, in the event an Owner or his family, homebuilder, contractor, tenants, occupants or guests violates this Declaration, the Bylaws, or any rules, regulations or guidelines of the Association published by the Board and filed in the Official Public Records of Blanco County, or any applicable regulatory or governmental authority, or violates any other applicable law, regulation, rule or contractual obligation, the Board of the Association and/or the ACC, acting on behalf of the Association, may (a) suspend or condition the right of an Owner of a Residential Tract and any of his family, tenants, occupants or guests to use the facilities and amenities (including all or part of the Common Area(s) owned, operated, or managed by the Association) until such matter or violation is cured or satisfied, (b) suspend any approval for the construction, improvement, renovation, addition or alteration to a Tract or improvement, (c) record a notice of non-compliance regarding such violation (specifying the applicable Tract) in the Official Public Records of Blanco County, Texas, and/or (d) withhold any approval or consent required or permitted to be given pursuant to this Declaration until such matter or violation is cured or satisfied.

3.9 Payments and Alternative Payment Schedule. The Association may at any time without further notice require any payments due to the Association be made in cash, wired federal funds, or other certified funds. The Association hereby adopts reasonable guidelines to establish an alternative payment schedule by which an Owner may make partial payments to the Association for assessments or other amounts owed to the Association without accruing additional penalties. The Association hereby adopts the following guidelines with regard to alternative payment schedules for delinquent assessments and other amounts owed by an Owner:

a. Term. The minimum term for a payment agreement shall be three (3) months and the maximum shall be eighteen (18) months from the date of the Owner's request for a payment plan. Subject to such minimum and maximum terms, the Association shall determine the appropriate term of the payment plan in its sole discretion.

b. Form. Any and all alternative payment agreements shall be in writing and signed by the Owner and a duly authorized member of the Board of the Association.

c. Additional Monetary Expense. So long as an Owner is not in default under the terms of the payment agreement, the Owner shall not incur additional monetary expenses; however, the Owner shall be responsible for all interest accruing during the term of the payment plan as well as reasonable costs associated with administering the payment plan or interest.

d. Application of Payments: If at the time the Association receives a payment, the Owner is not in default under an alternative payment agreement, the

Association shall apply the payment to the owner's debt in the order specified in Section 3.12 (Priority and Application of Payments) below.

e. Default: If the Owner defaults under a payment plan agreement, the account may immediately be turned over to the Association's attorney for collection. The Association shall not be required to enter into an alternative payment agreement with an Owner who failed to honor the terms of a previous payment agreement during the two (2) years following the Owner's default under the previous alternative payment agreement. At the discretion of the Association, an Owner who failed to honor the terms of a previous payment agreement may be required to waive expedited foreclosure proceedings as a condition to an additional alternative payment agreement. If, at any time the Association receives a payment from an Owner who is in default of an alternative payment agreement, the Association is not required to apply the payment in the order of priority specified in Section 3.12 (Priority and Application of Payments) below.

The Association may reduce or waive some or all of the charges addressed by this policy on an *ad hoc* basis without waiving the right to charge such fees on future requests.

### 3.10 Remedies of the Association.

a. Delinquency; Creation of the Lien. Any assessments, fines, or other sum due under this Declaration, the Bylaws, or any rules, regulations, or guidelines of the Association or other governing documents not paid within thirty (30) days after the due date shall be delinquent and at the discretion of the Board of the Association, shall bear interest from the due date at the rate of the lesser of eighteen (18%) percent per annum or the highest lawful applicable rate permitted by law, and the Board of the Association may impose late fees and collection fees for any unpaid amounts due the Association, or any of the foregoing. Any such assessment, fine, or other amount due and all interest and costs of collection, including administrative costs of the Association and reasonable attorney's fees and any late fees adopted by the Board of the Association shall be secured by a lien upon the Owner's Tract to which such assessment, fine, or other costs relate, which lien (a) shall be superior to all other liens and charges against such Tract, except only for ad valorem tax liens and all sums unpaid on a bona fide mortgage lien or deed of trust lien of record and otherwise permitted hereunder, and (b) shall be coupled with a power of sale in favor of the Association entitling the Association to exercise the right of foreclosure sale and the other rights and remedies afforded under the Texas Property Code, as amended. By acceptance of a deed or other form of conveyance to a Tract, each Owner hereby grants to the Association the lien provided for herein, which shall be deemed to be an express contractual lien and shall be superior to any defense of homestead or other exemption, the lien having been created prior to the creation or attachment of any homestead right with respect to any Tract.

b. Duty to Provide Notice Before Enforcement Action. Except as excluded in Section 3.10 (c) (Hearing Before Board; Alternative Dispute Resolution) below, before the Association may suspend an Owner's right to use the Common Area, file a suit

against an Owner other than a suit to collect an Assessment or charge or foreclose under the Association's lien, charge an Owner for property damage, or levy a fine for violation of this Declaration, the Bylaws, Builder Guidelines, or any rules and regulations of the Association, the Association must give written notice to the Owner by certified mail, return receipt requested. The notice must describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the Association from the Owner and inform the Owner that the Owner is entitled to a reasonable period to cure the violation and avoid the fine or suspension (unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months), may request a hearing under Section 209.007 of the Texas Property Code on or before the thirtieth (30<sup>th</sup>) day after the date the Owner receives the notice, and may have special rights or relief related to the enforcement action under federal law, including the Service Members Civil Relief Act (50 U.S.C. app. Section 501 et seq.), if the Owner is serving on active military duty.

c. Hearing Before Board; Alternative Dispute Resolution. If the Owner is entitled to an opportunity to cure the violation, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before a committee appointed by the Board or before the Board if a committee is not appointed. If a hearing is to be held before a committee, the notice prescribed by Section 209.006 of the Texas Property Code must state the Owner has the right to appeal the committee's decision to the Board by written notice. The Association shall hold a hearing under this section not later than the thirtieth (30<sup>th</sup>) day after the date the Board receives the Owner's request for a hearing and shall notify the Owner of the date, time, and place of the hearing not later than the tenth (10<sup>th</sup>) day before the date of the hearing. The Board or the Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. The Owner or the Association may make an audio recording of the meeting. The Association may use alternative dispute resolution services. The Owner's presence is not required to hold a hearing.

Notwithstanding anything in this Declaration to the contrary, the notice and hearing provisions of this Declaration do not apply if the Association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action, but a party to the suit may file a motion to compel mediation. The notice and hearing provisions of this Declaration do not apply to a temporary suspension of a person's right to use the Common Area if the temporary suspension is the result of a violation that occurred in the Common Area and involved a significant and immediate risk of harm to others in the Development. The temporary suspension is effective until the Board makes a final determination on the suspension action after following the procedures set out in this section.

d. Limit on Foreclosures. Notwithstanding the foregoing, the Association may not foreclose an Assessment lien if the debt securing the lien consists solely of (i) fines assessed by the Association, (ii) attorney's fees incurred by the Association solely associated with fines assessed by the Association, or (iii) amounts added to the Owner's

account as an Assessment under Section 209.005(i) of the Texas Property Code (relating to fees incurred in connection with the reproduction of the Association's books and records).

e. Filing Notice of Lien. To evidence the lien, the Association may file a written notice of such lien in the Official Public Records of Blanco County, Texas, setting forth the amount of the unpaid indebtedness, the name of the Owner of the Tract covered by such lien, and a description of the Tract. Subsequent to the recording of a notice of lien as provided herein, the Association may bring an action at law against the Owner personally obligated to pay the indebtedness secured thereby, and in addition, conduct a nonjudicial foreclosure sale of the Owner's Tract under the Texas Property Code or judicially foreclose the lien against the Owner's Tract, all such remedies being cumulative. In any suit or proceeding against the Owner or the Owner's Tract, the Owners shall be required to pay and shall be liable for all costs, expenses and reasonable attorneys' fees incurred by the Association. No Owner may waive or otherwise avoid liability for the assessments, fines, or other charges provided for herein by non-use of the Common Areas or abandonment of the assessed Tract by the Owner.

3.11 Subordination of the Lien to Mortgages. The lien of the assessments, fines, and other charges provided for herein shall be subordinate to the lien of any first mortgage, subordinate mortgage for home or other improvements, or home equity mortgage, existing at any time upon the particular Tract involved. Sale or transfer of any Tract shall not affect the assessment lien, and all provisions of this Declaration shall be binding as to any Tract acquired by foreclosure, trustee's sale or otherwise after such acquisition of title and as to any breach occurring thereafter. However, the sale or transfer of any Tract pursuant to foreclosure of a mortgage permitted herein (whether by exercise of power of sale or otherwise) or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments that became due prior to such sale or transfer. No sale or transfer shall relieve such Tract from liability for any assessments thereafter becoming due or from the lien thereof, but such lien shall exist as, and constitute, a separate and distinct charge and lien on such Tract.

3.12 Priority and Application of Payments. A payment received by the Association from an Owner shall be applied to the Owner's debt in the following order of priority: (a) any delinquent Assessment; (b) any current Assessment; (c) any attorney's fees or third party collection costs incurred by the Association associated solely with Assessments or any other charge that could provide the basis for foreclosure; (d) any other attorney's fees incurred by the Association that are not subject to clause (c) above; (e) any fines assessed by the Association; and (f) any other amount owed to the Association by such Owner. The foregoing notwithstanding, if, at the time the Association receives a payment from an Owner such Owner is in default under an alternative payment schedule entered into with the Association, the Association is not required to apply the payment in the order of priority specified above, and in applying the payment, a fine assessed by the Association may not be given priority over any other amount owed to the Association. The Association may refuse to accept partial payment, i.e., less than the full amount due and payable. The Association may also refuse to accept payments to which the payer attaches

conditions or directions contrary to the foregoing order of priority or to any other policy of the Association. The Association may adopt a policy that endorsement and deposit of a payment does not constitute acceptance by the Association, and that acceptance occurs when the Association posts the payment to the Owner's account.

3.13 Third Party Collections. The Association may not hold an Owner liable for fees of a collection agent (defined below) retained by the Association unless the Association first provides written notice to the Owner by certified mail, return receipt requested, that (a) specifies each delinquent amount and the total amount of the payment required to make the account current; (b) describes the options the Owner has to avoid having the account turned over to a collection agent, including information regarding availability of an alternative payment schedule through the Association; and (c) provides a period of at least thirty (30) days for the Owner to cure the delinquency before further collection action is taken. An Owner is not liable for fees of the Association's collection agent if the obligation for payment by the Association is in any way dependent or contingent on amounts recovered, or the payment agreement between the Association and the collection agent does not require payment by the Association of all fees to a collection agent for the action undertaken by the collection agent. The agreement between the Association and a collection agent may not prohibit the Owner from contacting the Association's Board of the Association or the Association's managing agent regarding the Owner's delinquency. The Association may not sell or otherwise transfer any interest in the Association's accounts receivables for a purpose other than as collateral for a loan. In this Section 3.13 (Third Party Collections), "collection agent" means a debt collector, as defined by Section 803 of the federal Fair Debt Collection Practices Act (15 U.S.C. Section 1692a).

3.14 Prerequisites to Foreclosure. The Association may not foreclose an assessment lien by giving notice of sale under Section 51.002 of the Texas Property Code or commencing an expedited judicial foreclosure action unless the Association has (a) provided written notice of the total amount of the delinquency giving rise to the foreclosure to any other holder of a lien of record whose lien is inferior or subordinate to the Association's lien and is evidenced by a deed of trust recorded in the Official Public Records of Blanco County, Texas; and (b) provided the recipient of such notice an opportunity to cure the delinquency before the sixty-first (61<sup>st</sup>) day after the date on which the recipient receives such notice. Such notice must be sent by certified mail, return receipt requested, to the address for the lienholder shown in the applicable deed of trust.

3.15 Notice After Foreclosure Sale. After the Association conducts a foreclosure sale of an Owner's Tract, the Association must send to the Owner and to each lienholder of record, not later than the thirtieth (30<sup>th</sup>) day after the date of the foreclosure sale, a written notice stating the date and time the sale occurred and informing the Tract Owner and each lienholder of record of the right of the Tract Owner and lienholder to redeem the property. The notice must be sent by certified mail, return receipt requested, to the Tract Owner's last known mailing address, as reflected in the records of the Association, the address of each holder of a lien on the Tract subject to foreclosure evidenced by the most recent deed of trust filed of record in the Official Public Records of Blanco County,

Texas, and the address of each transferee or assignee of a deed of trust who has provided notice to the Association of such assignment or transfer. Notice provided by a transferee or assignee to the Association shall be in writing, shall contain the mailing address of the transferee or assignee, and shall be mailed by certified mail, return receipt requested, or United States mail with signature confirmation to the Association according to the mailing address of the Association pursuant to the most recent Management Certificate filed of record. If a recorded instrument does not include an address for the lienholder, the Association does not have a duty to notify the lienholder as provided by this section. For purposes of this section, the Tract Owner is deemed to have given approval for the Association to notify the lienholder. Not later than the thirtieth (30<sup>th</sup>) day after the date the Association sends the notice, the Association must record an affidavit in the Official Public Records of Blanco County, Texas, stating the date on which the notice was sent and containing a legal description of the Tract. Any person is entitled to rely conclusively on the information contained in the recorded affidavit. The notice requirements of this section also apply to the sale of an Owner's Tract by a sheriff or constable conducted as provided by a judgment obtained by the Association.

3.16 Right of Redemption After Foreclosure. The Owner of a Tract in the Development or a lienholder of record may redeem the Tract from any purchaser at a sale foreclosing the Association's assessment lien not later than the one hundred eightieth (180<sup>th</sup>) day after the date the Association mails written notice of the sale to the Owner and the lienholder under Sections 209.010 and 209.011 of the Texas Property Code. A lienholder of record may not redeem the Tract as provided herein before ninety (90) days after the date the Association mails written notice of the sale to the Tract Owner and the lienholder, and only if the Tract Owner has not previously redeemed. A person who purchases a Tract at a sale foreclosing the Association's assessment lien may not transfer ownership of the Tract to a person other than a redeeming Tract Owner during the redemption period.

3.17 Removal of Foreclosure Authority. The right to foreclose the lien on real property for unpaid amounts due to the Association may be removed by a vote of at least sixty-seven (67%) percent of the total votes allocated in the Association. Owners holding at least ten (10%) percent of all voting interests may petition the Association and require a special meeting to be called for the purpose of taking a vote for the purposes of this section. This section is required pursuant to Section 209.0093 of the Texas Property Code, and should this provision be amended or repealed in any form, this section shall be deemed to be automatically amended or repealed in accordance therewith.

3.18 Right of Declarant to Set Rate. During the Development Period, Declarant is entitled to change the annual rate of an Annual or Special Assessment as set forth in this section without the joinder, vote, or consent of any Owner and without further formality than giving notice.

**ARTICLE IV.**  
**PROPERTY OWNERS' ASSOCIATION**

4.1 General Powers and Duties of the Association. Declarant shall cause a Property Owners' Association to be formed to further the common interest of the Owners. The Association, acting through the Board or through persons to whom the Board has delegated such powers (and subject to the provisions of the Bylaws), shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interest of the Owners, to maintain, improve, and enhance the Common Areas, and to improve and enhance the attractiveness, desirability, and safety of the Development. The Association shall have the authority to act as the agent to enter into any and all contracts on behalf of the members in order to carry out the duties, powers, and obligations of the Association as set forth in this Declaration, the Bylaws, and any rules, regulations, or guidelines of the Association.

4.2 Membership. Every person or entity which is a record owner of any Tract shall be a member of the Association. The foregoing is not intended to include persons or entities which hold an interest merely as security for the performance of an obligation or those having only an interest in the mineral estate. No Owner shall have more than one membership for each Tract owned by such Owner. Memberships shall be appurtenant to and may not be separated from the ownership of the Tracts. Regardless of the number of persons who may own a Tract (such as husband and wife, or joint tenants, etc.) there shall be but one membership for each Tract. After the expiration of the Declarant Control Period, the Directors of the Association must be members of the Association. Ownership of a Tract shall be the sole qualification for membership. The voting rights of the members shall be set forth in the Bylaws of the Association. The rights and privileges of membership, including the right to vote, may be exercised by a member or the member's designated representative.

4.3 Classes of Membership. The Association shall have two (2) classes of membership as follows:

a. Class "A". Class "A" members shall be all Tract Owners with the exception of the Class "B" member.

b. Class "B". The Class "B" member shall be Declarant and any successor of Declarant who takes title for the purposes of development and sale of Tracts in the Development.

4.4 Voting. Class "A" members shall be entitled to one (1) vote for each Tract of which they are record Owner. Class "B" member shall be entitled to ten (10) votes per Tract owned. The Class "B" membership shall terminate and be converted to Class "A" on or before the one hundred twentieth (120<sup>th</sup>) day after the date seventy-five percent (75%) of the Tracts that may be made subject to this Declaration are conveyed to Class "A" members.

4.5 Appointment of the Board of Directors. During the Declarant Control Period, the Class "B" member is entitled to appoint and remove the members of the Board of the Association and the officers of the Association. Notwithstanding, at least one-third (1/3) of the members of the Board shall be elected by the Owners other than the Declarant not later than the tenth (10<sup>th</sup>) anniversary after the Declaration was recorded in the Official Public Records of Blanco County, Texas.

4.6 Bylaws. The Association shall adopt Bylaws to govern the organization or operation of the Development and the use and enjoyment of the Tracts and Common Area, provided that the same are not in conflict with the terms and provisions of this Declaration.

4.7 Association Books and Records. Upon written request by an Owner or an Owner's authorized representative, including an Owner's agent, attorney or certified public accountant, the Association shall make the books and records of the Association reasonably available for examination by such Owner or such Owner's authorized representative, pursuant to the Association's records production policy.

4.8 Duty to Insure. The Association shall obtain general liability insurance and such other insurance as may be required by law, and as the Association shall deem necessary or desirable.

4.9 Duty to Levy and Collect the Annual Assessment. The Association shall levy, collect, and enforce the annual assessment and other charges and assessments as elsewhere provided in this Declaration.

4.10 Duties with Respect to Architectural Approvals. The Association shall perform functions to assist the ACC as elsewhere provided in this Declaration.

4.11 Duty to Prepare and Record Management Certificates. The Association shall record in the Official Public Records of Blanco County, Texas, a Management Certificate, signed by an officer of the Association, or the Managing Agent stating the name of the Development, the name of the Association, the recording data of the Development, the recording data of this Declaration, the name and mailing address of the Association, the name and mailing address of the Association's Managing Agent or designated representative, and other information the Association considers appropriate. The Association shall record an amended Management Certificate not later than the thirtieth (30<sup>th</sup>) day after the Association has a change in any information required herein. The Association, and its officers, Directors, employees, and agents are not subject to liability to any person for a delay in recording, or a failure to record the Management Certificate, unless the delay or failure is caused by gross negligence.

4.12 Power to Adopt Rules and Regulations. The Association may adopt, amend, repeal and enforce rules and regulations, and levy fines, as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration, the

operation of the Association, the use and enjoyment of the Owners, and the use of any other property, facilities or improvements owned or operated by the Association.

**ARTICLE V.**  
**GENERAL PROVISIONS**

5.1 Enforcement. All restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration shall run with the land. The Association, the ACC, Declarant, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by Declarant, the Association, any Owner, or any other party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

All rights and authority granted to Declarant hereunder shall continue until the termination of the Development Period, as set forth in Section 1.15 (Development Period) above. On such date, all rights and authority granted to Declarant hereunder shall vest in, and thereafter be exercised by, the Association, except for rights and authority which by their terms cease to exist hereunder on or prior to such date. Declarant may assign any or all of its rights and authority as Declarant hereunder to any person or entity until the termination of the Development Period by written assignment duly recorded in the Official Public Records of Blanco County, Texas, a copy of which shall be delivered to the Board of the Association. Conveyance by Declarant of a property interest alone shall not constitute an assignment of Declarant's rights and authority as Declarant hereunder.

5.2 Traffic Rules. All persons must obey all traffic signs, all posted speed limits, and all other rules promulgated by the Association throughout the Development. Unless otherwise posted, the speed limit on all roads in the Development is fifteen (15) miles per hour.

5.3 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of fifty (50) years from the Effective Date of this Declaration, after which time they shall be automatically extended for successive periods of twenty (20) years. This Declaration shall be subject to amendment as follows:

a. By Declarant. Declarant, during the Development Period, reserves the sole and exclusive right, without joinder or consent of any Owner, to (i) amend, restate, modify or repeal, this Declaration, the Bylaws, and any rules, regulations, or guidelines of the Association; (ii) amend, revise, modify, or vacate any Plat; and (iii) annex and subject any other property to the scheme of this Declaration, provided that any annexation is not inconsistent with the scheme of the Development. This Declaration, the Bylaws, or any rules, regulations, or guidelines of the Association may not be amended during the period of time between which Declarant loses the majority of voting rights and the time a new Board of Directors of the Association, consisting of Owner members, assumes office.

b. By Owners. This Declaration may be amended or restated by the written agreement or by signed Ballots voting for such of not less than sixty-seven (67%) percent of all of the Owners in the Development. Such amendment must be approved by said Owners within three hundred sixty-five (365) days of the date the first Owner executes such amendment. Otherwise, such amendment shall fail. If the amendment is adopted, it shall bind and affect the respective Tracts whose Owners shall approve such amendment from the time after the date such amendment is approved by each Owner. The date an Owner's signature is acknowledged shall constitute *prima facie* evidence of the date of execution and adoption of said amendment by such Owner. Those members entitled to cast not less than sixty-seven (67%) percent of all of the votes of the Association may also vote to amend this Declaration, in person, or by proxy, at a meeting of the members duly called for such purpose, written notice of which shall be given to all Owners at least ten (10) days and not more than sixty (60) days in advance and shall set forth the purpose of such meeting. Any such amendment shall become effective when an instrument is filed for record in the Official Public Records of Blanco County, Texas, accompanied by a certificate, signed by a majority of the Board, stating that the required number of members voted in favor of the instrument amending this Declaration or cast a written vote, in person or by proxy, in favor of said amendment at the meeting called for such purpose.

c. By the Association. The Board of the Association has the right in its sole judgment, from time to time, and at any time, to amend this Declaration without joinder of any Owner for the following purposes:

(i) to resolve or clarify any ambiguity or conflicts herein, or to correct any inadvertent misstatements, errors, or omissions herein; or (ii) to conform this Declaration to the requirements of any lending institution; provided, the Board has no obligation whatsoever to amend this Declaration in accordance with any such lending institution requirements, and the Board may not so amend this Declaration if, in the sole opinion of the Board, any substantive and substantial rights of Owners would be adversely affected thereby; or

(ii) to conform this Declaration to the requirements of any governmental agency, including the Federal Home Loan Mortgage Corporation, Federal National Mortgage Agency, Veterans Administration, or Federal Housing Administration, and in this respect, the Board shall so amend this Declaration to the extent required by law upon receipt of written notice of such requirements and request for compliance; or

(iii) to amend the rules and regulations of the Association, if the Board deems appropriate to comply with the scheme of the Declaration and the Development; and

(iv) to amend the alternative payment schedule for certain assessments, open records policy, records retention policy, and/or other policies to comply with the Texas Property Code.

5.4 Gender and Number. Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

5.5 Headings. The section headings herein are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such sections.

5.6 Severability. The invalidity, violation, abandonment, waiver of, or failure to enforce any one or more of any part or provision of this document shall in no way affect or impair the remaining provisions or parts thereof which shall remain in full force and effect.

5.7 Variance Provision. Except as expressly otherwise provided herein, Declarant or the ACC shall have the right, but not the obligation, in its discretion to review and approve or disapprove variances with respect to any requirements of this Declaration requiring approval by the ACC, based on detailed documentation as specified by and provided to Declarant or the ACC.

5.8 Final Plat and Notes, Other Authorities. Each Owner is obligated to read, understand and strictly follow the notes and provisions of each Final Plat. If other authorities, such as the county or state, impose more demanding, expensive or restrictive requirements than those set forth herein, the requirements of such authorities shall be complied with. Other authorities' imposition of lesser requirements than those set forth herein shall not supersede or diminish the requirements herein.

5.9 Addresses. Any notices or correspondence by the ACC or the Association to an Owner of a Tract shall be addressed to the street address of the Tract or to such other address as the ACC or Association and such Owner shall specify. Any notice or plan submission to the ACC shall be addressed to 3001 South Highway 281, Marble Falls, Texas 78654. Any notice to the Association shall be addressed to the address of the Association as it is recorded in the Official Public Records of Blanco County, or by email to the Association as listed on the website for the Association or community. The ACC or Association may change its address for notice and plan submission by recording in the Official Public Records of Blanco County a notice of change of address.

5.10 No Representations or Warranties. No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by the Association or its agents or employees in connection with any portion of the Development, or any improvement thereon, its or their physical condition, compliance with applicable laws, fitness for intended use, or in connection with the sale, operation, maintenance, cost of maintenance, taxes, or regulation thereof, unless and except as specifically shall be set forth in writing.

5.11 Conflicts between Bylaws and Declaration. Conflicts between the Bylaws of the Association and this Declaration shall be controlled by this Declaration.

5.12 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose and intent of this Declaration.

5.13 Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners and the Association, and respective heirs, legal representatives, executors, administrators, successors and assigns.

5.14 Effect of Violations on Mortgages. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgagee under any such mortgage, the holder of any such lien or beneficiary of any such deed of trust; and any such mortgage, lien or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

5.15 Governing Law. This Declaration shall be construed and governed under the laws of the State of Texas.

5.16 Delivery Of Development Information To Owner. Not later than the tenth (10th) business day after the date a written request for Development information is received from an Owner or the Owner's agent, a purchaser of a Tract or Tracts in the Development or the purchaser's agent, or a title insurance company or its agent acting on behalf of the Owner or purchaser, and the evidence of the requestor's authority to order a resale certificate is received and verified, the Association shall deliver to the Owner or the Owner's agent, the purchaser or the purchaser's agent, or the title insurance company or its agent: (i) a current copy of the Declaration, (ii) a current copy of the Bylaws and rules and regulations of the Association, and (iii) a resale certificate prepared not earlier than the sixtieth (60<sup>th</sup>) day before the date of delivery that complies with Texas Property Code § 207.003. For a request from a purchaser of property in the Development or the purchaser's agent, the Association may require the purchaser or purchaser's agent to provide to the Association, before the Association begins the process of preparing or delivers the items listed, reasonable evidence that the purchaser has a contractual or other right to acquire property in the Development. A resale certificate must contain: (i) a statement of any right of first refusal, other than a right of first refusal that is prohibited by statute, and any other restraint contained in this Declaration, the Bylaws, or any rules, regulations, or guidelines of the Association that restricts the Owner's right to transfer the Owner's Tract, (ii) the frequency and amount of any maintenance charges or Annual Assessments, (iii) the amount and purpose of any Special Assessment that has been approved before and is due after the resale certificate is delivered, (iv) the total of all amounts due and unpaid to the Association that are attributable to the Owner's Tract, (v) capital expenditures, if any, approved by the Association for the current fiscal year, (vi) the amount of reserves, if any, for capital expenditures, (vii) the Association's current operating budget and balance sheet, (viii) the total of any unsatisfied judgments against

the Association, (ix) the style and cause number of any pending lawsuit in which the Association is a party, other than a lawsuit relating to unpaid ad valorem taxes of an individual member of the Association, (x) a copy of a certificate of insurance showing the Association's property and liability insurance relating to the Common Areas and common facilities, (xi) a description of any conditions on the Owner's Tract that the Board has actual knowledge are in violation of the Declaration or Bylaws or rules and regulations, (xii) a summary or copy of notices received by the Association from any governmental authority regarding health or housing code violations existing on the preparation date of the resale certificate relating to the Owner's Tract or any Common Areas, (xiii) the amount of any administrative or transfer fee charged by the Association or its managing agent for a change of ownership of Tracts in the Development, (xiv) the name, mailing address, and telephone number of the Association's managing agent, (xv) a statement indicating whether the restrictions allow foreclosure of the Association's lien on the Owner's Tract for failure to pay assessments, and (xvi) a statement of all fees associated with the transfer of ownership, including a description of each fee, to whom each fee is paid, and the amount of each fee. The Association may charge a reasonable fee to assemble, copy, and deliver the information required by this section and may charge a reasonable fee to prepare and deliver an update of a resale certificate. The Association may require payment before beginning the process of providing a resale certificate but may not process a payment until the resale certificate is available for delivery. The Association may not charge a fee if the resale certificate is not provided in the time prescribed. The Association shall deliver the information required to the person specified in the written request. A written request that does not specify the name and location to which the information is to be sent is not effective. The Association may deliver the information required and any update to the resale certificate by mail, hand delivery, or alternative delivery means specified in the written request. Neither the Association nor its managing agent is required to inspect a Tract before issuing a resale certificate or an update. Not later than the seventh (7th) business day after the date a written request for an update of a resale certificate is received from an Owner, Owner's agent, or title insurance company, the Association shall deliver to the Owner, Owner's agent, or title insurance company or its agent an updated resale certificate that contains the following information: if a right of first refusal or other restraint on sale is contained in this Declaration, the Bylaws, or any rules, regulations, or guidelines of the Association, a statement of whether the Association waives the restraint on sale; the status of any unpaid Annual or Special Assessments, maintenance charges, dues, or other payments attributable to the Owner's Tract(s); and any changes to the information provided in the resale certificate issued previously. Requests for an updated resale certificate must be made within one hundred eighty (180) days of the date the original resale certificate was issued. The updated request may be made only by the party requesting the original resale certificate.

5.17 Online Development Information Required. The Association shall make this Declaration, any Development Area Declaration, the Bylaws, any rules, regulations, or guidelines of the Association, and any other governing documents relating to the Development and filed in the Official Public Records of Blanco County, Texas, available on its website if the Association has, or its managing agent on behalf of the Association maintains, a publicly accessible website.

SIGNED this 12<sup>th</sup> day of November, 2019, to be effective as of the date this Declaration is filed for record in the Official Public Records of Blanco County, Texas (the "Effective Date").

**DECLARANT:**

**281 Round Mountain, LLC,  
a Texas limited liability company**

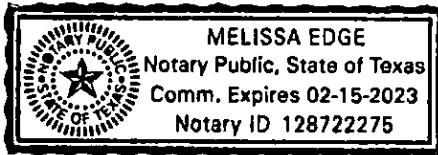
By: *Grant Dean, Manager*  
Grant Dean, Manager

THE STATE OF TEXAS           §  
  §  
COUNTY OF BURNET           §

**ACKNOWLEDGMENT**

This instrument was acknowledged before me on this 12<sup>th</sup> day of November, 2019, by Grant Dean, Manager of 281 Round Mountain, LLC, a Texas Limited Liability company, on behalf of said company.

By: *M. Edge*  
Notary Public, State of Texas



STATE OF TEXAS  
COUNTY OF BLANCO  
I hereby certify that this instrument was FILED in File Number Sequence on the date and the time stamped hereon by me and was duly RECORDED in Official Public records of Blanco County, Texas on

**NOV 13 2019**



*Aruna Walla*  
COUNTY CLERK  
BLANCO COUNTY, TEXAS

193896

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR THE RESIDENTIAL DIVISION OF  
TRINITY OAKS PRESERVE AT ROUND MOUNTAIN**

Filed this 13 day of Nov 2019  
3:16 p.m.

LAURA WALLA  
County Clerk, Blanco County, Texas

By Shelby K. Maloy Deputy

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respective successors, grantees and assigns, whether set out in full or incorporated by reference in any deed or other instrument of conveyance. This Declaration of Covenants, Conditions and Restrictions for the Residential Division of Trinity Oaks Preserve at Round Mountain is to be effective as of and from and after the date this document is filed for record in the Official Public Records of Blanco County, Texas (the "Effective Date" hereof).

**ARTICLE I.**  
**DEFINITIONS**

1.1 "ACC" shall mean the Architectural Control Committee appointed by the Declarant during the Development Period and the Board of the Association thereafter, to approve or disapprove improvements to be constructed on a Tract pursuant to the Master Declaration (as hereinafter defined).

1.2 "Association" shall mean and refer to any property owners' association provided for in the Master Declaration, its successors and assigns.

1.3 "Ballot" means an official solicitation e-mailed to all of the Owners at the direction of the President of the Board at least thirty (30) days prior to the date upon which the applicable vote is to be taken providing the voting options available to each Owner as it regards each individual resolution. Each Ballot shall also provide an option by which the Owner may assign their right to vote to a designated proxy entitling them to cast the Owner's vote at the sole discretion of the person to whom the Owner's proxy has been assigned.

1.4 "Board" or "Board of the Association" refers to the governing body of the Association.

1.5 "Building Envelope" shall mean the area containing the main residence and all structures on a Tract as approved by the ACC. The Building Envelope on any Tract may be any size, subject to the approval of the ACC.

1.6 "Bylaws" shall mean the duly adopted bylaws of the Association as the same may be amended from time to time.

1.7 "Commercial Common Area" shall mean all portions of tracts thirty-one (31) through thirty-four (34), as shown on the Plat (as defined hereinafter), and improvements constructed thereon, owned by the Association for the mutual benefit of the Owners of the Subdivision and/or the owners of tracts thirty-one (31) through thirty-four (34). Common Area shall also include any land and/or improvements conveyed, leased, dedicated or assigned by Declarant, or by a third party with the Association's consent, to the Association for maintenance and operation, including but not limited to private roads, streets, easements, parkways, walkways, trees, plants, vegetation, fences, ponds, drainage, irrigation, lighting, mailboxes, and signage within the property and any entrance and/or landscaping for the main entrance to the property.

1.8 "Common Area" shall mean all portions of this residential Subdivision and improvements constructed thereon owned by the Association for the benefit of and for the common use and enjoyment of the Owners. Common Area shall also include any land and/or improvements conveyed, leased, dedicated or assigned by Declarant, or by a third party with the Association's consent, to the Association for maintenance and operation, including but not limited to private roads, streets, easements, parkways, walkways, trees, plants, vegetation, parks, trails, paths, fences, and ponds within the Subdivision and any entrance and/or landscaping for the main entrance to the Subdivision.

1.9 "Declarant" shall mean and refer to 281 ROUND MOUNTAIN, LLC and its successors or assigns (whether immediate or remote), as successor Owner of all or a portion of the Tracts in an undeveloped state, but shall not include any purchaser of one or more developed Tracts. For the purposes of this Declaration, "developed Tract" shall mean any parcel of land subdivided out of the Subdivision and not owned by Declarant.

1.10 "Development" shall mean and refer to the real property encumbered by the Master Declaration (as hereinafter defined) as of the Effective Date of that Declaration, and (b) such additions thereto as may hereafter be brought within the jurisdiction of that Declaration as permitted therein.

1.11 "Development Period" means the period commencing on the Effective Date of the Master Declaration and continuing until the earlier to occur of: (i) the date on which Declarant no longer owns any portion of the Development, or (ii) the date on which Declarant files a notice of the termination of the Development Period in the Official Public Records of Blanco County, Texas. During the Development Period, Declarant reserves the right to (a) facilitate the development, construction and marketing of the Development, (b) direct the size, shape, and composition of the Development, and (c) exercise the rights and privileges of the Declarant pursuant to the Master Declaration and this or any other Development Area Declaration.

1.12 "Main Roads" shall mean Morning Dew Drive, Mr. Charlie Lane, and Lilly Lane, as shown on the Plat.

1.13 "Master Declaration" shall mean that certain Master Declaration of Covenants, Conditions, and Restrictions of Trinity Oaks Preserve at Round Mountain recorded in the Official Public Records of Blanco County, Texas, as the same may be amended from time to time.

1.14 "Out Buildings" shall mean any structures on a Tract other than a single-family residential dwelling, including but not limited to sheds, barns, barndominiums, storage buildings and detached guest houses.

1.15 "Owner" or "Owners" shall mean and refer to the record owner(s), whether one or more persons or entities, of a fee simple title to any Tract out of the Subdivision, but excluding those having such interest merely as security for the performance of an obligation.

1.16 "Plat" shall mean the plat of the Development recorded at Volume 3, Pages 260-267 in the Official Public Records of Blanco County, Texas.

1.17 "Subdivision" shall mean and refer to: (a) the real property encumbered by the Declaration as of the Effective Date of this Declaration, and (b) such additions thereto as may hereafter be brought within the jurisdiction of this Declaration as permitted herein.

1.19 "Tract" shall mean and refer to any parcel or plat of land out of the Subdivision and/or shown upon the Plat but excluding tract five (5) on the Plat and any and all other Common Area.

**ARTICLE II.**  
**USE RESTRICTIONS AND ARCHITECTURAL CONTROLS**

2.1 Permitted Uses. Each Tract shall only be used primarily for single-family residential purposes and secondarily for agricultural use as permitted hereafter.

2.2 Restrictions on Residences and Improvements. All residences and improvements shall comply with the following requirements:

a. Theme and Guidelines. All improvements shall be constructed in a manner consistent with a Texas Hill Country architectural theme, and shall comply with all architectural guidelines established by the ACC.

b. Main Residence. The main residence on each Tract shall be a single-family residential dwelling not to exceed two and half (2-1/2) stories and thirty-five (35) feet in height (measured from the front entry floor elevation to the top of the roof) and shall include a private garage for at least two (2) automobiles and not more than five (5) total vehicles. No garage shall be converted to living space or used in any manner so as to preclude the parking of automobiles therein, except for temporary usage as approved by Declarant or the ACC.

c. Engineered Foundations. In consideration of possible sub-surface conditions, the main residence on each Tract and any Out Buildings constructed on a Tract shall have stamped, engineered foundations included with site plans and initial drawings submitted for approval.

d. Garages. Each garage constructed on a Tract shall be consistent with the architectural theme of the main structure. An attached garage shall be located a minimum of ten (10) feet behind the front building elevation line. A detached garage must be located thirty (30) feet behind the front building elevation line. Single garage doors are recommended for multi-car garage entry, with a masonry column constructed between the single garage doors, but double doors may be approved by the ACC. Garage construction should be oriented such that doors shall not face directly onto any Main Road of the Subdivision, unless approved by the ACC due to unique topography of the

Tract and/or Building Envelope. Additional consideration shall be given by the ACC for Tracts situated on the intersection of two of the Main Roads.

e. Out Buildings. All Out Buildings must be specifically approved by the ACC. Out Buildings (including guest houses or caretakers' quarters as permitted herein) constructed on a Tract shall not exceed the main residence in height and shall not exceed five thousand (5,000) square feet. Out Buildings may be permanently occupied only by a member of the family occupying the main residence on the Tract, employees, and/or domestic servants employed on the Tract. A barn may include a living area (a "barndominium"). All Out Buildings must be set behind the main dwelling. "Behind the main dwelling" means that the front of the Out Buildings must be behind the furthest point of the back of the main dwelling as measured from the nearest Main Road. Out Buildings shall be consistent with the architectural theme of the main residence and built of the same material as the main residence including, but not limited to, the siding, roof, windows, window frames, doors, shutters, etc.

f. Recreational Vehicles; Trailers. Recreational vehicles, such as motor homes or similar recreational vehicles, and trailers for use as a primary residence (temporary or otherwise) are strictly prohibited.

g. Residential Trailers; Etc. Residential trailers, mobile homes, manufactured, and/or modular homes, and tents of any type are strictly prohibited except as follows:

(i) In the event of a fire or an act of nature which causes the main residence to be unlivable, the ACC in its sole discretion may allow a temporary structure to be placed on a Tract to provide living quarters while the main residence is being rebuilt for a period and in a location to be specified by the ACC and specifically approved by the Board of the Association; and

(ii) For use for a community event so designated by Declarant or the Association for a period not to exceed seven (7) days and specifically approved by the Board of the Association.

All of the above exceptions are subject to approval and control by the ACC except where otherwise noted.

h. Carports. Carports are prohibited; however, porte cocheres may be used in combination with detached garages if consistent with theme of the main structure and similar materials are used in its construction.

2.3 Special Restrictions for Elevations and Floor Plans. Any main residence built on a Tract shall meet the following requirements:

a. No main residence front elevation shall be exactly duplicated on any main residence built on another Tract unless approved by the ACC.

b. No floor plan of a main residence on a Tract shall be repeated on a main residence built on another Tract on the same street unless materially modified and/or approved by the ACC.

2.4 Exterior Materials. The exterior materials of the main residential structure and any garage, guest houses, and servants' quarters shall be constructed of brick or stone masonry, stucco, log, hardiplank, cedar, or other natural wood siding. A minimum of fifty (50%) percent of the exterior surface, excluding windows, of the main residence and all Out Buildings shall be native or Texas stone, such minimum being reduced to twenty-five (25%) percent for all Out Buildings. Stone will be defined for purposes herein as naturally occurring and shall not consist of any manufactured materials such as pressed, faux stone or cinder block. The colors of all exterior surfaces shall blend naturally with the native landscape and shall be subject to the approval of the ACC.

2.5 Roofing Materials. The roof of all buildings (including any garage or servants' quarters) shall be metal roof or constructed or covered with a material acceptable to and approved by the ACC. Composition or other shingles shall not be permitted. All roofs on any residence constructed on a Tract shall have no less than a 4'/12' roof slope, unless a unique modern architectural style calling for an alternative roof pitch is approved by the ACC. Any variance from the minimum roof slope requirement dictated by site-specific characteristics (regardless of architectural style) is subject to the approval of the ACC, in its sole discretion. No roof shall be installed with a bright red or otherwise visually offensive color.

2.6 Gutter System. The ACC recommends installing a gutter system that is compatible with any future Rain Water Harvesting System as described in Section 2.28(b) (Rain Water Harvesting).

2.7 Solar Energy Device Restrictions.

a. "Solar Energy Device." As used in this Declaration, "solar energy device" has the meaning assigned by Section 171.107 of the Texas Tax Code, which defines the term as "a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar generated power." The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

b. Permitted and Not Permitted Solar Energy Devices. A solar energy device is not permitted anywhere on a Tract except on the roof of the residence or an Out Building, or in a fenced yard or patio within the Tract. A solar energy device (i) may not extend higher than or beyond the roofline of such structure, (ii) must conform to the slope of the roof and have a top edge that is parallel to the roofline, and (iii) shall not have frames, support brackets and visible piping or wiring that are not a silver, black or bronze tone commonly available in the marketplace. If a solar energy device is mounted on the

roof of the residence or an Out Building, it must be in a location designated by the ACC unless an alternate location designated by the Owner increases the estimated annual energy production of the device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten (10%) percent above the energy production of the device if located in an area designated by the ACC. A solar energy device located in a fenced yard or patio shall not be taller than or extend above the fence enclosing the yard or patio. A solar energy device shall not be installed on a Tract in a manner that voids material warranties.

c. **Approval of Solar Energy Devices.** The ACC encourages environmental sensitivity and the installation of solar energy devices, subject to prior approval of the ACC in accordance with the approval process set out in Article II (ACC Review) of the Master Declaration. The ACC may withhold approval for the installation of a solar energy device if it determines in writing that the placement of the solar energy device, as proposed by the Owner, constitutes a condition that substantially interferes with the use and enjoyment of the Subdivision by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. Additionally, no solar energy device may threaten the public health or safety or violate applicable law. A solar energy device may not be installed in the Common Areas except if approved by the Board.

d. **Declarant Disapproval.** During the Development Period, the Declarant may withhold approval of the installation of a solar energy device in its sole discretion.

2.8 **Minimum Square Footage Within Improvements; Use of Temporary Structures.** The living area of the main residence (exclusive of Out Buildings, detached guest houses, porches, garages and caretakers' quarters) shall have not less than two thousand (2,000) square feet of climate-controlled area. Except as provided in Section 2.2 (Restrictions on Residences and Improvements) above, no structures of a temporary character, mobile home, manufactured home, trailer, tent, shack, garage, barn or other Out Buildings shall be built before the main residence or used on any Tract at any time as a primary residence. Except as provided in Section 2.2(g)(i), the ACC shall NOT be allowed to provide any variance to this requirement.

2.9 **Maximum Number of Structures, Square Footage.** Construction on any Tract shall be confined to the Building Envelope and within the building setbacks provided elsewhere in this Declaration, except with respect to contiguous Tracts in which the shared property line and utility easement has been removed so that the setbacks shall apply only to the perimeter of the combined Tracts, and also subject to the approval of the ACC within the guidelines specifically provided in this Declaration. The configuration of all structures is subject to the approval of the ACC. The total gross square footage of all vertical structures (including without limitation houses, barns, barndominiums, Out Buildings, and covered areas, but excluding fences, walls, and hedges) on a Tract may not exceed fifteen (15%) percent of the total area of the Tract unless approved by the ACC.

2.10 Location of the Improvements Upon the Tract.

a. No building or other improvements shall be located on any Tract nearer than: (i) fifty (50) feet to the Main Roads, unless otherwise approved by the ACC, (ii) twenty-five (25) feet to the side Tract line, (iii) or twenty-five (25) feet to the rear Tract line, unless otherwise approved by the ACC.

b. No circular drive areas or fencing shall be located on any Tract nearer than thirty (30) feet to the Main Roads. The location of any circular drive or fencing on the front of any Tract shall be subject to the approval by the ACC.

c. Considerations for approval by the ACC for a deviation from these distances may only include the topography of the Tract and existing Trophy Trees [as defined in Section 2.36 (Destruction of Plants, Disturbance of Natural Habitat) below] thereon and be a requirement necessitated by the size of the Building Envelope.

d. The ACC may, in its sole discretion, further define a specific Building Envelope after taking into consideration the view corridors of nearby Tracts.

2.11 Combined Building Site. Any Owner of one or more adjoining Tracts may consolidate such Tracts into one single-family residence building site and may place or construct improvements on such combined building site, in which case setback lines shall be measured from the resulting combined Tract lines rather than from the individual singular Tract lines. The location of the combined Tract setback lines shall be subject to the approval of the ACC. The Owner of a combined building site shall continue to pay assessments and charges on and with respect to each Tract included therein. The Owner shall be responsible for re-platting such adjoining Tracts.

2.12 Easements for Utilities, Drainage, and Sanitary Control. Easements for installation and maintenance of utilities, drainage facilities, and sanitary control are reserved by Declarant as shown on the Plat, and no structure of any kind shall be erected upon any of said easements. In addition to the easements shown on the Plat, Declarant reserves easements for installation and maintenance of utilities and drainage facilities along the exterior boundaries of the Subdivision, the common boundary lines of the Tracts, the Main Roads, and all private streets and roads surrounding or going through the Subdivision. All such easements shall include an easement over and through each Tract as reasonably necessary in connection with installation and maintenance activities, and are reserved in favor of Declarant and the Association.

It is expressly agreed and understood that the title conveyed to any of the Tracts by deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, electric lighting, electric power, or telephone purposes, and other easements hereafter granted affecting the Tracts. The Owners or the respective Tracts shall not be deemed to own pipes, wires, conduits, or other service lines running through their Tracts which are utilized for or service to other Tracts, but each Owner shall have an easement

over and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his Tract.

2.13 Easements for Privacy Fence. Declarant also reserves a permanent easement in favor of Declarant and the Association as reasonably necessary for the installation and maintenance of a privacy fence along the western boundary of the Subdivision, along Tracts ten (10), eleven (11), twelve (12), and thirteen (13) on the Plat, and an easement over and through each Tract as reasonably necessary in connection with such installation and maintenance. The installation of any such fence shall be at the sole discretion of Declarant or the Association, and any such fence shall be owned by the Association.

2.14 Animals. Animals kept or maintained by an Owner shall be limited as follows:

a. Laying Hens. Raising of laying hens shall be permitted; however, commercial poultry operations are strictly prohibited. No more than fifteen (15) hens kept in a coop that is not visible from any Main Roads or adjacent lots per Tract owned may be kept by any Owner, provided that they are not kept, bred or maintained for any commercial purpose. Poultry known to be vocal (such as roosters, guinea fowl, peacocks, ducks or geese) shall not be allowed due to concern for noise pollution. No such pets or animals may be kept if they become a nuisance by virtue of their numbers, sight, odor or noise. If a question arises as to whether any animal (individually or considered together) is a nuisance, the Board of the Association shall make the determination and its determination shall be final and binding on all parties.

b. Dogs, cats or other household pets not to exceed a total of five (5) in number (exclusive of unweaned offspring) may be kept on any Tract so long as they are not kept, bred or maintained for any commercial purpose. All dogs must remain in positive control of the Owner or guest while the dog is outdoors on Owner's Tract. Dogs will not be allowed to roam or molest game animals or roam onto other Tracts not owned by the Owner. If, in the sole discretion of the Declarant or the Board of the Association, a dog is declared a nuisance because of two (2) infractions of these rules, the Owner will be required to keep the dog on a leash or otherwise restricted so that roaming or molestation cannot occur.

c. FFA, 4-H, or Club/Civic Projects. An FFA, 4-H, or club/civic project may be allowed by the ACC upon written request and approved by the Board of the Association. The documented FFA, 4-H, or club/civic project member of each Owner's family is allowed to have up to the greater of three (3) animals or the number of animals required by the club or association for purposes of the club or association project. Such project shall be limited to rabbits, lambs, goats, or sheep. Cattle, horses, pigs, and any other animal not expressly allowed hereinabove shall be prohibited. The ACC may in its sole discretion deny the request for any reason (i.e., number of animals, type of animal, etc.).

d. Pens; Corrals; Animal Enclosures. All animals (including household pets) and poultry belonging to an Owner shall be kept within such Owner's Tract(s) by pen(s),

fence, chicken coop, leash, or other appropriate device, and shall not be allowed outside such Owner's Tract(s). Any pens, corrals, chicken coops, structures, or enclosure of any kind, or any other areas where animals of any kind are kept, shall be subject to the approval of the ACC, must be constructed of new material, must be attractive in appearance, and at all times must be kept neat and clean in appearance, consistent with the requirements herein specified for other improvements (including Section 2.17 (Wall, Fence, and Hedge) below), and reasonably free from odors and shall be periodically sprayed or otherwise treated to restrict and minimize flies and other insects so as not to become a nuisance to the Owners. The pens and other areas may not be visible from the roadways or adjacent Tracts. Screening which is approved by the ACC may be used for any pens and lots. All such improvements must be located behind the main residence and all building setback lines.

2.15 Commercial Activity. Commercial activity, whether or not for profit, and any other activity open to the public, is prohibited. Similarly, commercial use that involves, directly or indirectly, the storage, warehousing and/or distribution of goods or services is prohibited. See also Section 2.38 (Mineral Extraction) below.

2.16 Electric Service. Each Owner shall be required to install, at such Owner's sole cost and expense, underground electrical service from the electrical distribution line serving the Subdivision to such Owner's main residence and improvements. All installation must meet all applicable county, state and federal building code requirements.

2.17 Wall, Fence, and Hedge. As part of the common scheme and plan as shown on the Plat, an Owner is not required to fence such Owner's Tract. Any fence, wall, or hedge to be constructed on a Tract shall be subject to approval by the ACC prior to commencing construction. Any fence, wall or hedge erected on a Tract by Declarant, including the existing exterior perimeter fencing, shall convey with title to the Tract, and thereafter the Owner of such Tract shall maintain such fence, wall or hedge. The privacy fence as described in Section 2.13 (Easements for Privacy Fence) shall be an exception to the foregoing. Hurricane-type or chain-link fences are strictly prohibited, and no variance for same will be granted; provided, subject to approval (and conditions as specified) by the ACC, game proof and/or protective fencing may be allowed around garden and play areas and individual plants. An Owner may construct a security (privacy) gate as an integral part of a fence erected along Main Road frontage of the Owner's Tract which shall be consistent with the community's architectural theme and shall be composed of building materials consisting of native or Texas stone, cedar, logs, other hard woods and/or steel pipe. The ACC shall be informed as to the composition and architecture of the proposed fence and gate prior to construction but shall not oppose any reasonable plan which is consistent with the overall plan for the specific building site.

2.18 Driveways. All driveways must be asphalt, concrete, or brick pavers. Alternatively, driveways may be gravel, road base material, crushed limestone, or other similar materials, so long as the materials are retained by a curb no less than four (4) inches wide. Driveway aprons (that portion of the driveway extending from the property line of each Tract, through the right-of-way, to the paved surface of any Main Road) must

be asphalt, concrete, or brick pavers. Driveway aprons must be a minimum of thirty (30) feet from the paved surface of any Main Road in to the Tract and a minimum of twelve (12) feet wide. Width, curvature, material, and all aspects of construction and materials of driveways shall be subject to ACC approval. The driveway must be completed before occupying the residence. Drainage pipe, if required, shall have a diameter of not less than eighteen (18) inches unless a variance is approved by the ACC due to specific topography conditions.

2.19 No Alternate Driveways. All driveways in to a Tract shall be from a Main Road in the Subdivision. Any driveways from the exterior perimeter of the Property are expressly prohibited.

2.20 Storage of Vehicles. No vehicles or similar equipment may be parked or stored in any area visible from any Main Road within the Subdivision, except that passenger automobiles, motorcycles, passenger vans and pick- up trucks may be parked in any garage or on an Owner's driveway if such vehicle (i) has not greater than one (1) ton in carrying capacity; (ii) has fewer than three (3) axles; (iii) is in operating condition with valid license and inspection stickers; AND (iv) is generally in place for daily use as a motor vehicle on the streets and highways of the State of Texas. No abandoned, derelict or inoperable vehicles may be stored or located on any Tract or a street within the Subdivision except within an enclosed garage. No dismantling or assembling of motor vehicles, boats, trailers, recreational vehicles, or other machinery or equipment will be permitted in any driveway or portions of any Tract that are visible from any street within the Subdivision, with the exception of vehicles used for the maintenance of Common Area as conducted at the direction of the Board of the Association. No vehicles of any type may be driven or parked in the Common Area or any easement overnight. For purposes of this requirement, "overnight" shall be defined as the time from 10 p.m. through 6 a.m., local time zone.

a. Boats, Trailers, Commercial and Recreational Vehicles. No boat trailers, boats, travel trailers, motor homes, campers, tractors, recreational vehicles, vehicles with more than two (2) axles or greater than one (1) ton carrying capacity, and/or equipment or accessories related thereto of any kind may be kept on any Tract, unless such vehicle, equipment, accessory and item is in operable condition and such vehicle, equipment, accessory and item is either (i) kept fully enclosed within a garage located on such Tract; (ii) kept fully screened from view from all Main Roads by a screening structure or fencing approved by the ACC; (iii) temporarily parked on a street within the Subdivision or on a Tract for the purpose of loading or unloading; or (iv) a commercial vehicle that is in use for the construction, maintenance or repair of improvements in the immediate vicinity and previously approved by the ACC in accordance with Article II (ACC Review) of the Master Declaration. "Temporarily parked" shall mean less than sixteen (16) hours and shall not include "overnight" hours as defined in the paragraph above. The Board of the Association shall have the sole and absolute authority to determine from time to time whether an item is in operable condition and complies with the requirements of clauses (i) through (iv) above in this paragraph. Upon an adverse determination by the Board of the Association, the Owner shall immediately cause the item to be removed

and/or otherwise brought into compliance with this paragraph. Notwithstanding any provision herein, no trucks or vehicles of any size that transport inflammatory or explosive cargo may be kept in the Subdivision at any time. No motorized vehicle of any type may be used in the Common Areas of the Subdivision with the exception of the following areas: (i) any access path to the pavilion specifically meant for motorized vehicles, (ii) a street or road in the Subdivision, or (iii) a designated parking area in the Common Area.

b. Special Motorized Vehicles or SMVs. The Association may adopt rules and regulations concerning the use of motorcycles, go-karts, mini-bikes, mopeds, dirt bikes, all-terrain vehicles ("ATVs") and golf carts, (collectively, "SMVs"), and may, in its sole discretion, restrict or prohibit their use if such operation creates a fire and/or safety hazard, excessive noise, or unacceptable annoyance to the Owners.

2.21 Tract Maintenance, Dumping. The Owner of each Tract shall at all times (i) keep weeds and grass thereon cut in a sanitary, healthful, attractive manner and (ii) maintain all brush and tree canopy consistent with proper wildlife habitat management. In no event shall any Tract be used for storage of material and/or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The accumulation of garbage, trash, or rubbish of any kind and the burning (except as such burning is permitted by law) of any such materials is prohibited. Each Owner shall arrange for at least weekly garbage, rubbish and trash pickup from such Owner's Tract as long as such service is not provided and required by a municipality. The Association may, at its option, require each Owner to purchase trash service from one service and charge for such service as part of the assessments described in Article III (Covenant for Maintenance Assessments) of the Master Declaration. Maintaining includes, but is not limited to, mowing the drainage ditches and keeping all easement areas within each Tract clean and free of debris and trash in accordance with Association guidelines. No Tract or other area in the Subdivision shall be used as a dumping ground for construction rubbish or a site for the accumulation of unsightly materials of any kind, including but not limited to broken or rusty equipment, disassembled or inoperative cars and discarded appliances and furniture. Trash, garbage or other waste shall not be kept except in sanitary containers. If any improvement or Tract is damaged or destroyed by casualty or otherwise, the Owner thereof shall be obligated to remove or repair same and shall comply with the applicable provisions of Article II (ACC Review) of the Master Declaration.

Each Owner understands that the easements for the Main Roads may be wider than the actual paved surface of the Main Roads, as shown on the Plat. Each Owner shall be solely responsible for the maintenance of any driveway from a Main Road to such Owner's Tract, from that point where such driveway exits the Tract to that point where it ties into the Main Road pavement, and shall maintain the grass height on such Tract and the easement and/or ditch area along each Main Road that borders such Tract up to the Main Road pavement, as specified by the Association. The Board may, at its sole discretion, initiate mowing and weed management along such Main Roads within such easements, the cost of which shall be expensed by the Association as part of the annual

dues paid by each member of the Association. Mowing and weed management shall be bid out competitively by the Board and will include the entire surface area to be mowed within the Subdivision to include Common Areas and select easements. Scheduling and frequency of mowing and weed management shall be at the sole discretion of the Board.

In the event of default on the part of any Owner in observing any of the above requirements, and if such default continues after ten (10) days' written notice thereof to such Owner, Declarant or the Association may without liability, in trespass or otherwise, to such Owner, but without being under any duty to do so, enter upon said Tract, cut or cause to be cut such weeds and grass, remove or cause to be removed such garbage, trash and rubbish, and/or do any other thing necessary to secure compliance with this Declaration and to place said Tract in a neat, attractive, healthful and sanitary condition, and may charge such Owner for the cost of such work. Each Owner is obligated for and agrees to pay any such charges as provided in Article III (Covenant for Maintenance Assessments) of the Master Declaration.

2.22 Trash Containers. Trash containers, dumpsters or any object holding or storing trash must be kept in a clean and sanitary condition, must be located and screened in a manner approved by the ACC, and must be out of sight of all streets and roads surrounding or going through the Subdivision. Storing or placing trash containers, dumpsters, or any object holding or storing trash adjacent to or within view of a Main Road is strictly prohibited, except during construction of improvements and as approved by the ACC.

Moveable trash containers may be put at a driveway entrance to the Tract the night before or the morning of a scheduled trash pickup. The moveable containers shall be removed from the road area the same day of the trash pickup.

2.23 Mail Boxes, Newspaper Holders. Owners shall be required to use the mailboxes provided by the Association located at the main entrance gate to the Development and as such shall not install mailboxes or newspaper holders.

2.24 Antennas, Satellite Dishes. No antenna or similar device of any type shall be erected, constructed, placed or permitted to remain on any Tract, residence, or structure except as otherwise provided herein. No portion of any Tract shall be sold, leased, conveyed, or in any manner transferred for use as a wireless or cellular communication facility. Declarant shall provide internet/media connections to each Tract as part of the infrastructure of the Subdivision. Each Owner shall be responsible for connecting, at such Owner's sole cost and expense, these services to such Owner's main residence and improvements.

The following antennas and satellite dishes are not permitted:

- (i) antennas or dishes that only transmit signals;
- (ii) antennas or dishes that interfere with reception of video signals by other Owners;

- (iii) antennas or dishes mounted on roofs or buildings, except as provided herein;
- (iv) antennas or dishes in Common Areas; and
- (v) dishes greater than one (1) meter in diameter.

Unless prohibited above, an antenna or satellite dish may be installed only (a) inside the attic, garage or living area of a residence or (b) outside in the back yard or side yard of a residence. However, the ACC may in its discretion allow antennas or dishes to be mounted on the back half of a roof (the portion of the roof furthest from the street). Outside installation is allowed only if the plans and specifications for location, attachment, safety and screening are approved in writing by the ACC for compliance with the following standards.

The antenna or satellite dish must:

- (i) be properly bolted and secured in a workmanlike manner;
- (ii) be located behind the residence or behind a solid wall, fence or perennial landscaping in the side yard or back yard of a residence;
- (iii) be screened by the above fence or landscaping, to the greatest extent reasonably possible, in order to prevent the antenna or dish from being seen from any street, Common Area or neighboring residence;
- (iv) be no higher than the fence or landscaping that is screening it from view; and
- (v) not be located within any building setback lines.

Each Owner is liable for all damages to Association property, personal property, animals and persons caused by such Owner's installation and use of any antenna or dish.

These location, installation and screening requirements are based on aesthetics, non-interference with reception by neighbors, preservation of property values, and safety considerations, including avoidance of injury or property damage from improperly installed or otherwise dangerous antennas or dishes.

2.25 Septic System. Prior to occupancy of a residence or residential improvements on any Tract, the Owner of such Tract shall construct, install, and maintain on such Tract a septic tank and soil absorption system in accordance with the specifications for same as established by the laws of the State of Texas and the rules and regulations of the Association, Blanco County, Texas and any other governing authority having jurisdiction over the same. Such construction and installation shall be performed by a septic system contractor licensed by the State of Texas. If such septic system complies with such specifications, but still emits foul or noxious odors or unsafe substance onto streets, ditches or adjoining Tracts, such system shall be modified as specified by the ACC so as to eliminate such foul or noxious odors or unsafe substance. Aerobic septic systems are not permitted unless approved by the ACC upon written request due to documented soil quality or other concerns.

2.26 Propane Tanks. Propane tanks must be installed by a propane provider licensed by the State of Texas and in accordance with all appropriate codes regulating the same. If installed above ground, then tanks must be located behind the rear building line of the main residence and screened from view from all Main Roads and adjacent Tracts with an exterior screen wall consisting of the same masonry as the residence or other such material as approved by the ACC.

2.27 Outdoor Equipment. Outdoor equipment such as HVAC compressors shall be screened from view from all Main Roads and adjacent Tracts with an exterior screen wall consisting of the same masonry as the residence or other such material as approved by the ACC.

2.28 Water System; Rain Water Harvesting.

a. Public Water System. Declarant shall construct a water system in order to provide water supplies necessary to serve the Subdivision (the "Water System"). All water mains and pipes and other equipment necessary for the operation and maintenance of the Water System shall be located within the Utility Easements described in Section 2.12 (Easements for Utilities, Drainage, and Sanitary Control). *Corix Utilities, 1812 Centre Creek Drive, Suite 100, Austin, Texas 78754*, shall be responsible for the operational requirements and ongoing maintenance of the Water System. The Water System shall be the sole source of potable water for the Subdivision, and no well may be constructed on any Tract for the purpose of providing domestic water supply.

Each Owner, at such Owner's sole cost and expense, shall be responsible for connecting such Owner's main residence and improvements to the Water System and a **\$1,500 tap fee** shall be assessed for such connection. The tap fee shall be due and payable at the time of closing on such Owner's Tract, but no monthly fees shall be incurred until construction has commenced on such Tract.

b. Rain Water Harvesting. The Association and the ACC encourage environmental sensitivity and preservation of scarce resources, such as water. Rain water harvesting is permitted, subject to the following and to the Association's rules and/or guidelines for any rain water harvesting system ("RWHS") constructed above ground; none of the following restrictions shall apply to any underground RWHS installed by Owner:

(i) Location. Any RWHS shall be located behind the rear building line of the main residence and within fifty (50) feet from the residence. The location of any RWHS shall be identified on the site plan submitted to the ACC and must be approved by the ACC.

(ii) Color. The exterior color of the RWHS should adhere to the Texas Hill Country theme and must be approved by the ACC.

(iii) Height. The height of the RWHS shall be no more than eight (8) feet from the ground to its top.

(iv) Native Trophy Trees. The location of the RWHS on the Tract shall seek to preserve Trophy Trees (as defined in Section 2.36 (Destruction of Plants, Disturbance of Natural Habitat) below).

(v) View Corridor. A view corridor from any adjacent or nearby Tract shall be considered in the RWHS location decision on a Tract. The intent is to reduce any view corridor interference impacting any adjacent or nearby Tract.

2.29 Signs, Billboards, Displayed Objects, and Flags. No sign, billboard, emblem, object, display, or flag of any kind shall be placed or displayed on any Tract or mounted, painted or attached to any residence, Out Building, fence or other improvement upon such Tract so as to be visible from public view without approval of the ACC except as set forth below. The Association may remove any item displayed in violation of this Section 2.29 (Signs, Billboards, Displayed Objects, and Flags).

a. For Sale Signs. An Owner may erect one (1) sign not exceeding six (6) square feet in area, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground advertising the property for sale.

b. Declarant's and Builders' Signs. Signs or billboards may be erected by Declarant or, with permission of Declarant, by any builder of a residence in the Subdivision.

c. Legally Required Signs. Signs required for legal proceedings may be displayed.

d. Political Signs. An Owner may erect one (1) political sign not exceeding six (6) square feet in area on such Owner's Tract advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal, provided that such sign shall not be erected more than ninety (90) days in advance of an election to which signs pertain and are removed within fifteen (15) days after such election.

e. Other Signs. An Owner may erect one or more signs that shall be no larger than two (2) feet by three (3) feet, unless otherwise approved by the ACC, the placement, number, and design of which do not significantly diminish the scenic character of the Subdivision. All such signs shall be subject to approval by the ACC.

f. Address markers. Residential structures must have one (1), but no more than one (1), lighted address marker (ACC-approved yard marker that has on it the house address number clearly displayed for emergency personnel) no less than fifteen (15) feet from the edge of the road or more than twenty-five (25) feet from the front property line. Such marker shall not exceed four (4) feet in height and shall be constructed of brick or

stone masonry, log, cedar, or other natural wood, or such other material as approved by the ACC, and shall be consistent with the architectural theme of the main structure.

Address marker lights shall use Dark Sky Lighting systems [as defined in Section 2.30 (Outside Lighting) below] or shall use a solar light recommended by the Association or such other light approved by the ACC. Any light that was neither recommended by the Association, nor approved by the ACC prior to its installation, is prohibited. Each address marker light shall be kept in good working order and maintained by the owner.

g. Religious Items and Emblems. An Owner may display religious items and emblems on the entry door or door frame of such Owner's residence if such display is motivated by such Owner's sincere religious belief, provided that such displays do not (i) threaten the public health or safety, (ii) violate applicable law, (iii) contain language, graphics, or any display that is patently offensive to a passerby, or (iv) extend past the outer edge of the door frame of the Owner's residence.

h. Flags. An Owner may display the official flag of the United States of America, the State of Texas, or any branch of the United States armed forces, or such other flag specifically approved by the ACC, in accordance with this Section 2.29 (Signs, Billboards, Displayed Objects, and Flags). The flag of the United States of America must be displayed in accordance with 4 U.S.C. Sections 5-10. The flag of the State of Texas must be displayed in accordance with Chapter 3100, Texas Government Code. A flagpole attached to a dwelling or a freestanding flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling. The display of a flag, and the location and construction of the supporting flagpole, must comply with applicable zoning ordinances, easements, and setbacks of record. A flag and the flagpole on which it is flown must be maintained by such Owner in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced, or removed by such Owner. No more than three (3) flagpoles may be constructed on a Tract, and no flagpole may exceed more than twenty (20) feet in height and may not be erected on the roof of any structure. Flags may not be displayed that exceed a dimension of five (5) feet in height by eight (8) feet in width. The particular location of flagpoles and any lighting used to illuminate a flag must be approved by the ACC. The external halyard of a flagpole may not create noise that can be heard more than twenty-five (25) feet from the flagpole, or within the interior of any home or other structure in the Subdivision. No Owner may install a flag or flagpole on property that is owned or maintained by the Association or owned in common by the members of the Association.

2.30 Outside Lighting. The outside lighting plan for each Tract shall be approved by the ACC, and shall utilize Dark Sky Lighting systems (as defined below) to the maximum extent practicable. "Dark Sky Lighting system" means any light fixture used for exterior illumination must be fully shielded, pointed downward, and placed in a manner so that the light source is not directly visible from any other properties or public roadways. In order to reduce glare and light trespass into neighboring lands and to reduce negative impacts to wildlife, exterior illumination shall be restricted to light sources with

a Correlated Color Temperature of 2,700K or less. As used herein, "Fully Shielded" means no direct uplight (i.e., no light emitted above the horizontal plane running through the lowest point on the fixture where light is emitted). The use of streetlights should be held to a minimum. The use of reflective surfaces should always be considered as an alternative to streetlights.

Subdued and directed architectural lighting shall be allowed, subject to the prior approval of the ACC. All lighting should be directed downward and be utilized for the Owners' safety at night.

### 2.31 Outdoor Structures.

a. Children's Trampolines, Playscapes and Playhouses: Children's trampolines, playscapes and playhouses must meet the following specifications:

- (i) be properly constructed in a workmanlike manner;
- (ii) be located behind the residence or behind a solid wall, fence or perennial landscaping in the side yard of a residence;
- (iii) be screened by the above fence or landscaping, to the greatest extent reasonably possible, in order to prevent the structure from being seen from any Main Road, Common Area or neighboring residence; and
- (iv) not be located within any building setback lines.

Children's playhouses and playscapes shall not exceed eight (8) feet in height. Children's playhouses must be no greater in size than ninety-six (96) square feet.

The location, installation and screening requirements are based on aesthetics and preservation of property values.

b. Basketball Goals: Permanent basketball goals require ACC approval. Basketball goals shall not be mounted on any residence or Out Building. Portable basketball goals require NO ACC approval, but such goals must meet the following specifications:

- (i) if stored outdoors, must be stored in an upright position out of the street and on the residence Tract; and
- (ii) must be properly maintained.

c. Greenhouses: ACC approval of greenhouses is required and greenhouses may be no more than fourteen (14) feet at the highest point.

d. Gazebos/Arbors: ACC approval of gazebos and arbors is required and such structures may be no more than twenty (20) feet at the highest point.

e. Swimming Pools: ACC approval of swimming pools is required and swimming pools must be "in-ground" in nature. Pre-fabricated or above-ground pools shall NOT be permitted. All pools must be constructed behind the rear building line of the residence, not visible from the Main Roads or adjacent Tracts unless approved by the ACC due to unique topography or layout of the homesite.

The initial filling of all swimming pools must be provided by an outside source and not using the Water System in the Property. Using the Water System for maintenance of the water level of swimming pools shall be permitted.

f. Outside Color Change, Remodel: ACC approval is required for any outside color change of any improvement, and any remodel of any improvement.

2.32 Quality Workmanship. All improvements and structures including but not limited to homes, garages, barns, barndominiums, fences, sheds, storage buildings, and other improvements shall be constructed of quality material and in a workmanlike manner. All improvements shall be kept weatherproofed by painting or such other method as may be necessary and appropriate, and none of the improvements shall be allowed to deteriorate to the detriment of the Subdivision as a whole.

2.33 Watering Restrictions. All Owners shall comply with all rules and guidelines of the Association and of all governmental authorities having jurisdiction over water usage, including without limitation Blanco County and the Blanco-Pedernales Groundwater Conservation District.

2.34 Drip Irrigation System. Drip irrigation systems are highly recommended for any landscaped area on a Tract.

2.35 Hydrology, Drainage. An Owner must request in written form and seek and obtain written approval from the ACC prior to any and all construction of any lake, pond or other body of water. No activity may be conducted that pollutes or contributes to the pollution of land or water, above ground or underground.

Drainage on each Tract shall follow the natural drainage to the street, utility easement or natural grade elevations. Each Owner is responsible for managing the surface drainage of such Owner's Tract. The general grading, slope and drainage plan of a Tract may not be altered without written permission of the ACC and any approvals which may be required from any governmental body or agency having authority to grant such approval.

2.36 Destruction of Plants; Disturbance of Natural Habitat. Within the Building Envelope on each Tract, the Owner of such Tract may, with prior approval by the ACC, cut and remove diseased trees, shrubs and plants, cut firebreaks and clear for construction

of improvements. Owners may also, with prior approval by the ACC, cut and remove trees, shrubs or plants to accommodate habitat management activities (including removal of ash juniper (cedar) and/or removal of oak trees pursuant to an oak wilt prevention program approved by the Association), to maintain allowed existing improvements and/or as necessary to facilitate the construction of improvements on the Tract. No pruning or removal of any species of oak trees shall be conducted between February 1<sup>st</sup> and June 30<sup>th</sup>. Violation of this rule shall be subject to a \$1,500 fine per occurrence. Subject to all restrictions set forth in this Declaration, wildlife habitat and wetland enhancements are acceptable physical alterations to a Tract; provided, any dams, ponds, or water improvements shall be subject to approval (and conditions as specified) by the ACC. Prior to undertaking any enhancement activities, a plan describing enhancements must be submitted to the ACC for approval. In case of wetlands alterations, individuals proposing alterations must ensure full compliance with all applicable wetland regulations including the National Clean Water Act and all engineering and water rights requirements for the Texas Commission on Environmental Quality. Trees and vegetation outside of the Building Envelope may not be removed or altered without prior approval of the ACC. Removing or altering any part of the existing native habitat running along the drainage easement (as shown on the Plat) and the exterior perimeter of the property shall be strictly prohibited. In general, Trophy Trees (as defined below) shall be retained and preserved whenever practical. A "Trophy Tree" shall be defined as a native live oak, post oak, elm or pecan greater than six (6) caliper inches in diameter three (3) feet above the ground.

The Association may from time to time establish rules and guidelines pertaining to the prevention and/or treatment of oak wilt. In such event, each Owner shall comply with such rules and guidelines.

2.37 Prohibition of Trade and Offensive Activities. No retail, industrial, multifamily, office, mixed use, or commercial construction or use is allowed on any Tract. Any and all commercial development and commercial business is strictly prohibited. Noxious or offensive activities of any sort including loud noises or anything done on any Tract that may be or may become a nuisance to the neighborhood shall not be permitted.

2.38 Mineral Extraction. The excavation, mining, or removal of soil, sand, gravel, rock, peat, sod, or other surface materials or minerals by any surface mining method is prohibited, except that construction materials, such as rock, dirt, sand, and gravel, may be taken for the purposes of maintaining existing roads and facilities or in connection with other activity permitted herein in the Subdivision to the extent permitted by applicable law. Mining or production of subsurface minerals, such as oil and gas, and the drilling of water wells is strictly prohibited. This provision shall not apply to Declarant's drilling of water wells or any other activity related to the construction of the Public Water System.

2.39 Leasing. No residence or Tract may be leased for transient purposes or for less than thirty (30) days. All leases shall be subject to this Declaration, the Bylaws, and any rules, regulations, and guidelines of the Association. The Association shall have the authority to evict tenants of Owners after reasonable notice for substantial or repeated

violations of this Declaration, the Bylaws, or any rules, regulations, or guidelines of the Association. The Association shall have the authority to enforce this Declaration, the Bylaws, or any rule, regulation, or guideline provisions against an Owner's tenants, including collection of fines for violations by the tenant of this Declaration, the Bylaws, or any rules, regulations, or guidelines of the Association. Owners are liable for all fines levied against their tenants and their tenants' guests or invitees. No Owner may lease (for barter or monetary amounts) any part of such Owner's residence (such as leasing a bedroom to a boarder) with the exception of live-in domestic help in association with customary residential purposes.

2.40 Firearms and Archery. No pistol, rifle, shotgun or any other firearm or explosives shall be discharged on any part of the Subdivision, except (a) for the protection of the Owners and their property or animals from predators or nuisance varmints in a lawful manner and (b) that fireworks shall be allowed as determined by drought conditions and subject to any burn ban issued by any governmental authority having jurisdiction over the prohibition of outdoor burning. The Association may adopt rules and regulations concerning the use of firearms in the Subdivision. RECREATIONAL HUNTING WITH ANY TYPE OF FIREARM OR BOW AND ARROW IS STRICTLY PROHIBITED IN ORDER TO PROMOTE SAFETY. FIREARMS AND BOWS/ARROWS OF ANY KIND ARE STRICTLY PROHIBITED IN THE COMMON AREA FOR ANY REASON.

2.41 Deer Feeders. During the Development Period, Declarant shall maintain wildlife management practices, including the placement and maintenance of deer feeders in the Common Area. However, deer feeders shall not be permitted on any Tract in the Subdivision. Limiting the number and location of feeders in the Subdivision avoids large amounts of grain being fed to deer, which could attract other unwanted animals such as feral hogs.

### **ARTICLE III. COMMON AREA**

3.1 Common Area's Purpose. Certain Common Areas of the Property, and Improvements constructed or installed on those Common Areas, shall be maintained by the Association for the use, pleasure, enjoyment and outdoor recreation of all Owners. Common Areas shall include, but shall not be limited to, tract five (5) as shown on the Plat, which shall contain the pavilion and fishing pond.

3.2 Association's Easement Over and Across Common Area. Declarant hereby grants unto the Association, a perpetual easement over and across the Common Area for the purposes of accessing and maintaining the Common Areas and constructing or installing, and maintaining, the Improvements thereon.

3.3 Owner's Right of Use and Easement of Enjoyment. Every Owner shall have a right to use and an easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Tract, subject to the provisions of this

Declaration, the Bylaws, any rules, regulations or guidelines of the Association, and other governing documents. Every Owner shall have the right to ingress and egress over, upon, and across the Common Area necessary for access to any portion of his or her Tract, and such rights shall be appurtenant to and pass with the title to each Tract.

3.4 Owner's Right of Use and Easement of Enjoyment to Commercial Common Area. Every Owner shall have a right to use and an easement of enjoyment in and to the Commercial Common Area, which shall be appurtenant to and shall pass with the title to every Tract, subject to the provisions of this Declaration, the Bylaws, any rules, regulations or guidelines of the Association, and other governing documents. Every Owner shall have the right to ingress and egress over, upon, and across the Commercial Common Area necessary for access in to and out of the Subdivision, and such rights shall be appurtenant to and pass with the title to each Tract.

3.5 Use Restrictions for Common Area. The Association, or the Declarant prior to the end of the Development Period, shall have the right to prescribe rules and guidelines governing and restricting use of the Common Area. No Owner shall use the Common Area in any manner that would (a) interfere with their purpose, (b) constitute a public or private nuisance, (c) interfere with the use and enjoyment of other Owners, or (d) violate any of the following unless approved by the Association or the Declarant:

a. No cutting or removal of any trees, plants, bushes, or any of the natural vegetation and habitat in the Common Area is allowed, without the written approval of the Board of the Association.

b. No altering of the soils, embankments, hills, creeks, streams and land in the Common Area is allowed.

c. No buildings or structures, temporary or permanent, shall ever be erected, placed or permitted on the Common Area.

d. No tents, inflatable equipment of any type, or dining facilities for more than ten (10) people, may be placed on the Common Area without the prior written approval of the Board of the Association.

e. No boat or flotation device not owned by the Association may be left unattended on the Common Area.

f. No hunting, trapping, capturing (except fishing), caging, interference with or killing of any animals in the Common Area is allowed for any reason. **No firearms of any kind are allowed in the Common Area.**

g. No gasoline, diesel, electric, or internal combustion motors of any type on any boat or watercraft shall be allowed on the pond. Catch-and-release fishing is allowed with barbless hooks only.

h. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to the Common Area for any reason in connection with the use or maintenance of the Common Area; provided however, such machinery or equipment may be placed, operated or maintained by any governmental or quasi-governmental agency or by a public utility in the performance of its legitimate functions.

i. No sign, advertisement, billboard, or advertising structure of any kind shall be placed, maintained or displayed on the Common Area.

j. SMVs may not be operated by an unlicensed driver on any of the Main Roads in the Subdivision or on any of the Common Areas, unless accompanied by an adult licensed driver at least twenty-one (21) years old. SMVs may not be operated in the Common Area after sunset.

3.6 Common Area Fees. The Association shall manage, operate, care for, maintain, and repair all Common Areas and keep the same in a safe, attractive, and desirable condition for the use and enjoyment of the Owners. The Association shall have the right to charge reasonable fees for the use of the Common Area in order to manage, operate, care for, maintain, and repair the same.

3.7 Land Adjacent to the Common Area. For all land within each Tract that is adjacent to the Common Area, all landscaping shall be designed so as to protect and promote, as far as practicable, the natural local landscape environment through use of native materials, natural drainage, indigenous plant selection, and site design. All landscaping design shall be subject to the applicable provisions of this Declaration, and shall:

a. Whenever possible, save and incorporate all existing trees with trunk diameters of four (4) or more inches. To insure the viability of these trees, soil compacting, trenching and/or cut and fill shall be avoided, to the greatest extent possible, in the area defined by the trees' drip line.

b. Maintain or enhance, wherever possible, existing vegetation within drainage easements to prevent erosion, siltation, or runoff augmented by development.

3.8 Association Facilities on Common Area. At the sole discretion of the Declarant or the Association, Association facilities may be installed on the Common Area.

3.9 Declarant's Conveyances to Association. Conveyance of property to the Association by the Declarant to be Common Area does not require and is not contingent upon the consent or acceptance of the Association in order to be effective. The Board of Directors of the Association is authorized to approve and/or negotiate terms and conditions proposed by Declarant for such conveyances by the Declarant to the Association.

**ARTICLE IV.**  
**GENERAL PROVISIONS**

4.1 Enforcement. All restrictions, conditions, covenants, reservations, and charges now or hereafter imposed by the provisions of this Declaration shall run with the land. The Association, the ACC, Declarant, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, and charges now or hereafter imposed by the provisions of this Declaration. Failure by Declarant, the Association, any Owner, or any other party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

All rights and authority granted to Declarant hereunder shall continue until the termination of the Development Period, as set forth in Section 1.11 (Development Period) above. On such date, all rights and authority granted to Declarant hereunder shall vest in, and thereafter be exercised by, the Association, except for rights and authority which by their terms cease to exist hereunder on or prior to such date. Declarant may assign any or all of its rights and authority as Declarant hereunder to any person or entity until the termination of the Development Period by written assignment duly recorded in the Official Public Records of Blanco County, Texas, a copy of which shall be delivered to the Board of the Association. Conveyance by Declarant of a property interest alone shall not constitute an assignment of Declarant's rights and authority as Declarant hereunder.

4.2 Traffic Rules. All persons must obey all traffic signs, all posted speed limits, and all other rules promulgated by the Association throughout the Subdivision. Unless otherwise posted, the speed limit on all roads in the Subdivision is fifteen (15) miles per hour.

4.3 Delegation of Use. Subject to the Bylaws, rules, regulations, and/or guidelines of the Association, any Owner may delegate his right of enjoyment to the Common Area and facilities, if any, to the members of his family, and when accompanied by such Owner or a family member, to any of his invitees and guests who reside on or occupy such Owner's Tract or enter the Subdivision. Owners may not hold events for commercial purposes. Declarant may host events for potential landowners and/or real estate professionals for the purpose of marketing unsold Tracts in the Subdivision.

4.4 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of fifty (50) years from the Effective Date of this Declaration, after which time they shall be automatically extended for successive periods of twenty (20) years. This Declaration shall be subject to amendment as follows:

a. By Declarant. Declarant, during the Development Period, reserves the sole and exclusive right, without joinder or consent of any Owner, to (i) amend, restate, modify or repeal, this Declaration, the Bylaws, and any rules, regulations, or guidelines of the Association; (ii) amend, revise, modify, or vacate any Plat; and (iii) annex and subject any other property to the scheme of this Declaration, provided that any

annexation is not inconsistent with the scheme of the Subdivision. This Declaration, the Bylaws, or any rules, regulations, or guidelines of the Subdivision may not be amended during the period of time between which Declarant loses the majority of voting rights and the time a new Board of Directors of the Association, consisting of Owner Members, assumes office.

b. By Members of the Association. This Declaration may be amended or restated by the written agreement or by signed Ballots voting for such of not less than sixty-seven (67%) percent of all of the members of the Association. There shall be one (1) vote per Tract. Anyone owning more than one Tract shall have one (1) vote for each Tract owned. Such amendment must be approved by said members of the Association within three hundred sixty-five (365) days of the date the first member executes such amendment. Otherwise, such amendment shall fail. If the amendment is adopted it shall bind and affect the respective Tracts whose members shall approve such amendment from the time after the date such amendment is approved by each member. The date a member's signature is acknowledged shall constitute *prima facie* evidence of the date of execution and adoption of said amendment by such member. Those members entitled to cast not less than sixty-seven (67%) percent of all of the votes of the Association may also vote to amend this Declaration, in person, or by proxy, at a meeting of the members duly called for such purpose, written notice of which shall be given to all members at least ten (10) days and not more than sixty (60) days in advance and shall set forth the purpose of such meeting. Any such amendment shall become effective when an instrument is filed for record in the Official Public Records of Blanco County, Texas, accompanied by a certificate, signed by a majority of the Board, stating that the required number of members voted in favor of the instrument amending this Declaration or cast a written vote, in person or by proxy, in favor of said amendment at the meeting called for such purpose.

c. By the Association. The Board of the Association has the right in its sole judgment, from time to time, and at any time, to amend this Declaration without joinder of any member for the following purposes:

(i) to resolve or clarify any ambiguity or conflicts herein, or to correct any inadvertent misstatements, errors, or omissions herein; or (ii) to conform this Declaration to the requirements of any lending institution; provided, the Board has no obligation whatsoever to amend this Declaration in accordance with any such lending institution requirements, and the Board may not so amend this Declaration if, in the sole opinion of the Board, any substantive and substantial rights of Owners would be adversely affected thereby; or

(ii) to conform this Declaration to the requirements of any governmental agency, including the Federal Home Loan Mortgage Corporation, Federal National Mortgage Agency, Veterans Administration, or Federal Housing Administration, and in this respect, the Board shall so amend this Declaration to the extent required by law upon receipt of written notice of such requirements and request for compliance; or

(iii) to amend the rules and regulations of the Association, if the Board deems appropriate to comply with the scheme of the Declaration and the Subdivision; and

(iv) to amend any provisions to comply with the Texas Property Code.

4.5 Gender and Number. Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

4.6 Headings. The section headings herein are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such sections.

4.7 Severability. The invalidity, violation, abandonment, waiver of, or failure to enforce any one or more of any part or provision of this document shall in no way affect or impair the remaining provisions or parts thereof which shall remain in full force and effect.

4.8 Variance Provision. Except as expressly otherwise provided herein, Declarant or the ACC shall have the right, but not the obligation, in its discretion to review and approve or disapprove variances with respect to any requirements of this Declaration requiring approval by the ACC, based on detailed documentation as specified by and provided to Declarant or the ACC.

4.9 Final Plat and Notes, Other Authorities. Each Owner is obligated to read, understand and strictly follow the notes and provisions of each final plat. If other authorities, such as the county or state, impose more demanding, expensive or restrictive requirements than those set forth herein, the requirements of such authorities shall be complied with. Other authorities' imposition of lesser requirements than those set forth herein shall not supersede or diminish the requirements herein.

4.10 Addresses. Any notices or correspondence by the ACC or the Association to an Owner of a Tract shall be addressed to the street address of the Tract or to such other address as the ACC or Association and such Owner shall specify. Any notice to the Association shall be addressed to the address of the Association as it is recorded in the Official Public Records of Blanco County, or by email to the Association as listed on the website for the Association or the Development. The Association may change its address for notice by recording in the Official Public Records of Blanco County a notice of change of address.

4.11 No Representations or Warranties. No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by the Association or its agents or employees in connection with any portion of the Subdivision, or any improvement thereon, its or their physical condition, compliance with applicable laws, fitness for intended use, or in connection with the sale, operation, maintenance, cost of

maintenance, taxes, or regulation thereof, unless and except as specifically shall be set forth in writing.

4.12 Conflicts between Bylaws and Declaration. Conflicts between the Bylaws of the Association and this Declaration shall be controlled by this Declaration.

4.13 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose and intent of this Declaration.

4.14 Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners and the Association, and respective heirs, legal representatives, executors, administrators, successors and assigns.

4.15 Effect of Violations on Mortgages. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgagee under any such mortgage, the holder of any such lien or beneficiary of any such deed of trust; and any such mortgage, lien or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

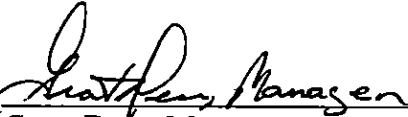
4.16 Governing Law. This Declaration shall be construed and governed under the laws of the State of Texas.

4.17 Online Subdivision Information Required. The Association shall make this Declaration, the Bylaws, any rules, regulations, or guidelines of the Association, and any other governing documents relating to the Subdivision and filed in the Official Public Records of Blanco County, Texas, available on its website if the Association has, or its managing agent on behalf of the Association maintains, a publicly accessible website.

SIGNED this 12<sup>th</sup> day of November, 2019, to be effective as of the date this Declaration is filed for record in the Official Public Records of Blanco County, Texas (the "Effective Date").

**DECLARANT:**

**281 Round Mountain, LLC,  
a Texas limited liability company**

By:   
Grant Dean, Manager

THE STATE OF TEXAS

§

ACKNOWLEDGMENT

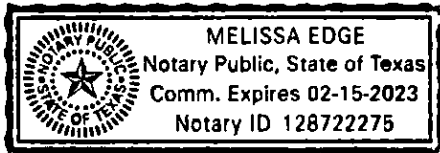
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COUNTY OF BURNET

§

This instrument was acknowledged before me on this 12<sup>th</sup> day of November, 2019, by Grant Dean, Manager of 281 Round Mountain, LLC, a Texas Limited Liability company, on behalf of said company.

By: M. Edge  
Notary Public, State of Texas



STATE OF TEXAS  
COUNTY OF BLANCO  
I hereby certify that this instrument was FILED in File Number Sequence on the date and the time stamped hereon by me and was duly RECORDED in Official Public records of Blanco County, Texas on

NOV 13 2019



Anna Walle  
COUNTY CLERK  
BLANCO COUNTY, TEXAS



SIGNED this 18<sup>th</sup> day of November, 2019, to be effective as of the date this First Amendment is filed for record in the Official Public Records of Blanco County, Texas (the "Effective Date").

**DECLARANT:**

**281 Round Mountain, LLC,  
a Texas limited liability company**

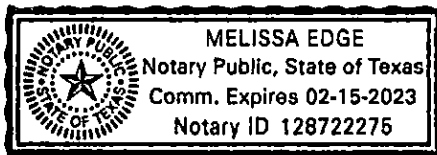
By: *Grant Dean*  
Grant Dean, Manager

THE STATE OF TEXAS  
COUNTY OF BURNET

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**ACKNOWLEDGMENT**

This instrument was acknowledged before me on this 18<sup>th</sup> day of November, 2019, by Grant Dean, Manager of 281 Round Mountain, LLC, a Texas Limited Liability company, on behalf of said company.



By: *M. Edge*  
Notary Public, State of Texas

## EXHIBIT "A"

FIELD NOTES TO ACCOMPANY A SURVEY PLAT OF A 113.96 ACRE TRACT OF LAND OUT OF THE JESSE BILLINGSLEY SURVEY, NO. 82, ABSTRACT NO. 57, AND BEING A PORTION OF THAT CERTAIN 150.00 ACRES CONVEYED TO HERMAN L. KAST, VOLUME 79, PAGE 678, DEED RECORDS, BLANCO COUNTY, TEXAS (D.R.B.C.T.). THE BASIS OF BEARING FOR THIS SURVEY IS THE TEXAS STATE PLANE GRID, CENTRAL ZONE, NAD 83. ( ) DENOTES RECORD INFORMATION

BEGINNING AT A MAG NAIL SET IN CONCRETE WITH WASHER STAMPED "WILLIS" AT THE BASE OF A 3" PIPE POST, BEING THE NORTHWEST CORNER OF THIS 113.96 ACRE TRACT OF LAND AND BEING THE SOUTHWEST CORNER OF A PORTION OF 70.0 ACRES CONVEYED TO PAMELA K. PAYNE AND BILLY JACK PAYNE RECORDED IN VOLUME 0238, PAGE 939, OFFICIAL PUBLIC RECORDS, BLANCO COUNTY, TEXAS (O.P.R.B.C.T.) AND BEING IN THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY NO. 281 CONVEYED TO STATE OF TEXAS RECORDED IN VOLUME 66, PAGE 285, D.R.B.C.T. AND BEING IN THE WEST LINE OF SAID 150.00 ACRES, FROM WHICH A CONCRETE HIGHWAY MONUMENT FOUND BEARS NORTH 21°50'44" EAST 2770.10 FEET, FOR A MONUMENT OF DIGNITY FOR THE RE-CONSTRUCTION OF SAID HIGHWAY RIGHT-OF-WAY, AND A 1/2" REBAR FOUND WITH CAP STAMPED "SURVTEX LLC" BEARS S89°51'23"W 0.58';

THENCE NORTH 89°51'23" EAST (NORTH 89°22'21" EAST) ALONG THE NORTH LINE OF THIS 113.96 ACRE TRACT OF LAND AND THE SOUTH LINE OF SAID 70.0 ACRES, A DISTANCE OF 2150.81 FEET (2150.81 FEET) TO A 1/2" REBAR SET WITH CAP STAMPED "WILLIS" AT THE BASE OF A 3" PIPE POST, BEING THE NORTHEAST CORNER HEREOF AND THE NORTHWEST CORNER OF 7.03 ACRES CONVEYED TO GARY D. HULSEY AND JANICE M. HULSEY RECORDED IN VOLUME 107, PAGE 426, O.P.R.B.C.T. AND BEING AN ANGLE POINT IN THE SOUTH LINE OF 10.00 ACRES CONVEYED TO BAY MARINA AND SPORTS CENTER, INC., RECORDED IN VOLUME 530, PAGE 0934, O.P.R.B.C.T. FROM WITCH A 1/2" REBAR FOUND WITH CAP STAMPED "5421" AT THE SOUTHWEST CORNER OF SAID 10.00 ACRES, BEARS S89°51'23"W 251.45' FOR A MONUMENT OF DIGNITY FOR THE RE-CONSTRUCTION OF THE SOUTH LINE OF SAID 70.00 ACRES;

THENCE SOUTH 01°57'05" WEST (SOUTH 03°57'00" WEST), ALONG THE EAST LINE OF THIS 113.96 ACRE TRACT OF LAND AND THE WEST LINE OF SAID 7.03 ACRES, A DISTANCE OF 491.90 FEET (491.90 FEET) TO A 1/2" REBAR SET WITH CAP STAMPED "WILLIS" AT THE BASE OF A 3" PIPE POST, BEING AN ANGLE POINT HEREOF;

THENCE NORTH 62°41'05" EAST (NORTH 64°41'00" EAST), ALONG THE EAST LINE OF THIS 113.96 ACRE TRACT OF LAND AND THE WEST LINE OF SAID 7.03 ACRES, A DISTANCE OF 116.74 FEET (116.74 FEET) TO A 1/2" REBAR SET WITH CAP STAMPED "WILLIS" AT THE BASE OF A 3" PIPE POST, BEING AN ANGLE POINT HEREOF;

THENCE SOUTH 21°22'55" EAST (SOUTH 19°23'00" EAST), ALONG THE EAST LINE OF THIS 113.96 ACRE TRACT OF LAND AND THE WEST LINE OF SAID 7.03 ACRES, A DISTANCE OF 383.16 FEET (383.16 FEET) TO A 1/2" REBAR SET WITH CAP STAMPED "WILLIS" AT THE BASE OF A 4" PIPE POST, BEING AN ANGLE POINT HEREOF;

THENCE NORTH 63°08'22" EAST (NORTH 64°59'00" EAST), ALONG THE EAST LINE OF THIS 113.96 ACRE TRACT OF LAND AND THE SOUTH LINE OF SAID 7.03 ACRES, A DISTANCE OF 254.96 FEET (254.96 FEET) TO A MAG NAIL SET IN CONCRETE WITH WASHER STAMPED "WILLIS" AT THE BASE OF A 4" PIPE POST, BEING AN ANGLE POINT IN THE WEST FENCED RIGHT-OF-WAY LINE OF BLANCO COUNTY ROAD NO. 305 AND BEING IN THE EAST LINE OF SAID 150.00 ACRES;

THENCE SOUTH 01°53'35" EAST (SOUTH), ALONG THE EAST LINE OF THIS 113.96 ACRE TRACT OF LAND AND OF SAID 150.00 ACRES AND WITH THE WEST FENCED RIGHT-OF-WAY LINE OF SAID BLANCO

COUNTY ROAD NO. 305, A DISTANCE OF 1545.61 FEET TO A MAG NAIL SET IN CONCRETE WITH WASHER STAMPED "WILLIS" AT THE BASE OF A 4" PIPE POST, BEING THE SOUTHEAST CORNER HEREOF AND OF SAID 150.00 ACRES AND BEING THE NORTHEAST CORNER OF A PORTION OF 40.00 ACRES CONVEYED TO JAMES WOODCOOK AND MELISSA WOODCOOK RECORDED IN DOCUMENT NO. 20170054, O.P.R.B.C.T., FROM WHICH, A 1/2" REBAR FOUND WITH CAP STAMPED "HLS 5263" AT THE NORTHEAST CORNER OF 10.00 ACRES OUT OF SAID 40.00 ACRES RECORDED IN DOCUMENT NO. 20170581, O.P.R.B.C.T., BEARS SOUTH 01°58'25" EAST 921.49 FEET FOR A MONUMENT OF DIGNITY FOR THE RE-CONSTRUCTION OF THE SOUTHEAST CORNER HEREOF;

THENCE SOUTH 88°28'37" WEST (WEST), ALONG THE SOUTH LINE OF THIS 113.96 ACRE TRACT OF LAND AND OF SAID 150.00 ACRES, THE NORTH LINE OF SAID 40.00 ACRES, WITH A DISTANCE OF 1379.87 FEET (1380.0 FEET) TO A 1/2" REBAR SET WITH CAP STAMPED "WILLIS" AT THE BASE OF A 5" PIPE POST, BEING THE MOST SOUTHERLY SOUTHWEST CORNER HEREOF, AND THE MOST NORTHERLY SOUTHEAST CORNER OF 50.16 ACRES CONVEYED TO ELBERT NICHOLS AND MARIE NICHOLS RECORDED IN VOLUME 146, PAGE 533, O.P.R.B.C.T.;

THENCE NORTH 01°42'36" EAST (NORTH), ALONG THE WEST LINE OF THIS 113.96 ACRE TRACT OF LAND AND OF SAID 150.00 ACRES, AND THE EAST LINE OF SAID 50.16 ACRES, A DISTANCE OF 245.12 FEET (244.44 FEET) TO A 1/2" REBAR FOUND BEING AN ANGLE POINT HEREOF AND A MONUMENT OF DIGNITY FOR THE RE-CONSTRUCTION OF THE EAST LINE OF SAID 50.16 ACRE TRACT;

THENCE NORTH 55°41'19" WEST (NORTH 53°30' WEST), ALONG THE WEST LINE OF THIS 113.96 ACRE TRACT OF LAND AND OF SAID 150.00 ACRES, AND THE EAST LINE OF SAID 50.16 ACRES, A DISTANCE OF 339.01 FEET (335.0 FEET) TO A 1/2" REBAR SET WITH CAP STAMPED "WILLIS" BEING AN ANGLE POINT HEREOF AND OF SAID 50.16 ACRES;

THENCE NORTH 28°54'09" EAST (NORTH 29°15' EAST), ALONG THE WEST LINE OF THIS 113.96 ACRE TRACT OF LAND AND OF SAID 150.00 ACRES, AND THE EAST LINE OF SAID 50.16 ACRES, A DISTANCE OF 330.81 FEET (329.16 FEET) TO A MAG NAIL SET WITH WASHER STAMPED "WILLIS" IN THE SIDE OF A FALLEN CEDAR FENCE POST, BEING AN ANGLE POINT HEREOF AND OF SAID 50.16 ACRES;

THENCE NORTH 62°40'19" WEST (NORTH 64°15' WEST), ALONG THE SOUTH LINE OF THIS 113.96 ACRE TRACT OF LAND AND OF SAID 150.00 ACRES, AND THE NORTH LINE OF SAID 50.16 ACRES, A DISTANCE OF 477.26 FEET (485.0 FEET) TO A 1/2" REBAR FOUND BEING AN ANGLE POINT HEREOF AND A MONUMENT OF DIGNITY FOR THE RE-CONSTRUCTION OF THE EAST LINE OF SAID 50.16 ACRE TRACT;

THENCE SOUTH 84°23'51" WEST (SOUTH 85°30' WEST)), ALONG THE SOUTH LINE OF THIS 113.96 ACRE TRACT OF LAND AND OF SAID 150.00 ACRES, AND THE NORTH LINE OF SAID 50.16 ACRES, AT 772.58'

PASSING THE NORTHWEST CORNER OF SAID 50.16 ACRES AND THE NORTHEAST CORNER OF 16.89 ACRES CONVEYED TO KCW INTERESTS, LLC. IN VOLUME 499, PAGE 0495, O.P.R.B.C.T., IN ALL A DISTANCE OF 867.38 FEET (859.44 FEET) TO A 5" METAL FENCE POST BEING AN ANGLE POINT IN THE SOUTH LINE HEREOF AND IN THE NORTH LINE OF SAID 16.89 ACRES;

THENCE NORTH 81°25'37" WEST (NORTH 80°30' WEST), ALONG THE SOUTH LINE OF THIS 113.96 ACRE TRACT OF LAND AND OF SAID 150.00 ACRES, AND THE NORTH LINE OF SAID 16.89 ACRES, WITH A DISTANCE OF 471.23 FEET (536.11') TO A MAG NAIL SET IN CONCRETE WITH WASHER STAMPED "WILLIS" BEING THE SOUTHWEST CORNER HEREOF BEING THE NORTHWEST CORNER OF SAID 16.89 ACRES AND BEING IN THE EAST RIGHT-OF-WAY OF SAID U.S. HIGHWAY NO. 281 FROM WHICH, A CONCRETE HIGHWAY MONUMENT BEARS ALONG A CURVE TO THE RIGHT WITH AN ARC LENGTH OF, 10.10 FEET A RADIUS OF, 5789.58 FEET AND A CHORD BEARING AND DISTANCE OF, SOUTH 29°43'26" WEST 10.10 FEET BEING ANOTHER MONUMENT OF DIGNITY FOR THE RE-CONSTRUCTION OF SAID HIGHWAY RIGHT-OF-WAY;

THENCE ALONG SAID EAST HIGHWAY RIGHT-OF-WAY, THE WEST LINE OF THIS 113.96 ACRE TRACT OF LAND AND OF SAID 150.00 ACRES, WITH A CURVE TO THE LEFT WITH AN ARC LENGTH OF, 804.95 FEET (805.00 FEET) A RAIDUS OF, 5789.58 FEET (5789.58 FEET) AND A CHORD BEARING AND DISTANCE OF, NORTH 25°41'27" EAST 804.30 FEET TO A CONCRETE HIGHWAY MONUMENT FOUND BEING AN ANGLE POINT HEREOF AND BEING ANOTHER MONUMENT OF DIGNITY FOR THE RE-CONSTRUCTION OF SAID HIGHWAY RIGHT-OF-WAY;

THENCE NORTH 21°50'44" EAST (NORTH 22°37' EAST), ALONG THE WEST LINE OF THIS 113.96 ACRE TRACT OF LAND AND OF SAID 150.00 ACRES AND THE EAST RIGHT-OF WAY LINE OF SAID U.S. HIGHWAY NO. 281, A DISTANCE OF 646.97 FEET TO THE PLACE OF BEGINNING.

Filed this 18 day of Nov 2019  
4:00 p.m.

Laura Walla  
County Clerk, Blanco County, Texas  
By Bruno Heed Deputy

STATE OF TEXAS  
COUNTY OF BLANCO  
I hereby certify that this instrument was FILED in File Number Sequence on the date and the time stamped hereon by me and was duly RECORDED in Official Public records of Blanco County, Texas on

NOV 18 2019



*Laura Walla*  
COUNTY CLERK  
BLANCO COUNTY, TEXAS

193980

FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR THE COMMERCIAL DIVISION OF  
TRINITY OAKS PRESERVE AT ROUND MOUNTAIN

THE STATE OF TEXAS §

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF BLANCO §

This First Amendment to the Declaration of Covenants, Conditions, and Restrictions for the Commercial Division of Trinity Oaks Preserve at Round Mountain ("First Amendment") by 281 Round Mountain, LLC ("Declarant") for the hereinafter purpose, is to be effective as of the date this instrument is filed in the Official Public Records of Blanco County, Texas.

RECITALS

Declarant is the developer of Trinity Oaks Preserve at Round Mountain, Phase One and Phase Two, which administers the terms and provisions of that certain Declaration of Covenants, Conditions, and Restrictions for the Commercial Division of Trinity Oaks Preserve at Round Mountain ("Commercial Declaration"), recorded as Document No. 193894 in the Official Public Records of Blanco County, Texas; and

This First Amendment conforms with the authority of Article 5, Section 5.4 of the Commercial Declaration which provides that Declarant, during the Development Period, reserves the sole and exclusive right, without joinder or consent of any Owner, to amend, restate, modify or repeal, the Commercial Declaration.

NOW THEREFORE, notwithstanding anything contained in the Commercial Declaration to the contrary, said Commercial Declaration is hereby amended to establish Exhibit "A," attached hereto, as a supplement to the Commercial Declaration. Exhibit "A" is intended to control as referenced on Page One of the Commercial Declaration.

In the event of a conflict or discrepancy between the provisions in the Commercial Declaration and the provisions contained in this First Amendment, the provisions herein shall control.

Except as modified by this First Amendment, all other terms and conditions of the Commercial Declaration shall remain in full force and effect.

SIGNED this 18th day of November, 2019, to be effective as of the date this First Amendment is filed for record in the Official Public Records of Blanco County, Texas (the "Effective Date").

**DECLARANT:**

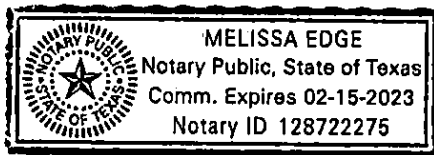
**281 Round Mountain, LLC,  
a Texas limited liability company**

By: Grant Dean, Manager  
Grant Dean, Manager

THE STATE OF TEXAS           §  
  §  
COUNTY OF BURNET           §

**ACKNOWLEDGMENT**

This instrument was acknowledged before me on this 18th day of November, 2019, by Grant Dean, Manager of 281 Round Mountain, LLC, a Texas Limited Liability company, on behalf of said company.



By: M. Edge  
Notary Public, State of Texas

## EXHIBIT "A"

FIELD NOTES TO ACCOMPANY A SURVEY PLAT OF A 113.96 ACRE TRACT OF LAND OUT OF THE JESSE BILLINGSLEY SURVEY, NO. 82, ABSTRACT NO. 57, AND BEING A PORTION OF THAT CERTAIN 150.00 ACRES CONVEYED TO HERMAN L. KAST, VOLUME 79, PAGE 678, DEED RECORDS, BLANCO COUNTY, TEXAS (D.R.B.C.T.). THE BASIS OF BEARING FOR THIS SURVEY IS THE TEXAS STATE PLANE GRID, CENTRAL ZONE, NAD 83. ( ) DENOTES RECORD INFORMATION

BEGINNING AT A MAG NAIL SET IN CONCRETE WITH WASHER STAMPED "WILLIS" AT THE BASE OF A 3" PIPE POST, BEING THE NORTHWEST CORNER OF THIS 113.96 ACRE TRACT OF LAND AND BEING THE SOUTHWEST CORNER OF A PORTION OF 70.0 ACRES CONVEYED TO PAMELA K. PAYNE AND BILLY JACK PAYNE RECORDED IN VOLUME 0238, PAGE 939, OFFICIAL PUBLIC RECORDS, BLANCO COUNTY, TEXAS (O.P.R.B.C.T.) AND BEING IN THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY NO. 281 CONVEYED TO STATE OF TEXAS RECORDED IN VOLUME 66, PAGE 285, D.R.B.C.T. AND BEING IN THE WEST LINE OF SAID 150.00 ACRES, FROM WHICH A CONCRETE HIGHWAY MONUMENT FOUND BEARS NORTH 21°50'44" EAST 2770.10 FEET, FOR A MONUMENT OF DIGNITY FOR THE RE-CONSTRUCTION OF SAID HIGHWAY RIGHT-OF-WAY, AND A 1/2" REBAR FOUND WITH CAP STAMPED "SURVTEX LLC" BEARS S89°51'23"W 0.58';

THENCE NORTH 89°51'23" EAST (NORTH 89°22'21" EAST) ALONG THE NORTH LINE OF THIS 113.96 ACRE TRACT OF LAND AND THE SOUTH LINE OF SAID 70.0 ACRES, A DISTANCE OF 2150.81 FEET (2150.81 FEET) TO A 1/2" REBAR SET WITH CAP STAMPED "WILLIS" AT THE BASE OF A 3" PIPE POST, BEING THE NORTHEAST CORNER HEREOF AND THE NORTHWEST CORNER OF 7.03 ACRES CONVEYED TO GARY D. HULSEY AND JANICE M. HULSEY RECORDED IN VOLUME 107, PAGE 426, O.P.R.B.C.T. AND BEING AN ANGLE POINT IN THE SOUTH LINE OF 10.00 ACRES CONVEYED TO BAY MARINA AND SPORTS CENTER, INC., RECORDED IN VOLUME 530, PAGE 0934, O.P.R.B.C.T. FROM WITCH A 1/2" REBAR FOUND WITH CAP STAMPED "5421" AT THE SOUTHWEST CORNER OF SAID 10.00 ACRES, BEARS S89°51'23"W 251.45' FOR A MONUMENT OF DIGNITY FOR THE RE-CONSTRUCTION OF THE SOUTH LINE OF SAID 70.00 ACRES;

THENCE SOUTH 01°57'05" WEST (SOUTH 03°57'00" WEST), ALONG THE EAST LINE OF THIS 113.96 ACRE TRACT OF LAND AND THE WEST LINE OF SAID 7.03 ACRES, A DISTANCE OF 491.90 FEET (491.90 FEET) TO A 1/2" REBAR SET WITH CAP STAMPED "WILLIS" AT THE BASE OF A 3" PIPE POST, BEING AN ANGLE POINT HEREOF;

THENCE NORTH 62°41'05" EAST (NORTH 64°41'00" EAST), ALONG THE EAST LINE OF THIS 113.96 ACRE TRACT OF LAND AND THE WEST LINE OF SAID 7.03 ACRES, A DISTANCE OF 116.74 FEET (116.74 FEET) TO A 1/2" REBAR SET WITH CAP STAMPED "WILLIS" AT THE BASE OF A 3" PIPE POST, BEING AN ANGLE POINT HEREOF;

THENCE SOUTH 21°22'55" EAST (SOUTH 19°23'00" EAST), ALONG THE EAST LINE OF THIS 113.96 ACRE TRACT OF LAND AND THE WEST LINE OF SAID 7.03 ACRES, A DISTANCE OF 383.16 FEET (383.16 FEET) TO A 1/2" REBAR SET WITH CAP STAMPED "WILLIS" AT THE BASE OF A 4" PIPE POST, BEING AN ANGLE POINT HEREOF;

THENCE NORTH 63°08'22" EAST (NORTH 64°59'00" EAST), ALONG THE EAST LINE OF THIS 113.96 ACRE TRACT OF LAND AND THE SOUTH LINE OF SAID 7.03 ACRES, A DISTANCE OF 254.96 FEET (254.96 FEET) TO A MAG NAIL SET IN CONCRETE WITH WASHER STAMPED "WILLIS" AT THE BASE OF A 4" PIPE POST, BEING AN ANGLE POINT IN THE WEST FENCED RIGHT-OF-WAY LINE OF BLANCO COUNTY ROAD NO. 305 AND BEING IN THE EAST LINE OF SAID 150.00 ACRES;

THENCE SOUTH 01°53'35" EAST (SOUTH), ALONG THE EAST LINE OF THIS 113.96 ACRE TRACT OF LAND AND OF SAID 150.00 ACRES AND WITH THE WEST FENCED RIGHT-OF-WAY LINE OF SAID BLANCO

COUNTY ROAD NO. 305, A DISTANCE OF 1545.61 FEET TO A MAG NAIL SET IN CONCRETE WITH WASHER STAMPED "WILLIS" AT THE BASE OF A 4" PIPE POST, BEING THE SOUTHEAST CORNER HEREOF AND OF SAID 150.00 ACRES AND BEING THE NORTHEAST CORNER OF A PORTION OF 40.00 ACRES CONVEYED TO JAMES WOODCOOK AND MELISSA WOODCOOK RECORDED IN DOCUMENT NO. 20170054, O.P.R.B.C.T., FROM WHICH, A 1/2" REBAR FOUND WITH CAP STAMPED "HLS 5263" AT THE NORTHEAST CORNER OF 10.00 ACRES OUT OF SAID 40.00 ACRES RECORDED IN DOCUMENT NO. 20170581, O.P.R.B.C.T., BEARS SOUTH 01°58'25" EAST 921.49 FEET FOR A MONUMENT OF DIGNITY FOR THE RE-CONSTRUCTION OF THE SOUTHEAST CORNER HEREOF;

THENCE SOUTH 88°28'37" WEST (WEST), ALONG THE SOUTH LINE OF THIS 113.96 ACRE TRACT OF LAND AND OF SAID 150.00 ACRES, THE NORTH LINE OF SAID 40.00 ACRES, WITH A DISTANCE OF 1379.87 FEET (1380.0 FEET) TO A 1/2" REBAR SET WITH CAP STAMPED "WILLIS" AT THE BASE OF A 5" PIPE POST, BEING THE MOST SOUTHERLY SOUTHWEST CORNER HEREOF, AND THE MOST NORTHERLY SOUTHEAST CORNER OF 50.16 ACRES CONVEYED TO ELBERT NICHOLS AND MARIE NICHOLS RECORDED IN VOLUME 146, PAGE 533, O.P.R.B.C.T.;

THENCE NORTH 01°42'36" EAST (NORTH), ALONG THE WEST LINE OF THIS 113.96 ACRE TRACT OF LAND AND OF SAID 150.00 ACRES, AND THE EAST LINE OF SAID 50.16 ACRES, A DISTANCE OF 245.12 FEET (244.44 FEET) TO A 1/2" REBAR FOUND BEING AN ANGLE POINT HEREOF AND A MONUMENT OF DIGNITY FOR THE RE-CONSTRUCTION OF THE EAST LINE OF SAID 50.16 ACRE TRACT;

THENCE NORTH 55°41'19" WEST (NORTH 53°30' WEST), ALONG THE WEST LINE OF THIS 113.96 ACRE TRACT OF LAND AND OF SAID 150.00 ACRES, AND THE EAST LINE OF SAID 50.16 ACRES, A DISTANCE OF 339.01 FEET (335.0 FEET) TO A 1/2" REBAR SET WITH CAP STAMPED "WILLIS" BEING AN ANGLE POINT HEREOF AND OF SAID 50.16 ACRES;

THENCE NORTH 28°54'09" EAST (NORTH 29°15' EAST), ALONG THE WEST LINE OF THIS 113.96 ACRE TRACT OF LAND AND OF SAID 150.00 ACRES, AND THE EAST LINE OF SAID 50.16 ACRES, A DISTANCE OF 330.81 FEET (329.16 FEET) TO A MAG NAIL SET WITH WASHER STAMPED "WILLIS" IN THE SIDE OF A FALLEN CEDAR FENCE POST, BEING AN ANGLE POINT HEREOF AND OF SAID 50.16 ACRES;

THENCE NORTH 62°40'19" WEST (NORTH 64°15' WEST), ALONG THE SOUTH LINE OF THIS 113.96 ACRE TRACT OF LAND AND OF SAID 150.00 ACRES, AND THE NORTH LINE OF SAID 50.16 ACRES, A DISTANCE OF 477.26 FEET (485.0 FEET) TO A 1/2" REBAR FOUND BEING AN ANGLE POINT HEREOF AND A MONUMENT OF DIGNITY FOR THE RE-CONSTRUCTION OF THE EAST LINE OF SAID 50.16 ACRE TRACT;

THENCE SOUTH 84°23'51" WEST (SOUTH 85°30' WEST)), ALONG THE SOUTH LINE OF THIS 113.96 ACRE TRACT OF LAND AND OF SAID 150.00 ACRES, AND THE NORTH LINE OF SAID 50.16 ACRES, AT 772.58'

PASSING THE NORTHWEST CORNER OF SAID 50.16 ACRES AND THE NORTHEAST CORNER OF 16.89 ACRES CONVEYED TO KCW INTERESTS, LLC. IN VOLUME 499, PAGE 0495, O.P.R.B.C.T., IN ALL A DISTANCE OF 867.38 FEET (859.44 FEET) TO A 5" METAL FENCE POST BEING AN ANGLE POINT IN THE SOUTH LINE HEREOF AND IN THE NORTH LINE OF SAID 16.89 ACRES;

THENCE NORTH 81°25'37" WEST (NORTH 80°30' WEST), ALONG THE SOUTH LINE OF THIS 113.96 ACRE TRACT OF LAND AND OF SAID 150.00 ACRES, AND THE NORTH LINE OF SAID 16.89 ACRES, WITH A DISTANCE OF 471.23 FEET (536.11') TO A MAG NAIL SET IN CONCRETE WITH WASHER STAMPED "WILLIS" BEING THE SOUTHWEST CORNER HEREOF BEING THE NORTHWEST CORNER OF SAID 16.89 ACRES AND BEING IN THE EAST RIGHT-OF-WAY OF SAID U.S. HIGHWAY NO. 281 FROM WHICH, A CONCRETE HIGHWAY MONUMENT BEARS ALONG A CURVE TO THE RIGHT WITH AN ARC LENGTH OF, 10.10 FEET A RADIUS OF, 5789.58 FEET AND A CHORD BEARING AND DISTANCE OF, SOUTH 29°43'26" WEST 10.10 FEET BEING ANOTHER MONUMENT OF DIGNITY FOR THE RE-CONSTRUCTION OF SAID HIGHWAY RIGHT-OF-WAY;

THENCE ALONG SAID EAST HIGHWAY RIGHT-OF-WAY, THE WEST LINE OF THIS 113.96 ACRE TRACT OF LAND AND OF SAID 150.00 ACRES, WITH A CURVE TO THE LEFT WITH AN ARC LENGTH OF, 804.95 FEET (805.00 FEET) A RAIDUS OF, 5789.58 FEET (5789.58 FEET) AND A CHORD BEARING AND DISTANCE OF, NORTH 25°41'27" EAST 804.30 FEET TO A CONCRETE HIGHWAY MONUMENT FOUND BEING AN ANGLE POINT HEREOF AND BEING ANOTHER MONUMENT OF DIGNITY FOR THE RE-CONSTRUCTION OF SAID HIGHWAY RIGHT-OF-WAY;

THENCE NORTH 21°50'44" EAST (NORTH 22°37' EAST), ALONG THE WEST LINE OF THIS 113.96 ACRE TRACT OF LAND AND OF SAID 150.00 ACRES AND THE EAST RIGHT-OF WAY LINE OF SAID U.S. HIGHWAY NO. 281, A DISTANCE OF 646.97 FEET TO THE PLACE OF BEGINNING.

Filed this 18 day of Nov 2019  
4:02 p.m.

Laura Walla  
County Clerk, Blanco County, Texas  
By Laura Walla Deputy

STATE OF TEXAS  
COUNTY OF BLANCO  
I hereby certify that this instrument was FILED in File Number Sequence on the date and the time stamped hereon by me and was duly RECORDED in Official Public records of Blanco County, Texas on

NOV 18 2019



Laura Walla  
COUNTY CLERK  
BLANCO COUNTY, TEXAS

FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE RESIDENTIAL DIVISION OF TRINITY OAKS PRESERVE AT ROUND MOUNTAIN

THE STATE OF TEXAS §  
COUNTY OF BLANCO §

KNOW ALL PERSONS BY THESE PRESENTS:

This First Amendment to the Declaration of Covenants, Conditions, and Restrictions for the Residential Division of Trinity Oaks Preserve at Round Mountain ("First Amendment") by 281 Round Mountain, LLC ("Declarant") for the hereinafter purpose, is to be effective as of the date this instrument is filed in the Official Public Records of Blanco County, Texas.

RECITALS

Declarant is the developer of Trinity Oaks Preserve at Round Mountain, Phase One and Phase Two, which administers the terms and provisions of that certain Declaration of Covenants, Conditions, and Restrictions for the Residential Division of Trinity Oaks Preserve at Round Mountain ("Residential Declaration"), recorded as Document No. 193896 in the Official Public Records of Blanco County, Texas; and

This First Amendment conforms with the authority of Article 4, Section 4.4 of the Residential Declaration which provides that Declarant, during the Development Period, reserves the sole and exclusive right, without joinder or consent of any Owner, to amend, restate, modify or repeal, the Residential Declaration.

NOW THEREFORE, notwithstanding anything contained in the Residential Declaration to the contrary, said Residential Declaration is hereby amended to establish Exhibit "A," attached hereto, as a supplement to the Residential Declaration. Exhibit "A" is intended to control as referenced on Page One of the Residential Declaration.

In the event of a conflict or discrepancy between the provisions in the Residential Declaration and the provisions contained in this First Amendment, the provisions herein shall control.

Except as modified by this First Amendment, all other terms and conditions of the Residential Declaration shall remain in full force and effect.

SIGNED this 18<sup>th</sup> day of November, 2019, to be effective as of the date this First Amendment is filed for record in the Official Public Records of Blanco County, Texas (the "Effective Date").

**DECLARANT:**

**281 Round Mountain, LLC,  
a Texas limited liability company**

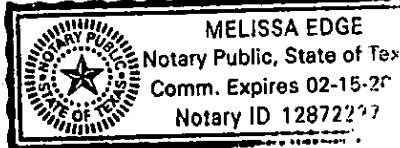
By: *Grant Dean*, Manager  
Grant Dean, Manager

THE STATE OF TEXAS           §  
  §  
COUNTY OF BURNET         §

**ACKNOWLEDGMENT**

This instrument was acknowledged before me on this 18<sup>th</sup> day of November, 2019, by Grant Dean, Manager of 281 Round Mountain, LLC, a Texas Limited Liability company, on behalf of said company.

By: *M. Edge*  
Notary Public, State of Texas



## EXHIBIT "A"

FIELD NOTES TO ACCOMPANY A SURVEY PLAT OF A 113.96 ACRE TRACT OF LAND OUT OF THE JESSE BILLINGSLEY SURVEY, NO. 82, ABSTRACT NO. 57, AND BEING A PORTION OF THAT CERTAIN 150.00 ACRES CONVEYED TO HERMAN L. KAST, VOLUME 79, PAGE 678, DEED RECORDS, BLANCO COUNTY, TEXAS (D.R.B.C.T.). THE BASIS OF BEARING FOR THIS SURVEY IS THE TEXAS STATE PLANE GRID, CENTRAL ZONE, NAD 83. ( ) DENOTES RECORD INFORMATION

BEGINNING AT A MAG NAIL SET IN CONCRETE WITH WASHER STAMPED "WILLIS" AT THE BASE OF A 3" PIPE POST, BEING THE NORTHWEST CORNER OF THIS 113.96 ACRE TRACT OF LAND AND BEING THE SOUTHWEST CORNER OF A PORTION OF 70.0 ACRES CONVEYED TO PAMELA K. PAYNE AND BILLY JACK PAYNE RECORDED IN VOLUME 0238, PAGE 939, OFFICIAL PUBLIC RECORDS, BLANCO COUNTY, TEXAS (O.P.R.B.C.T.) AND BEING IN THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY NO. 281 CONVEYED TO STATE OF TEXAS RECORDED IN VOLUME 66, PAGE 285, D.R.B.C.T. AND BEING IN THE WEST LINE OF SAID 150.00 ACRES, FROM WHICH A CONCRETE HIGHWAY MONUMENT FOUND BEARS NORTH 21°50'44" EAST 2770.10 FEET, FOR A MONUMENT OF DIGNITY FOR THE RE-CONSTRUCTION OF SAID HIGHWAY RIGHT-OF-WAY, AND A 1/2" REBAR FOUND WITH CAP STAMPED "SURVTEX LLC" BEARS S89°51'23"W 0.58';

THENCE NORTH 89°51'23" EAST (NORTH 89°22'21" EAST) ALONG THE NORTH LINE OF THIS 113.96 ACRE TRACT OF LAND AND THE SOUTH LINE OF SAID 70.0 ACRES, A DISTANCE OF 2150.81 FEET (2150.81 FEET) TO A 1/2" REBAR SET WITH CAP STAMPED "WILLIS" AT THE BASE OF A 3" PIPE POST, BEING THE NORTHEAST CORNER HEREOF AND THE NORTHWEST CORNER OF 7.03 ACRES CONVEYED TO GARY D. HULSEY AND JANICE M. HULSEY RECORDED IN VOLUME 107, PAGE 426, O.P.R.B.C.T. AND BEING AN ANGLE POINT IN THE SOUTH LINE OF 10.00 ACRES CONVEYED TO BAY MARINA AND SPORTS CENTER, INC., RECORDED IN VOLUME 530, PAGE 0934, O.P.R.B.C.T. FROM WITCH A 1/2" REBAR FOUND WITH CAP STAMPED "5421" AT THE SOUTHWEST CORNER OF SAID 10.00 ACRES, BEARS S89°51'23"W 251.45' FOR A MONUMENT OF DIGNITY FOR THE RE-CONSTRUCTION OF THE SOUTH LINE OF SAID 70.00 ACRES;

THENCE SOUTH 01°57'05" WEST (SOUTH 03°57'00" WEST), ALONG THE EAST LINE OF THIS 113.96 ACRE TRACT OF LAND AND THE WEST LINE OF SAID 7.03 ACRES, A DISTANCE OF 491.90 FEET (491.90 FEET) TO A 1/2" REBAR SET WITH CAP STAMPED "WILLIS" AT THE BASE OF A 3" PIPE POST, BEING AN ANGLE POINT HEREOF;

THENCE NORTH 62°41'05" EAST (NORTH 64°41'00" EAST), ALONG THE EAST LINE OF THIS 113.96 ACRE TRACT OF LAND AND THE WEST LINE OF SAID 7.03 ACRES, A DISTANCE OF 116.74 FEET (116.74 FEET) TO A 1/2" REBAR SET WITH CAP STAMPED "WILLIS" AT THE BASE OF A 3" PIPE POST, BEING AN ANGLE POINT HEREOF;

THENCE SOUTH 21°22'55" EAST (SOUTH 19°23'00" EAST), ALONG THE EAST LINE OF THIS 113.96 ACRE TRACT OF LAND AND THE WEST LINE OF SAID 7.03 ACRES, A DISTANCE OF 383.16 FEET (383.16 FEET) TO A 1/2" REBAR SET WITH CAP STAMPED "WILLIS" AT THE BASE OF A 4" PIPE POST, BEING AN ANGLE POINT HEREOF;

THENCE NORTH 63°08'22" EAST (NORTH 64°59'00" EAST), ALONG THE EAST LINE OF THIS 113.96 ACRE TRACT OF LAND AND THE SOUTH LINE OF SAID 7.03 ACRES, A DISTANCE OF 254.96 FEET (254.96 FEET) TO A MAG NAIL SET IN CONCRETE WITH WASHER STAMPED "WILLIS" AT THE BASE OF A 4" PIPE POST, BEING AN ANGLE POINT IN THE WEST FENCED RIGHT-OF-WAY LINE OF BLANCO COUNTY ROAD NO. 305 AND BEING IN THE EAST LINE OF SAID 150.00 ACRES;

THENCE SOUTH 01°53'35" EAST (SOUTH), ALONG THE EAST LINE OF THIS 113.96 ACRE TRACT OF LAND AND OF SAID 150.00 ACRES AND WITH THE WEST FENCED RIGHT-OF-WAY LINE OF SAID BLANCO

COUNTY ROAD NO. 305, A DISTANCE OF 1545.61 FEET TO A MAG NAIL SET IN CONCRETE WITH WASHER STAMPED "WILLIS" AT THE BASE OF A 4" PIPE POST, BEING THE SOUTHEAST CORNER HEREOF AND OF SAID 150.00 ACRES AND BEING THE NORTHEAST CORNER OF A PORTION OF 40.00 ACRES CONVEYED TO JAMES WOODCOOK AND MELISSA WOODCOOK RECORDED IN DOCUMENT NO. 20170054, O.P.R.B.C.T., FROM WHICH, A 1/2" REBAR FOUND WITH CAP STAMPED "HLS 5263" AT THE NORTHEAST CORNER OF 10.00 ACRES OUT OF SAID 40.00 ACRES RECORDED IN DOCUMENT NO. 20170581, O.P.R.B.C.T., BEARS SOUTH 01°58'25" EAST 921.49 FEET FOR A MONUMENT OF DIGNITY FOR THE RE-CONSTRUCTION OF THE SOUTHEAST CORNER HEREOF;

THENCE SOUTH 88°28'37" WEST (WEST), ALONG THE SOUTH LINE OF THIS 113.96 ACRE TRACT OF LAND AND OF SAID 150.00 ACRES, THE NORTH LINE OF SAID 40.00 ACRES, WITH A DISTANCE OF 1379.87 FEET (1380.0 FEET) TO A 1/2" REBAR SET WITH CAP STAMPED "WILLIS" AT THE BASE OF A 5" PIPE POST, BEING THE MOST SOUTHERLY SOUTHWEST CORNER HEREOF, AND THE MOST NORTHERLY SOUTHEAST CORNER OF 50.16 ACRES CONVEYED TO ELBERT NICHOLS AND MARIE NICHOLS RECORDED IN VOLUME 146, PAGE 533, O.P.R.B.C.T.;

THENCE NORTH 01°42'36" EAST (NORTH), ALONG THE WEST LINE OF THIS 113.96 ACRE TRACT OF LAND AND OF SAID 150.00 ACRES, AND THE EAST LINE OF SAID 50.16 ACRES, A DISTANCE OF 245.12 FEET (244.44 FEET) TO A 1/2" REBAR FOUND BEING AN ANGLE POINT HEREOF AND A MONUMENT OF DIGNITY FOR THE RE-CONSTRUCTION OF THE EAST LINE OF SAID 50.16 ACRE TRACT;

THENCE NORTH 55°41'19" WEST (NORTH 53°30' WEST), ALONG THE WEST LINE OF THIS 113.96 ACRE TRACT OF LAND AND OF SAID 150.00 ACRES, AND THE EAST LINE OF SAID 50.16 ACRES, A DISTANCE OF 339.01 FEET (335.0 FEET) TO A 1/2" REBAR SET WITH CAP STAMPED "WILLIS" BEING AN ANGLE POINT HEREOF AND OF SAID 50.16 ACRES;

THENCE NORTH 28°54'09" EAST (NORTH 29°15' EAST), ALONG THE WEST LINE OF THIS 113.96 ACRE TRACT OF LAND AND OF SAID 150.00 ACRES, AND THE EAST LINE OF SAID 50.16 ACRES, A DISTANCE OF 330.81 FEET (329.16 FEET) TO A MAG NAIL SET WITH WASHER STAMPED "WILLIS" IN THE SIDE OF A FALLEN CEDAR FENCE POST, BEING AN ANGLE POINT HEREOF AND OF SAID 50.16 ACRES;

THENCE NORTH 62°40'19" WEST (NORTH 64°15' WEST), ALONG THE SOUTH LINE OF THIS 113.96 ACRE TRACT OF LAND AND OF SAID 150.00 ACRES, AND THE NORTH LINE OF SAID 50.16 ACRES, A DISTANCE OF 477.26 FEET (485.0 FEET) TO A 1/2" REBAR FOUND BEING AN ANGLE POINT HEREOF AND A MONUMENT OF DIGNITY FOR THE RE-CONSTRUCTION OF THE EAST LINE OF SAID 50.16 ACRE TRACT;

THENCE SOUTH 84°23'51" WEST (SOUTH 85°30' WEST)), ALONG THE SOUTH LINE OF THIS 113.96 ACRE TRACT OF LAND AND OF SAID 150.00 ACRES, AND THE NORTH LINE OF SAID 50.16 ACRES, AT 772.58'

PASSING THE NORTHWEST CORNER OF SAID 50.16 ACRES AND THE NORTHEAST CORNER OF 16.89 ACRES CONVEYED TO KCW INTERESTS, LLC. IN VOLUME 499, PAGE 0495, O.P.R.B.C.T., IN ALL A DISTANCE OF 867.38 FEET (859.44 FEET) TO A 5" METAL FENCE POST BEING AN ANGLE POINT IN THE SOUTH LINE HEREOF AND IN THE NORTH LINE OF SAID 16.89 ACRES;

THENCE NORTH 81°25'37" WEST (NORTH 80°30' WEST), ALONG THE SOUTH LINE OF THIS 113.96 ACRE TRACT OF LAND AND OF SAID 150.00 ACRES, AND THE NORTH LINE OF SAID 16.89 ACRES, WITH A DISTANCE OF 471.23 FEET (536.11') TO A MAG NAIL SET IN CONCRETE WITH WASHER STAMPED "WILLIS" BEING THE SOUTHWEST CORNER HEREOF BEING THE NORTHWEST CORNER OF SAID 16.89 ACRES AND BEING IN THE EAST RIGHT-OF-WAY OF SAID U.S. HIGHWAY NO. 281 FROM WHICH, A CONCRETE HIGHWAY MONUMENT BEARS ALONG A CURVE TO THE RIGHT WITH AN ARC LENGTH OF, 10.10 FEET A RADIUS OF, 5789.58 FEET AND A CHORD BEARING AND DISTANCE OF, SOUTH 29°43'26" WEST 10.10 FEET BEING ANOTHER MONUMENT OF DIGNITY FOR THE RE-CONSTRUCTION OF SAID HIGHWAY RIGHT-OF-WAY;

THENCE ALONG SAID EAST HIGHWAY RIGHT-OF-WAY, THE WEST LINE OF THIS 113.96 ACRE TRACT OF LAND AND OF SAID 150.00 ACRES, WITH A CURVE TO THE LEFT WITH AN ARC LENGTH OF, 804.95 FEET (805.00 FEET) A RAIDUS OF, 5789.58 FEET (5789.58 FEET) AND A CHORD BEARING AND DISTANCE OF, NORTH 25°41'27" EAST 804.30 FEET TO A CONCRETE HIGHWAY MONUMENT FOUND BEING AN ANGLE POINT HEREOF AND BEING ANOTHER MONUMENT OF DIGNITY FOR THE RE-CONSTRUCTION OF SAID HIGHWAY RIGHT-OF-WAY;

THENCE NORTH 21°50'44" EAST (NORTH 22°37' EAST), ALONG THE WEST LINE OF THIS 113.96 ACRE TRACT OF LAND AND OF SAID 150.00 ACRES AND THE EAST RIGHT-OF WAY LINE OF SAID U.S. HIGHWAY NO. 281, A DISTANCE OF 646.97 FEET TO THE PLACE OF BEGINNING.

Filed this 18 day of Nov 20 19  
4:04 p.m.

Laura Walla  
County Clerk, Blanco County, Texas  
By [Signature] Deputy

STATE OF TEXAS  
COUNTY OF BLANCO  
I hereby certify that this instrument was FILED in File Number Sequence on the date and the time stamped hereon by me and was duly RECORDED in Official Public records of Blanco County, Texas on

NOV 18 2019



[Signature]  
COUNTY CLERK  
BLANCO COUNTY, TEXAS

**SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR THE RESIDENTIAL DIVISION OF  
TRINITY OAKS PRESERVE AT ROUND MOUNTAIN**

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Records of Blanco County, Texas, and the original Declaration of Covenants, Conditions and Restrictions for the Residential Division of Trinity Oaks Preserve at Round Mountain recorded as Document No. 193896 in the Official Public Records of Blanco County, Texas, and is hereby amended pursuant to the authority reserved to Declarant during the Development Period;

NOW THEREFORE, Declarant hereby renews, extends, amends, restates, adopts, establishes, and imposes upon the Subdivision the following reservations, easements, restrictions, covenants, and conditions, which shall run with the land and title or interest therein, and shall be binding upon the Owners of any portion of the Subdivision and any Tracts located thereon and their respective heirs, executors, administrators, devisees, successors and assigns and shall inure to the benefit of the Owners of any portion of the Subdivision and their respective successors, grantees and assigns, whether set out in full or incorporated by reference in any deed or other instrument of conveyance. This Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Residential Division of Trinity Oaks Preserve at Round Mountain is to be effective as of and from and after the date this document is filed for record in the Official Public Records of Blanco County, Texas (the "Effective Date" hereof).

**ARTICLE I.**  
**DEFINITIONS**

1.1 "ACC" shall mean the Architectural Control Committee appointed by the Declarant during the Development Period and the Board of the Association thereafter, to approve or disapprove improvements to be constructed on a Tract pursuant to the Master Declaration (as hereinafter defined).

1.2 "Association" shall mean and refer to any property owners' association provided for in the Master Declaration, its successors and assigns.

1.3 "Ballot" means an official solicitation e-mailed to all of the Owners at the direction of the President of the Board at least thirty (30) days prior to the date upon which the applicable vote is to be taken providing the voting options available to each Owner as it regards each individual resolution. Each Ballot shall also provide an option by which the Owner may assign their right to vote to a designated proxy entitling them to cast the Owner's vote at the sole discretion of the person to whom the Owner's proxy has been assigned.

1.4 "Board" or "Board of the Association" refers to the governing body of the Association.

1.5 "Building Envelope" shall mean the area containing the main residence and all structures on a Tract as approved by the ACC. The Building Envelope on any Tract may be any size, subject to the approval of the ACC.

1.6 "Bylaws" shall mean the duly adopted bylaws of the Association as the same may be amended from time to time.

1.7 "Commercial Common Area" shall mean all portions of tracts thirty-one (31) through thirty-four (34), as shown on the Plat (as defined hereinafter), and improvements constructed thereon, owned by the Association for the mutual benefit of the Owners of the Subdivision and/or the owners of tracts thirty-one (31) through thirty-four (34). Common Area shall also include any land and/or improvements conveyed, leased, dedicated or assigned by Declarant, or by a third party with the Association's consent, to the Association for maintenance and operation, including but not limited to private roads, streets, easements, parkways, walkways, trees, plants, vegetation, fences, ponds, drainage, irrigation, lighting, mailboxes, and signage within the property and any entrance and/or landscaping for the main entrance to the property.

1.8 "Common Area" shall mean all portions of this residential Subdivision and improvements constructed thereon owned by the Association for the benefit of and for the common use and enjoyment of the Owners. Common Area shall also include any land and/or improvements conveyed, leased, dedicated or assigned by Declarant, or by a third party with the Association's consent, to the Association for maintenance and operation, including but not limited to private roads, streets, easements, parkways, walkways, trees, plants, vegetation, parks, trails, paths, fences, and ponds within the Subdivision and any entrance and/or landscaping for the main entrance to the Subdivision.

1.9 "Declarant" shall mean and refer to 281 ROUND MOUNTAIN, LLC and its successors or assigns (whether immediate or remote), as successor Owner of all or a portion of the Tracts in an undeveloped state, but shall not include any purchaser of one or more developed Tracts. For the purposes of this Declaration, "developed Tract" shall mean any parcel of land subdivided out of the Subdivision and not owned by Declarant.

1.10 "Development" shall mean and refer to the real property encumbered by the Master Declaration (as hereinafter defined) as of the effective date of that original Declaration recorded as Document No. 193895 in the Official Public Records of Blanco County, Texas, and (b) such additions thereto as may hereafter be brought within the jurisdiction of that Declaration as permitted therein.

1.11 "Development Period" means the period commencing on the effective date of the original Master Declaration recorded as Document No. 193895 in the Official Public Records of Blanco County, Texas and continuing until the earlier to occur of: (i) the date on which Declarant no longer owns any portion of the Development, or (ii) the date on which Declarant files a notice of the termination of the Development Period in the Official Public Records of Blanco County, Texas. During the Development Period, Declarant reserves the right to (a) facilitate the development, construction and marketing of the Development, (b) direct the size, shape, and composition of the Development, and (c) exercise the rights and privileges of the Declarant pursuant to the Master Declaration and this or any other Development Area Declaration.

1.12 “Main Roads” shall mean Morning Dew Drive, Mr. Charlie Lane, and Lilly Lane, as shown on the Plat.

1.13 “Master Declaration” shall mean that certain Master Declaration of Covenants, Conditions, and Restrictions of Trinity Oaks Preserve at Round Mountain recorded in the Official Public Records of Blanco County, Texas, as the same may be amended from time to time.

1.14 “Out Buildings” shall mean any structures on a Tract other than a single-family residential dwelling, including but not limited to sheds, barns, barndominiums, storage buildings and detached guest houses.

1.15 “Owner” or “Owners” shall mean and refer to the record owner(s), whether one or more persons or entities, of a fee simple title to any Tract out of the Subdivision, but excluding those having such interest merely as security for the performance of an obligation.

1.16 “Plat” shall mean the plat of the Development recorded at Volume 3, Pages 260-267 in the Official Public Records of Blanco County, Texas.

1.17 “Subdivision” shall mean and refer to: (a) the real property encumbered by the Declaration as of the Effective Date of this Declaration, and (b) such additions thereto as may hereafter be brought within the jurisdiction of this Declaration as permitted herein.

1.19 “Tract” shall mean and refer to any parcel or plat of land out of the Subdivision and/or shown upon the Plat but excluding tract five (5) on the Plat and any and all other Common Area.

**ARTICLE II.**  
**USE RESTRICTIONS AND ARCHITECTURAL CONTROLS**

2.1 Permitted Uses. Each Tract shall only be used primarily for single-family residential purposes and secondarily for agricultural use as permitted hereafter.

2.2 Restrictions on Residences and Improvements. All residences and improvements shall comply with the following requirements:

a. Theme and Guidelines. All improvements shall be constructed in a manner consistent with a Texas Hill Country architectural theme, and shall comply with all architectural guidelines established by the ACC.

b. Main Residence. The main residence on each Tract shall be a single-family residential dwelling not to exceed two and half (2-1/2) stories and thirty-five (35) feet in height (measured from the front entry floor elevation to the top of the roof) and shall include a private garage for at least two (2) automobiles and not more than five (5) total vehicles. No garage shall be converted to living space or used in any manner so as to

preclude the parking of automobiles therein, except for temporary usage as approved by Declarant or the ACC.

c. Engineered Foundations. In consideration of possible sub-surface conditions, the main residence on each Tract and any Out Buildings constructed on a Tract shall have stamped, engineered foundations included with site plans and initial drawings submitted for approval.

d. Garages. Each garage constructed on a Tract shall be consistent with the architectural theme of the main structure. An attached garage shall be located a minimum of ten (10) feet behind the front building elevation line. A detached garage must be located thirty (30) feet behind the front building elevation line. Single garage doors are recommended for multi-car garage entry, with a masonry column constructed between the single garage doors, but double doors may be approved by the ACC. Garage construction should be oriented such that doors shall not face directly onto any Main Road of the Subdivision, unless approved by the ACC due to unique topography of the Tract and/or Building Envelope. Additional consideration shall be given by the ACC for Tracts situated on the intersection of two of the Main Roads.

e. Out Buildings. All Out Buildings must be specifically approved by the ACC. Out Buildings (including guest houses or caretakers' quarters as permitted herein) constructed on a Tract shall not exceed the main residence in height and shall not exceed five thousand (5,000) square feet. Out Buildings may be permanently occupied only by a member of the family occupying the main residence on the Tract, employees, and/or domestic servants employed on the Tract. A barn may include a living area (a "barndominium"). All Out Buildings must be set behind the main dwelling. "Behind the main dwelling" means that the front of the Out Buildings must be behind the furthest point of the back of the main dwelling as measured from the nearest Main Road. Out Buildings shall be consistent with the architectural theme of the main residence and built of the same material as the main residence including, but not limited to, the siding, roof, windows, window frames, doors, shutters, etc.

f. Recreational Vehicles; Trailers. Recreational vehicles, such as motor homes or similar recreational vehicles, and trailers for use as a primary residence (temporary or otherwise) are strictly prohibited.

g. Residential Trailers; Etc. Residential trailers, mobile homes, manufactured, and/or modular homes, and tents of any type are strictly prohibited except as follows:

(i) In the event of a fire or an act of nature which causes the main residence to be unlivable, the ACC in its sole discretion may allow a temporary structure to be placed on a Tract to provide living quarters while the main residence is being rebuilt for a period and in a location to be specified by the ACC and specifically approved by the Board of the Association; and

(ii) For use for a community event so designated by Declarant or the Association for a period not to exceed seven (7) days and specifically approved by the Board of the Association.

All of the above exceptions are subject to approval and control by the ACC except where otherwise noted.

h. Carports. Carports are prohibited; however, porte cocheres may be used in combination with detached garages if consistent with theme of the main structure and similar materials are used in its construction.

2.3 Special Restrictions for Elevations and Floor Plans. Any main residence built on a Tract shall meet the following requirements:

a. No main residence front elevation shall be exactly duplicated on any main residence built on another Tract unless approved by the ACC.

b. No floor plan of a main residence on a Tract shall be repeated on a main residence built on another Tract on the same street unless materially modified and/or approved by the ACC.

2.4 Exterior Materials. The exterior materials of the main residential structure and any garage, guest houses, and servants' quarters shall be constructed of brick or stone masonry, stucco, log, hardiplank, cedar, or other natural wood siding. A minimum of fifty (50%) percent of the exterior surface, excluding windows, of the main residence and all Out Buildings shall be native or Texas stone, such minimum being reduced to twenty-five (25%) percent for all Out Buildings. Stone will be defined for purposes herein as naturally occurring and shall not consist of any manufactured materials such as pressed, faux stone or cinder block. The colors of all exterior surfaces shall blend naturally with the native landscape and shall be subject to the approval of the ACC.

2.5 Roofing Materials. The roof of all buildings (including any garage or servants' quarters) shall be metal roof or constructed or covered with a material acceptable to and approved by the ACC. Composition or other shingles shall not be permitted. All roofs on any residence constructed on a Tract shall have no less than a 4'/12' roof slope, unless a unique modern architectural style calling for an alternative roof pitch is approved by the ACC. Any variance from the minimum roof slope requirement dictated by site-specific characteristics (regardless of architectural style) is subject to the approval of the ACC, in its sole discretion. No roof shall be installed with a bright red or otherwise visually offensive color.

2.6 Gutter System. The ACC recommends installing a gutter system that is compatible with any future Rain Water Harvesting System as described in Section 2.28(b) (Rain Water Harvesting).

2.7 Solar Energy Device Restrictions.

a. "Solar Energy Device." As used in this Declaration, "solar energy device" has the meaning assigned by Section 171.107 of the Texas Tax Code, which defines the term as "a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar generated power." The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

b. Permitted and Not Permitted Solar Energy Devices. A solar energy device is not permitted anywhere on a Tract except on the roof of the residence or an Out Building, or in a fenced yard or patio within the Tract. A solar energy device (i) may not extend higher than or beyond the roofline of such structure, (ii) must conform to the slope of the roof and have a top edge that is parallel to the roofline, and (iii) shall not have frames, support brackets and visible piping or wiring that are not a silver, black or bronze tone commonly available in the marketplace. If a solar energy device is mounted on the roof of the residence or an Out Building, it must be in a location designated by the ACC unless an alternate location designated by the Owner increases the estimated annual energy production of the device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten (10%) percent above the energy production of the device if located in an area designated by the ACC. A solar energy device located in a fenced yard or patio shall not be taller than or extend above the fence enclosing the yard or patio. A solar energy device shall not be installed on a Tract in a manner that voids material warranties.

c. Approval of Solar Energy Devices. The ACC encourages environmental sensitivity and the installation of solar energy devices, subject to prior approval of the ACC in accordance with the approval process set out in Article II (ACC Review) of the Master Declaration. The ACC may withhold approval for the installation of a solar energy device if it determines in writing that the placement of the solar energy device, as proposed by the Owner, constitutes a condition that substantially interferes with the use and enjoyment of the Subdivision by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. Additionally, no solar energy device may threaten the public health or safety or violate applicable law. A solar energy device may not be installed in the Common Areas except if approved by the Board.

d. Declarant Disapproval. During the Development Period, the Declarant may withhold approval of the installation of a solar energy device in its sole discretion.

2.8 Minimum Square Footage Within Improvements; Use of Temporary Structures. The living area of the main residence (exclusive of Out Buildings, detached guest houses, porches, garages and caretakers' quarters) shall have not less than two thousand (2,000) square feet of climate-controlled area. Except as provided in Section 2.2 (Restrictions on Residences and Improvements) above, no structures of a temporary character, mobile home, manufactured home, trailer, tent, shack, garage, barn or other Out Buildings shall be built before the main residence or used on any Tract at any time as a primary

residence. Except as provided in Section 2.2(g)(i), the ACC shall NOT be allowed to provide any variance to this requirement.

2.9 Maximum Number of Structures, Square Footage. Construction on any Tract shall be confined to the Building Envelope and within the building setbacks provided elsewhere in this Declaration, except with respect to contiguous Tracts in which the shared property line and utility easement has been removed so that the setbacks shall apply only to the perimeter of the combined Tracts, and also subject to the approval of the ACC within the guidelines specifically provided in this Declaration. The configuration of all structures is subject to the approval of the ACC. The total gross square footage of all vertical structures (including without limitation houses, barns, barndominiums, Out Buildings, and covered areas, but excluding fences, walls, and hedges) on a Tract may not exceed fifteen (15%) percent of the total area of the Tract unless approved by the ACC.

2.10 Location of the Improvements Upon the Tract.

a. No building or other improvements shall be located on any Tract nearer than: (i) fifty (50) feet to the Main Roads, unless otherwise approved by the ACC, (ii) twenty-five (25) feet to the side Tract line, (iii) or twenty-five (25) feet to the rear Tract line, unless otherwise approved by the ACC.

b. No circular drive areas or fencing shall be located on any Tract nearer than thirty (30) feet to the Main Roads. The location of any circular drive or fencing on the front of any Tract shall be subject to the approval by the ACC.

c. Considerations for approval by the ACC for a deviation from these distances may only include the topography of the Tract and existing Trophy Trees [as defined in Section 2.36 (Destruction of Plants, Disturbance of Natural Habitat) below] thereon and be a requirement necessitated by the size of the Building Envelope.

d. The ACC may, in its sole discretion, further define a specific Building Envelope after taking into consideration the view corridors of nearby Tracts.

2.11 Combined Building Site. Any Owner of one or more adjoining Tracts may consolidate such Tracts into one single-family residence building site and may place or construct improvements on such combined building site, in which case setback lines shall be measured from the resulting combined Tract lines rather than from the individual singular Tract lines. The location of the combined Tract setback lines shall be subject to the approval of the ACC. The Owner of a combined building site shall continue to pay assessments and charges on and with respect to each Tract included therein. The Owner shall be responsible for re-platting such adjoining Tracts.

2.12 Easements for Utilities, Drainage, and Sanitary Control. Easements for installation and maintenance of utilities, drainage facilities, and sanitary control are reserved by Declarant as shown on the Plat, and no structure of any kind shall be erected

upon any of said easements. In addition to the easements shown on the Plat, Declarant reserves easements for installation and maintenance of utilities and drainage facilities along the exterior boundaries of the Subdivision, the common boundary lines of the Tracts, the Main Roads, and all private streets and roads surrounding or going through the Subdivision. All such easements shall include an easement over and through each Tract as reasonably necessary in connection with installation and maintenance activities, and are reserved in favor of Declarant and the Association.

It is expressly agreed and understood that the title conveyed to any of the Tracts by deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, electric lighting, electric power, or telephone purposes, and other easements hereafter granted affecting the Tracts. The Owners or the respective Tracts shall not be deemed to own pipes, wires, conduits, or other service lines running through their Tracts which are utilized for or service to other Tracts, but each Owner shall have an easement over and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his Tract.

2.13 Easements for Privacy Fence. Declarant also reserves a permanent easement in favor of Declarant and the Association as reasonably necessary for the installation and maintenance of a privacy fence along the western boundary of the Subdivision, along Tracts ten (10), eleven (11), twelve (12), and thirteen (13) on the Plat, and an easement over and through each Tract as reasonably necessary in connection with such installation and maintenance. The installation of any such fence shall be at the sole discretion of Declarant or the Association, and any such fence shall be owned by the Association.

2.14 Animals. Animals kept or maintained by an Owner shall be limited as follows:

a. Laying Hens. Raising of laying hens shall be permitted; however, commercial poultry operations are strictly prohibited. No more than fifteen (15) hens kept in a coop that is not visible from any Main Roads or adjacent lots per Tract owned may be kept by any Owner, provided that they are not kept, bred or maintained for any commercial purpose. Poultry known to be vocal (such as roosters, guinea fowl, peacocks, ducks or geese) shall not be allowed due to concern for noise pollution. No such pets or animals may be kept if they become a nuisance by virtue of their numbers, sight, odor or noise. If a question arises as to whether any animal (individually or considered together) is a nuisance, the Board of the Association shall make the determination and its determination shall be final and binding on all parties.

b. Dogs, cats or other household pets not to exceed a total of five (5) in number (exclusive of unweaned offspring) may be kept on any Tract so long as they are not kept, bred or maintained for any commercial purpose. All dogs must remain in positive control of the Owner or guest while the dog is outdoors on Owner's Tract. Dogs will not be allowed to roam or molest game animals or roam onto other Tracts not owned by the Owner. If, in the sole discretion of the Declarant or the Board of the Association, a dog is declared a nuisance because of two (2) infractions of these rules, the Owner will be

required to keep the dog on a leash or otherwise restricted so that roaming or molestation cannot occur.

c. FFA, 4-H, or Club/Civic Projects. An FFA, 4-H, or club/civic project may be allowed by the ACC upon written request and approved by the Board of the Association. The documented FFA, 4-H, or club/civic project member of each Owner's family is allowed to have up to the greater of three (3) animals or the number of animals required by the club or association for purposes of the club or association project. Such project shall be limited to rabbits, lambs, goats, or sheep. Cattle, horses, pigs, and any other animal not expressly allowed hereinabove shall be prohibited. The ACC may in its sole discretion deny the request for any reason (i.e., number of animals, type of animal, etc.).

d. Pens; Corrals; Animal Enclosures. All animals (including household pets) and poultry belonging to an Owner shall be kept within such Owner's Tract(s) by pen(s), fence, chicken coop, leash, or other appropriate device, and shall not be allowed outside such Owner's Tract(s). Any pens, corrals, chicken coops, structures, or enclosure of any kind, or any other areas where animals of any kind are kept, shall be subject to the approval of the ACC, must be constructed of new material, must be attractive in appearance, and at all times must be kept neat and clean in appearance, consistent with the requirements herein specified for other improvements (including Section 2.17 (Wall, Fence, and Hedge) below), and reasonably free from odors and shall be periodically sprayed or otherwise treated to restrict and minimize flies and other insects so as not to become a nuisance to the Owners. The pens and other areas may not be visible from the roadways or adjacent Tracts. Screening which is approved by the ACC may be used for any pens and lots. All such improvements must be located behind the main residence and all building setback lines.

2.15 Commercial Activity. Commercial activity, whether or not for profit, and any other activity open to the public, is prohibited. Similarly, commercial use that involves, directly or indirectly, the storage, warehousing and/or distribution of goods or services is prohibited. See also Section 2.38 (Mineral Extraction) below.

2.16 Electric Service and Utility Structure Screening.

a. Electric Service. Each Owner shall be required to install, at such Owner's sole cost and expense, underground electrical service from the electrical distribution line serving the Subdivision to such Owner's main residence and improvements. All installation must meet all applicable county, state and federal building code requirements.

b. Electrical Transformers. Each electrical transformer, once installed, will service two adjacent Tracts. If, at the time an Owner is ready for electric service on such Owner's Tract, a transformer is not yet installed to service that Tract, such Owner shall contract with a licensed electrician of the Owner's choosing to install a transformer at such Owner's sole cost and expense. The construction of such transformer will be a one-time cost that will vary by Tract, dependent upon factors such as, but not limited to, the

electrician chosen by the Owner to install the transformer and the location of the existing transformer enclosure. The Owner shall submit the paid invoice for the installation of the transformer to the Association so that if, at any point thereafter, an adjacent Tract Owner requests electric service from such transformer, the Owner shall be reimbursed by the adjacent Tract Owner for one-half the cost of the transformer. All reimbursements to Owners shall be made through the Association and not directly to the Owner to whom the reimbursement is due.

If a transformer capable of servicing an Owner's Tract has already been installed at the time such Owner is ready for electric service on a Tract, then such Owner may: 1) reimburse the adjacent Tract Owner who paid for installation of such transformer for one-half the cost of the transformer presently servicing the adjacent Tract, or 2) pay one hundred percent of the cost to install an additional transformer to service only such Owner's Tract. The latter option, while available, is not advisable.

If two Owners are ready for electric service on adjacent Tracts simultaneously, a competitive bidding process shall be used to select a licensed electrician to install the transformer to service both adjacent Tracts. Each Owner of such adjacent Tracts shall obtain a bid from an electrician of the Owner's choosing for the installation of a transformer and the Owners shall select the electrician who provided the lowest bid to install the transformer. The Owner whose bid is not selected shall be obligated to reimburse the Owner with the lowest bid for one-half the cost of the transformer. The Owner who obtained the lowest bid shall pay one hundred percent (100%) of the cost of the transformer and submit a paid invoice to the Association to obtain reimbursement for one-half the cost from the adjacent Owner. All reimbursements to Owners shall be made through the Association and not directly to the Owner to whom the reimbursement is due.

c. Utility Structure Screening. Due to the unique topography of some Tracts and/or Building Envelopes, such Tracts may require a meter rack or other additional utility structure as instructed by the applicable utility company. If the utility company requires such meter rack or other structure, such structure shall be screened from view from all Main Roads and adjacent Tracts by native landscaping or an exterior wall consisting of the same masonry as the residence.

2.17 Wall, Fence, and Hedge. As part of the common scheme and plan as shown on the Plat, an Owner is not required to fence such Owner's Tract. Any fence, wall, or hedge to be constructed on a Tract shall be subject to approval by the ACC prior to commencing construction and shall not exceed a height of six (6) feet. Any fence, wall or hedge existing on a Tract at the time Declarant conveys such Tract to an initial Owner, including the existing exterior perimeter fencing, shall convey with title to the Tract, and thereafter the Owner of such Tract shall maintain such fence, wall or hedge. The privacy fence as described in Section 2.13 (Easements for Privacy Fence) shall be an exception to the foregoing. Hurricane-type or chain-link fences are strictly prohibited, and no variance for same will be granted; provided, subject to approval (and conditions as specified) by the ACC, game proof and/or protective fencing may be allowed around garden and play areas and individual plants.

Privacy fencing, including but not limited to cedar plank privacy fencing and vinyl privacy fencing, shall be prohibited on any Tract except as follows: 1) Privacy fencing shall be permitted in accordance with Section 2.13 (Easements for Privacy Fence); and 2) Cedar plank privacy fencing shall be allowed in the locations specified on the plat map attached hereto as Exhibit "B." Stone or stucco privacy wall around yards or pools may be permitted, subject to approval by the ACC.

An Owner may construct a security (privacy) gate as an integral part of a fence erected along Main Road frontage of the Owner's Tract which shall be consistent with the community's architectural theme and shall be composed of building materials consisting of native or Texas stone, cedar, logs, other hard woods and/or steel pipe. The ACC shall be informed as to the composition and architecture of the proposed fence and gate prior to construction but shall not oppose any reasonable plan which is consistent with the overall plan for the specific building site.

2.18 Driveways. All driveways must be asphalt, concrete, or brick pavers. Alternatively, driveways may be gravel, road base material, crushed limestone, or other similar materials, so long as the materials are retained by a curb no less than four (4) inches wide. Driveway aprons (that portion of the driveway extending from the property line of each Tract, through the right-of-way, to the paved surface of any Main Road) must be asphalt, concrete, or brick pavers. Driveway aprons must be a minimum of thirty (30) feet from the paved surface of any Main Road in to the Tract and a minimum of twelve (12) feet wide. Width, curvature, material, and all aspects of construction and materials of driveways shall be subject to ACC approval. The driveway must be completed before occupying the residence. Drainage pipe, if required, shall have a diameter of not less than eighteen (18) inches unless a variance is approved by the ACC due to specific topography conditions.

2.19 No Alternate Driveways. All driveways in to a Tract shall be from a Main Road in the Subdivision. Any driveways from the exterior perimeter of the Property are expressly prohibited.

2.20 Storage of Vehicles. No vehicles or similar equipment may be parked or stored in any area visible from any Main Road within the Subdivision, except that passenger automobiles, motorcycles, passenger vans and pick-up trucks may be parked in any garage or on an Owner's driveway if such vehicle (i) has not greater than one (1) ton in carrying capacity; (ii) has fewer than three (3) axles; (iii) is in operating condition with valid license and inspection stickers; AND (iv) is generally in place for daily use as a motor vehicle on the streets and highways of the State of Texas. No abandoned, derelict or inoperable vehicles may be stored or located on any Tract or a street within the Subdivision except within an enclosed garage. No dismantling or assembling of motor vehicles, boats, trailers, recreational vehicles, or other machinery or equipment will be permitted in any driveway or portions of any Tract that are visible from any street within the Subdivision, with the exception of vehicles used for the maintenance of Common Area as conducted at the direction of the Board of the Association. No vehicles of any

type may be driven or parked in the Common Area or any easement overnight. For purposes of this requirement, "overnight" shall be defined as the time from 10 p.m. through 6 a.m., local time zone.

a. Boats, Trailers, Commercial and Recreational Vehicles. No boat trailers, boats, travel trailers, motor homes, campers, tractors, recreational vehicles, vehicles with more than two (2) axles or greater than one (1) ton carrying capacity, and/or equipment or accessories related thereto of any kind may be kept on any Tract, unless such vehicle, equipment, accessory and item is in operable condition and such vehicle, equipment, accessory and item is either (i) kept fully enclosed within a garage located on such Tract; (ii) kept fully screened from view from all Main Roads by a screening structure or fencing approved by the ACC; (iii) temporarily parked on a street within the Subdivision or on a Tract for the purpose of loading or unloading; or (iv) a commercial vehicle that is in use for the construction, maintenance or repair of improvements in the immediate vicinity and previously approved by the ACC in accordance with Article II (ACC Review) of the Master Declaration. "Temporarily parked" shall mean less than sixteen (16) hours and shall not include "overnight" hours as defined in the paragraph above. The Board of the Association shall have the sole and absolute authority to determine from time to time whether an item is in operable condition and complies with the requirements of clauses (i) through (iv) above in this paragraph. Upon an adverse determination by the Board of the Association, the Owner shall immediately cause the item to be removed and/or otherwise brought into compliance with this paragraph. Notwithstanding any provision herein, no trucks or vehicles of any size that transport inflammatory or explosive cargo may be kept in the Subdivision at any time. No motorized vehicle of any type may be used in the Common Areas of the Subdivision with the exception of the following areas: (i) any access path to the pavilion specifically meant for motorized vehicles, (ii) a street or road in the Subdivision, or (iii) a designated parking area in the Common Area.

b. Special Motorized Vehicles or SMVs. The Association may adopt rules and regulations concerning the use of motorcycles, go-karts, mini-bikes, mopeds, dirt bikes, all-terrain vehicles ("ATVs") and golf carts, (collectively, "SMVs"), and may, in its sole discretion, restrict or prohibit their use if such operation creates a fire and/or safety hazard, excessive noise, or unacceptable annoyance to the Owners.

2.21 Tract Maintenance, Dumping. The Owner of each Tract shall at all times (i) keep weeds and grass thereon cut in a sanitary, healthful, attractive manner and (ii) maintain all brush and tree canopy consistent with proper wildlife habitat management. In no event shall any Tract be used for storage of material and/or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The accumulation of garbage, trash, or rubbish of any kind and the burning (except as such burning is permitted by law) of any such materials is prohibited. Each Owner shall arrange for at least weekly garbage, rubbish and trash pickup from such Owner's Tract as long as such service is not provided and required by a municipality. The Association may, at its option, require each Owner to purchase trash service from one service and charge for such service as part of the assessments described in Article III

(Covenant for Maintenance Assessments) of the Master Declaration. Maintaining includes, but is not limited to, mowing the drainage ditches and keeping all easement areas within each Tract clean and free of debris and trash in accordance with Association guidelines. No Tract or other area in the Subdivision shall be used as a dumping ground for construction rubbish or a site for the accumulation of unsightly materials of any kind, including but not limited to broken or rusty equipment, disassembled or inoperative cars and discarded appliances and furniture. Trash, garbage or other waste shall not be kept except in sanitary containers. If any improvement or Tract is damaged or destroyed by casualty or otherwise, the Owner thereof shall be obligated to remove or repair same and shall comply with the applicable provisions of Article II (ACC Review) of the Master Declaration.

Each Owner understands that the easements for the Main Roads may be wider than the actual paved surface of the Main Roads, as shown on the Plat. Each Owner shall be solely responsible for the maintenance of any driveway from a Main Road to such Owner's Tract, from that point where such driveway exits the Tract to that point where it ties into the Main Road pavement, and shall maintain the grass height on such Tract and the easement and/or ditch area along each Main Road that borders such Tract up to the Main Road pavement, as specified by the Association. The Board may, at its sole discretion, initiate mowing and weed management along such Main Roads within such easements, the cost of which shall be expensed by the Association as part of the annual dues paid by each member of the Association. Mowing and weed management shall be bid out competitively by the Board and will include the entire surface area to be mowed within the Subdivision to include Common Areas and select easements. Scheduling and frequency of mowing and weed management shall be at the sole discretion of the Board.

In the event of default on the part of any Owner in observing any of the above requirements, and if such default continues after ten (10) days' written notice thereof to such Owner, Declarant or the Association may without liability, in trespass or otherwise, to such Owner, but without being under any duty to do so, enter upon said Tract, cut or cause to be cut such weeds and grass, remove or cause to be removed such garbage, trash and rubbish, and/or do any other thing necessary to secure compliance with this Declaration and to place said Tract in a neat, attractive, healthful and sanitary condition, and may charge such Owner for the cost of such work. Each Owner is obligated for and agrees to pay any such charges as provided in Article III (Covenant for Maintenance Assessments) of the Master Declaration.

2.22 Trash Containers. Trash containers, dumpsters or any object holding or storing trash must be kept in a clean and sanitary condition, must be located and screened in a manner approved by the ACC, and must be out of sight of all streets and roads surrounding or going through the Subdivision. Storing or placing trash containers, dumpsters, or any object holding or storing trash adjacent to or within view of a Main Road is strictly prohibited, except during construction of improvements and as approved by the ACC.

Moveable trash containers may be put at a driveway entrance to the Tract the night before or the morning of a scheduled trash pickup. The moveable containers shall be removed from the road area the same day of the trash pickup.

2.23 Mail Boxes, Newspaper Holders. Owners shall be required to use the mailboxes provided by the Association located at the main entrance gate to the Development and as such shall not install mailboxes or newspaper holders.

2.24 Antennas, Satellite Dishes. No antenna or similar device of any type shall be erected, constructed, placed or permitted to remain on any Tract, residence, or structure except as otherwise provided herein. No portion of any Tract shall be sold, leased, conveyed, or in any manner transferred for use as a wireless or cellular communication facility. Declarant shall provide internet/media connections to each Tract as part of the infrastructure of the Subdivision. Each Owner shall be responsible for connecting, at such Owner's sole cost and expense, these services to such Owner's main residence and improvements.

The following antennas and satellite dishes are not permitted:

- (i) antennas or dishes that only transmit signals;
- (ii) antennas or dishes that interfere with reception of video signals by other Owners;
- (iii) antennas or dishes mounted on roofs or buildings, except as provided herein;
- (iv) antennas or dishes in Common Areas; and
- (v) dishes greater than one (1) meter in diameter.

Unless prohibited above, an antenna or satellite dish may be installed only (a) inside the attic, garage or living area of a residence or (b) outside in the back yard or side yard of a residence. However, the ACC may in its discretion allow antennas or dishes to be mounted on the back half of a roof (the portion of the roof furthest from the street). Outside installation is allowed only if the plans and specifications for location, attachment, safety and screening are approved in writing by the ACC for compliance with the following standards.

The antenna or satellite dish must:

- (i) be properly bolted and secured in a workmanlike manner;
- (ii) be located behind the residence or behind a solid wall, fence or perennial landscaping in the side yard or back yard of a residence;
- (iii) be screened by the above fence or landscaping, to the greatest extent reasonably possible, in order to prevent the antenna or dish from being seen from any street, Common Area or neighboring residence;
- (iv) be no higher than the fence or landscaping that is screening it from view; and
- (v) not be located within any building setback lines.

Each Owner is liable for all damages to Association property, personal property, animals and persons caused by such Owner's installation and use of any antenna or dish.

These location, installation and screening requirements are based on aesthetics, non-interference with reception by neighbors, preservation of property values, and safety considerations, including avoidance of injury or property damage from improperly installed or otherwise dangerous antennas or dishes.

2.25 **Septic System.** Prior to occupancy of a residence or residential improvements on any Tract, the Owner of such Tract shall construct, install, and maintain on such Tract a septic tank and soil absorption system in accordance with the specifications for same as established by the laws of the State of Texas and the rules and regulations of the Association, Blanco County, Texas and any other governing authority having jurisdiction over the same. Such construction and installation shall be performed by a septic system contractor licensed by the State of Texas. If such septic system complies with such specifications, but still emits foul or noxious odors or unsafe substance onto streets, ditches or adjoining Tracts, such system shall be modified as specified by the ACC so as to eliminate such foul or noxious odors or unsafe substance. Aerobic septic systems are not permitted unless approved by the ACC upon written request due to documented soil quality or other concerns.

2.26 **Propane Tanks.** Propane tanks must be installed by a propane provider licensed by the State of Texas and in accordance with all appropriate codes regulating the same. If installed above ground, then tanks must be located behind the rear building line of the main residence and screened from view from all Main Roads and adjacent Tracts with an exterior screen wall consisting of the same masonry as the residence or other such material as approved by the ACC.

2.27 **Outdoor Equipment.** Outdoor equipment such as HVAC compressors shall be screened from view from all Main Roads and adjacent Tracts with an exterior screen wall consisting of the same masonry as the residence or other such material as approved by the ACC.

2.28 **Water System; Rain Water Harvesting.**

a. **Public Water System.** Declarant shall construct a water system in order to provide water supplies necessary to serve the Subdivision (the "Water System"). All water mains and pipes and other equipment necessary for the operation and maintenance of the Water System shall be located within the Utility Easements described in Section 2.12 (Easements for Utilities, Drainage, and Sanitary Control). *Corix Utilities, 1812 Centre Creek Drive, Suite 100, Austin, Texas 78754*, shall be responsible for the operational requirements and ongoing maintenance of the Water System. The Water System shall be the sole source of potable water for the Subdivision, and no well may be constructed on any Tract for the purpose of providing domestic water supply.

Each Owner, at such Owner's sole cost and expense, shall be responsible for connecting such Owner's main residence and improvements to the Water System and a **\$1,500 tap fee** shall be assessed for such connection. The tap fee shall be due and payable at the time of closing on such Owner's Tract, but no monthly fees shall be incurred until construction has commenced on such Tract.

b. Rain Water Harvesting. The Association and the ACC encourage environmental sensitivity and preservation of scarce resources, such as water. Rain water harvesting is permitted, subject to the following and to the Association's rules and/or guidelines for any rain water harvesting system ("RWHS") constructed above ground; none of the following restrictions shall apply to any underground RWHS installed by Owner:

(i) Location. Any RWHS shall be located behind the rear building line of the main residence and within fifty (50) feet from the residence. The location of any RWHS shall be identified on the site plan submitted to the ACC and must be approved by the ACC.

(ii) Color. The exterior color of the RWHS should adhere to the Texas Hill Country theme and must be approved by the ACC.

(iii) Height. The height of the RWHS shall be no more than eight (8) feet from the ground to its top.

(iv) Native Trophy Trees. The location of the RWHS on the Tract shall seek to preserve Trophy Trees (as defined in Section 2.36 (Destruction of Plants, Disturbance of Natural Habitat) below).

(v) View Corridor. A view corridor from any adjacent or nearby Tract shall be considered in the RWHS location decision on a Tract. The intent is to reduce any view corridor interference impacting any adjacent or nearby Tract.

2.29 Signs, Billboards, Displayed Objects, and Flags. No sign, billboard, emblem, object, display, or flag of any kind shall be placed or displayed on any Tract or mounted, painted or attached to any residence, Out Building, fence or other improvement upon such Tract so as to be visible from public view without approval of the ACC except as set forth below. The Association may remove any item displayed in violation of this Section 2.29 (Signs, Billboards, Displayed Objects, and Flags).

a. For Sale Signs. An Owner may erect one (1) sign not exceeding six (6) square feet in area, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground advertising the property for sale.

b. Declarant's and Builders' Signs. Signs or billboards may be erected by Declarant or, with permission of Declarant, by any builder of a residence in the Subdivision.

c. Legally Required Signs. Signs required for legal proceedings may be displayed.

d. Political Signs. An Owner may erect one (1) political sign not exceeding six (6) square feet in area on such Owner's Tract advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal, provided that such sign shall not be erected more than ninety (90) days in advance of an election to which signs pertain and are removed within fifteen (15) days after such election.

e. Other Signs. An Owner may erect one or more signs that shall be no larger than two (2) feet by three (3) feet, unless otherwise approved by the ACC, the placement, number, and design of which do not significantly diminish the scenic character of the Subdivision. All such signs shall be subject to approval by the ACC.

f. Address markers. Residential structures must have one (1), but no more than one (1), lighted address marker (ACC-approved yard marker that has on it the house address number clearly displayed for emergency personnel) no less than fifteen (15) feet from the edge of the road or more than twenty-five (25) feet from the front property line. Such marker shall not exceed four (4) feet in height and shall be constructed of brick or stone masonry, log, cedar, or other natural wood, or such other material as approved by the ACC, and shall be consistent with the architectural theme of the main structure.

Address marker lights shall use Dark Sky Lighting systems [as defined in Section 2.30 (Outside Lighting) below] or shall use a solar light recommended by the Association or such other light approved by the ACC. Any light that was neither recommended by the Association, nor approved by the ACC prior to its installation, is prohibited. Each address marker light shall be kept in good working order and maintained by the owner.

g. Religious Items and Emblems. An Owner may display religious items and emblems on the entry door or door frame of such Owner's residence if such display is motivated by such Owner's sincere religious belief, provided that such displays do not (i) threaten the public health or safety, (ii) violate applicable law, (iii) contain language, graphics, or any display that is patently offensive to a passerby, or (iv) extend past the outer edge of the door frame of the Owner's residence.

h. Flags. An Owner may display the official flag of the United States of America, the State of Texas, or any branch of the United States armed forces, or such other flag specifically approved by the ACC, in accordance with this Section 2.29 (Signs, Billboards, Displayed Objects, and Flags). The flag of the United States of America must be displayed in accordance with 4 U.S.C. Sections 5-10. The flag of the State of Texas must be displayed in accordance with Chapter 3100, Texas Government Code. A flagpole attached to a dwelling or a freestanding flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling. The display of a flag, and the location and construction of the supporting flagpole, must comply with applicable zoning ordinances,

easements, and setbacks of record. A flag and the flagpole on which it is flown must be maintained by such Owner in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced, or removed by such Owner. No more than three (3) flagpoles may be constructed on a Tract, and no flagpole may exceed more than twenty (20) feet in height and may not be erected on the roof of any structure. Flags may not be displayed that exceed a dimension of five (5) feet in height by eight (8) feet in width. The particular location of flagpoles and any lighting used to illuminate a flag must be approved by the ACC. The external halyard of a flagpole may not create noise that can be heard more than twenty-five (25) feet from the flagpole, or within the interior of any home or other structure in the Subdivision. No Owner may install a flag or flagpole on property that is owned or maintained by the Association or owned in common by the members of the Association.

2.30 Outside Lighting. The outside lighting plan for each Tract shall be approved by the ACC, and shall utilize Dark Sky Lighting systems (as defined below) to the maximum extent practicable. "Dark Sky Lighting system" means any light fixture used for exterior illumination must be fully shielded, pointed downward, and placed in a manner so that the light source is not directly visible from any other properties or public roadways. In order to reduce glare and light trespass into neighboring lands and to reduce negative impacts to wildlife, exterior illumination shall be restricted to light sources with a Correlated Color Temperature of 2,700K or less. As used herein, "Fully Shielded" means no direct uplight (i.e., no light emitted above the horizontal plane running through the lowest point on the fixture where light is emitted). The use of streetlights should be held to a minimum. The use of reflective surfaces should always be considered as an alternative to streetlights.

Subdued and directed architectural lighting shall be allowed, subject to the prior approval of the ACC. All lighting should be directed downward and be utilized for the Owners' safety at night.

2.31 Outdoor Structures.

a. Children's Trampolines, Playscapes and Playhouses: Children's trampolines, playscapes and playhouses must meet the following specifications:

- (i) be properly constructed in a workmanlike manner;
- (ii) be located behind the residence or behind a solid wall, fence or perennial landscaping in the side yard of a residence;
- (iii) be screened by the above fence or landscaping, to the greatest extent reasonably possible, in order to prevent the structure from being seen from any Main Road, Common Area or neighboring residence; and
- (iv) not be located within any building setback lines.

Children's playhouses and playscapes shall not exceed eight (8) feet in height. Children's playhouses must be no greater in size than ninety-six (96) square feet.

The location, installation and screening requirements are based on aesthetics and preservation of property values.

b. Basketball Goals: Permanent basketball goals require ACC approval. Basketball goals shall not be mounted on any residence or Out Building. Portable basketball goals require NO ACC approval, but such goals must meet the following specifications:

(i) if stored outdoors, must be stored in an upright position out of the street and on the residence Tract; and

(ii) must be properly maintained.

c. Greenhouses: ACC approval of greenhouses is required and greenhouses may be no more than fourteen (14) feet at the highest point.

d. Gazebos/Arbors: ACC approval of gazebos and arbors is required and such structures may be no more than twenty (20) feet at the highest point.

e. Swimming Pools: ACC approval of swimming pools is required and swimming pools must be "in-ground" in nature. Pre-fabricated or above-ground pools shall NOT be permitted. All pools must be constructed behind the rear building line of the residence, not visible from the Main Roads or adjacent Tracts unless approved by the ACC due to unique topography or layout of the homesite.

The initial filling of all swimming pools must be provided by an outside source and not using the Water System in the Property. Using the Water System for maintenance of the water level of swimming pools shall be permitted.

f. Outside Color Change, Remodel: ACC approval is required for any outside color change of any improvement, and any remodel of any improvement.

2.32 Quality Workmanship. All improvements and structures including but not limited to homes, garages, barns, barndominiums, fences, sheds, storage buildings, and other improvements shall be constructed of quality material and in a workmanlike manner. All improvements shall be kept weatherproofed by painting or such other method as may be necessary and appropriate, and none of the improvements shall be allowed to deteriorate to the detriment of the Subdivision as a whole.

2.33 Watering Restrictions. All Owners shall comply with all rules and guidelines of the Association and of all governmental authorities having jurisdiction over water usage, including without limitation Blanco County and the Blanco-Pedernales Groundwater Conservation District.

2.34 Drip Irrigation System. Drip irrigation systems are highly recommended for any landscaped area on a Tract.

2.35 Hydrology, Drainage. An Owner must request in written form and seek and obtain written approval from the ACC prior to any and all construction of any lake, pond or other body of water. No activity may be conducted that pollutes or contributes to the pollution of land or water, above ground or underground.

Drainage on each Tract shall follow the natural drainage to the street, utility easement or natural grade elevations. Each Owner is responsible for managing the surface drainage of such Owner's Tract. The general grading, slope and drainage plan of a Tract may not be altered without written permission of the ACC and any approvals which may be required from any governmental body or agency having authority to grant such approval.

2.36 Destruction of Plants; Disturbance of Natural Habitat. Within the Building Envelope on each Tract, the Owner of such Tract may, with prior approval by the ACC, cut and remove diseased trees, shrubs and plants, cut firebreaks and clear for construction of improvements. Owners may also, with prior approval by the ACC, cut and remove trees, shrubs or plants to accommodate habitat management activities (including removal of ash juniper (cedar) and/or removal of oak trees pursuant to an oak wilt prevention program approved by the Association), to maintain allowed existing improvements and/or as necessary to facilitate the construction of improvements on the Tract. No pruning or removal of any species of oak trees shall be conducted between February 1<sup>st</sup> and June 30<sup>th</sup>. Violation of this rule shall be subject to a \$1,500 fine per occurrence. Subject to all restrictions set forth in this Declaration, wildlife habitat and wetland enhancements are acceptable physical alterations to a Tract; provided, any dams, ponds, or water improvements shall be subject to approval (and conditions as specified) by the ACC. Prior to undertaking any enhancement activities, a plan describing enhancements must be submitted to the ACC for approval. In case of wetlands alterations, individuals proposing alterations must ensure full compliance with all applicable wetland regulations including the National Clean Water Act and all engineering and water rights requirements for the Texas Commission on Environmental Quality. Trees and vegetation outside of the Building Envelope may not be removed or altered without prior approval of the ACC. Removing or altering any part of the existing native habitat running along the drainage easement (as shown on the Plat) and the exterior perimeter of the property shall be strictly prohibited. In general, Trophy Trees (as defined below) shall be retained and preserved whenever practical. A "Trophy Tree" shall be defined as a native live oak, post oak, elm or pecan greater than six (6) caliper inches in diameter three (3) feet above the ground.

The Association may from time to time establish rules and guidelines pertaining to the prevention and/or treatment of oak wilt. In such event, each Owner shall comply with such rules and guidelines.

2.37 Prohibition of Trade and Offensive Activities. No retail, industrial, multifamily, office, mixed use, or commercial construction or use is allowed on any Tract. Any and all commercial development and commercial business is strictly prohibited. Noxious or offensive activities of any sort including loud noises or anything done on any Tract that may be or may become a nuisance to the neighborhood shall not be permitted.

2.38 Mineral Extraction. The excavation, mining, or removal of soil, sand, gravel, rock, peat, sod, or other surface materials or minerals by any surface mining method is prohibited, except that construction materials, such as rock, dirt, sand, and gravel, may be taken for the purposes of maintaining existing roads and facilities or in connection with other activity permitted herein in the Subdivision to the extent permitted by applicable law. Mining or production of subsurface minerals, such as oil and gas, and the drilling of water wells is strictly prohibited. This provision shall not apply to Declarant's drilling of water wells or any other activity related to the construction of the Public Water System.

2.39 Leasing. No residence or Tract may be leased for transient purposes or for less than thirty (30) days. All leases shall be subject to this Declaration, the Bylaws, and any rules, regulations, and guidelines of the Association. The Association shall have the authority to evict tenants of Owners after reasonable notice for substantial or repeated violations of this Declaration, the Bylaws, or any rules, regulations, or guidelines of the Association. The Association shall have the authority to enforce this Declaration, the Bylaws, or any rule, regulation, or guideline provisions against an Owner's tenants, including collection of fines for violations by the tenant of this Declaration, the Bylaws, or any rules, regulations, or guidelines of the Association. Owners are liable for all fines levied against their tenants and their tenants' guests or invitees. No Owner may lease (for barter or monetary amounts) any part of such Owner's residence (such as leasing a bedroom to a boarder) with the exception of live-in domestic help in association with customary residential purposes.

2.40 Firearms and Archery. No pistol, rifle, shotgun or any other firearm or explosives shall be discharged on any part of the Subdivision, except (a) for the protection of the Owners and their property or animals from predators or nuisance varmints in a lawful manner and (b) that fireworks shall be allowed as determined by drought conditions and subject to any burn ban issued by any governmental authority having jurisdiction over the prohibition of outdoor burning. The Association may adopt rules and regulations concerning the use of firearms in the Subdivision. RECREATIONAL HUNTING WITH ANY TYPE OF FIREARM OR BOW AND ARROW IS STRICTLY PROHIBITED IN ORDER TO PROMOTE SAFETY. FIREARMS AND BOWS/ARROWS OF ANY KIND ARE STRICTLY PROHIBITED IN THE COMMON AREA FOR ANY REASON.

2.41 Deer Feeders. During the Development Period, Declarant shall maintain wildlife management practices, including the placement and maintenance of deer feeders in the Common Area. However, deer feeders shall not be permitted on any Tract in the Subdivision. Limiting the number and location of feeders in the Subdivision avoids large

amounts of grain being fed to deer, which could attract other unwanted animals such as feral hogs.

**ARTICLE III.**  
**COMMON AREA**

3.1 Common Area's Purpose. Certain Common Areas of the Property, and Improvements constructed or installed on those Common Areas, shall be maintained by the Association for the use, pleasure, enjoyment and outdoor recreation of all Owners. Common Areas shall include, but shall not be limited to, tract five (5) as shown on the Plat, which shall contain the pavilion and pond.

3.2 Association's Easement Over and Across Common Area. Declarant hereby grants unto the Association, a perpetual easement over and across the Common Area for the purposes of accessing and maintaining the Common Areas and constructing or installing, and maintaining, the Improvements thereon.

3.3 Owner's Right of Use and Easement of Enjoyment. Every Owner shall have a right to use and an easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Tract, subject to the provisions of this Declaration, the Bylaws, any rules, regulations or guidelines of the Association, and other governing documents. Every Owner shall have the right to ingress and egress over, upon, and across the Common Area necessary for access to any portion of his or her Tract, and such rights shall be appurtenant to and pass with the title to each Tract.

3.4 Owner's Right of Use and Easement of Enjoyment to Commercial Common Area. Every Owner shall have a right to use and an easement of enjoyment in and to the Commercial Common Area, which shall be appurtenant to and shall pass with the title to every Tract, subject to the provisions of this Declaration, the Bylaws, any rules, regulations or guidelines of the Association, and other governing documents. Every Owner shall have the right to ingress and egress over, upon, and across the Commercial Common Area necessary for access in to and out of the Subdivision, and such rights shall be appurtenant to and pass with the title to each Tract.

3.5 Use Restrictions for Common Area. The Association, or the Declarant prior to the end of the Development Period, shall have the right to prescribe rules and guidelines governing and restricting use of the Common Area. No Owner shall use the Common Area in any manner that would (a) interfere with their purpose, (b) constitute a public or private nuisance, (c) interfere with the use and enjoyment of other Owners, or (d) violate any of the following unless approved by the Association or the Declarant:

a. No cutting or removal of any trees, plants, bushes, or any of the natural vegetation and habitat in the Common Area is allowed, without the written approval of the Board of the Association.

b. No altering of the soils, embankments, hills, creeks, streams and land in the Common Area is allowed.

c. No buildings or structures, temporary or permanent, shall ever be erected, placed or permitted on the Common Area.

d. No tents, inflatable equipment of any type, or dining facilities for more than ten (10) people, may be placed on the Common Area without the prior written approval of the Board of the Association.

e. No boat or flotation device not owned by the Association may be left unattended on the Common Area.

f. No hunting, trapping, capturing, caging, interference with or killing of any animals in the Common Area is allowed for any reason. **No firearms of any kind are allowed in the Common Area.**

g. No gasoline, diesel, electric, or internal combustion motors of any type on any boat or watercraft shall be allowed on the pond.

h. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to the Common Area for any reason in connection with the use or maintenance of the Common Area; provided however, such machinery or equipment may be placed, operated or maintained by any governmental or quasi-governmental agency or by a public utility in the performance of its legitimate functions.

i. No sign, advertisement, billboard, or advertising structure of any kind shall be placed, maintained or displayed on the Common Area.

j. SMVs may not be operated by an unlicensed driver on any of the Main Roads in the Subdivision or on any of the Common Areas, unless accompanied by an adult licensed driver at least twenty-one (21) years old. SMVs may not be operated in the Common Area after sunset.

3.6 Common Area Fees. The Association shall manage, operate, care for, maintain, and repair all Common Areas and keep the same in a safe, attractive, and desirable condition for the use and enjoyment of the Owners. The Association shall have the right to charge reasonable fees for the use of the Common Area in order to manage, operate, care for, maintain, and repair the same.

3.7 Land Adjacent to the Common Area. For all land within each Tract that is adjacent to the Common Area, all landscaping shall be designed so as to protect and promote, as far as practicable, the natural local landscape environment through use of native materials, natural drainage, indigenous plant selection, and site design. All

landscaping design shall be subject to the applicable provisions of this Declaration, and shall:

a. Whenever possible, save and incorporate all existing trees with trunk diameters of four (4) or more inches. To insure the viability of these trees, soil compacting, trenching and/or cut and fill shall be avoided, to the greatest extent possible, in the area defined by the trees' drip line.

b. Maintain or enhance, wherever possible, existing vegetation within drainage easements to prevent erosion, siltation, or runoff augmented by development.

3.8 Association Facilities on Common Area. At the sole discretion of the Declarant or the Association, Association facilities may be installed on the Common Area.

3.9 Declarant's Conveyances to Association. Conveyance of property to the Association by the Declarant to be Common Area does not require and is not contingent upon the consent or acceptance of the Association in order to be effective. The Board of Directors of the Association is authorized to approve and/or negotiate terms and conditions proposed by Declarant for such conveyances by the Declarant to the Association.

#### **ARTICLE IV. GENERAL PROVISIONS**

4.1 Enforcement. All restrictions, conditions, covenants, reservations, and charges now or hereafter imposed by the provisions of this Declaration shall run with the land. The Association, the ACC, Declarant, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, and charges now or hereafter imposed by the provisions of this Declaration. Failure by Declarant, the Association, any Owner, or any other party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

All rights and authority granted to Declarant hereunder shall continue until the termination of the Development Period, as set forth in Section 1.11 (Development Period) above. On such date, all rights and authority granted to Declarant hereunder shall vest in, and thereafter be exercised by, the Association, except for rights and authority which by their terms cease to exist hereunder on or prior to such date. Declarant may assign any or all of its rights and authority as Declarant hereunder to any person or entity until the termination of the Development Period by written assignment duly recorded in the Official Public Records of Blanco County, Texas, a copy of which shall be delivered to the Board of the Association. Conveyance by Declarant of a property interest alone shall not constitute an assignment of Declarant's rights and authority as Declarant hereunder.

4.2 Traffic Rules. All persons must obey all traffic signs, all posted speed limits, and all other rules promulgated by the Association throughout the Subdivision. Unless otherwise posted, the speed limit on all roads in the Subdivision is fifteen (15) miles per hour.

4.3 Delegation of Use. Subject to the Bylaws, rules, regulations, and/or guidelines of the Association, any Owner may delegate his right of enjoyment to the Common Area and facilities, if any, to the members of his family, and when accompanied by such Owner or a family member, to any of his invitees and guests who reside on or occupy such Owner's Tract or enter the Subdivision. Owners may not hold events for commercial purposes. Declarant may host events for potential landowners and/or real estate professionals for the purpose of marketing unsold Tracts in the Subdivision.

4.4 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of fifty (50) years from the Effective Date of this Declaration, after which time they shall be automatically extended for successive periods of twenty (20) years. This Declaration shall be subject to amendment as follows:

a. By Declarant. Declarant, during the Development Period, reserves the sole and exclusive right, without joinder or consent of any Owner, to (i) amend, restate, modify or repeal, this Declaration, the Bylaws, and any rules, regulations, or guidelines of the Association; (ii) amend, revise, modify, or vacate any Plat; and (iii) annex and subject any other property to the scheme of this Declaration, provided that any annexation is not inconsistent with the scheme of the Subdivision. This Declaration, the Bylaws, or any rules, regulations, or guidelines of the Subdivision may not be amended during the period of time between which Declarant loses the majority of voting rights and the time a new Board of Directors of the Association, consisting of Owner Members, assumes office.

b. By Members of the Association. This Declaration may be amended or restated by the written agreement or by signed Ballots voting for such of not less than sixty-seven (67%) percent of all of the members of the Association. There shall be one (1) vote per Tract. Anyone owning more than one Tract shall have one (1) vote for each Tract owned. Such amendment must be approved by said members of the Association within three hundred sixty-five (365) days of the date the first member executes such amendment. Otherwise, such amendment shall fail. If the amendment is adopted it shall bind and affect the respective Tracts whose members shall approve such amendment from the time after the date such amendment is approved by each member. The date a member's signature is acknowledged shall constitute *prima facie* evidence of the date of execution and adoption of said amendment by such member. Those members entitled to cast not less than sixty-seven (67%) percent of all of the votes of the Association may also vote to amend this Declaration, in person, or by proxy, at a meeting of the members duly called for such purpose, written notice of which shall be given to all members at least ten (10) days and not more than sixty (60) days in advance and shall set forth the purpose of such meeting. Any such amendment shall become effective when an instrument is filed for record in the Official Public Records of Blanco County, Texas,

accompanied by a certificate, signed by a majority of the Board, stating that the required number of members voted in favor of the instrument amending this Declaration or cast a written vote, in person or by proxy, in favor of said amendment at the meeting called for such purpose.

c. By the Association. The Board of the Association has the right in its sole judgment, from time to time, and at any time, to amend this Declaration without joinder of any member for the following purposes:

(i) to resolve or clarify any ambiguity or conflicts herein, or to correct any inadvertent misstatements, errors, or omissions herein; or (ii) to conform this Declaration to the requirements of any lending institution; provided, the Board has no obligation whatsoever to amend this Declaration in accordance with any such lending institution requirements, and the Board may not so amend this Declaration if, in the sole opinion of the Board, any substantive and substantial rights of Owners would be adversely affected thereby; or

(ii) to conform this Declaration to the requirements of any governmental agency, including the Federal Home Loan Mortgage Corporation, Federal National Mortgage Agency, Veterans Administration, or Federal Housing Administration, and in this respect, the Board shall so amend this Declaration to the extent required by law upon receipt of written notice of such requirements and request for compliance; or

(iii) to amend the rules and regulations of the Association, if the Board deems appropriate to comply with the scheme of the Declaration and the Subdivision; and

(iv) to amend any provisions to comply with the Texas Property Code.

4.5 Gender and Number. Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

4.6 Headings. The section headings herein are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such sections.

4.7 Severability. The invalidity, violation, abandonment, waiver of, or failure to enforce any one or more of any part or provision of this document shall in no way affect or impair the remaining provisions or parts thereof which shall remain in full force and effect.

4.8 Variance Provision. Except as expressly otherwise provided herein, Declarant or the ACC shall have the right, but not the obligation, in its discretion to review and approve or disapprove variances with respect to any requirements of this Declaration

requiring approval by the ACC, based on detailed documentation as specified by and provided to Declarant or the ACC.

4.9 Final Plat and Notes, Other Authorities. Each Owner is obligated to read, understand and strictly follow the notes and provisions of each final plat. If other authorities, such as the county or state, impose more demanding, expensive or restrictive requirements than those set forth herein, the requirements of such authorities shall be complied with. Other authorities' imposition of lesser requirements than those set forth herein shall not supersede or diminish the requirements herein.

4.10 Addresses. Any notices or correspondence by the ACC or the Association to an Owner of a Tract shall be addressed to the street address of the Tract or to such other address as the ACC or Association and such Owner shall specify. Any notice to the Association shall be addressed to the address of the Association as it is recorded in the Official Public Records of Blanco County, or by email to the Association as listed on the website for the Association or the Development. The Association may change its address for notice by recording in the Official Public Records of Blanco County a notice of change of address.

4.11 No Representations or Warranties. No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by the Association or its agents or employees in connection with any portion of the Subdivision, or any improvement thereon, its or their physical condition, compliance with applicable laws, fitness for intended use, or in connection with the sale, operation, maintenance, cost of maintenance, taxes, or regulation thereof, unless and except as specifically shall be set forth in writing.

4.12 Conflicts between Bylaws and Declaration. Conflicts between the Bylaws of the Association and this Declaration shall be controlled by this Declaration.

4.13 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose and intent of this Declaration.

4.14 Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners and the Association, and respective heirs, legal representatives, executors, administrators, successors and assigns.

4.15 Effect of Violations on Mortgages. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgagee under any such mortgage, the holder of any such lien or beneficiary of any such deed of trust; and any such mortgage, lien or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

4.16 Governing Law. This Declaration shall be construed and governed under the laws of the State of Texas.

4.17 Online Subdivision Information Required. The Association shall make this Declaration, the Bylaws, any rules, regulations, or guidelines of the Association, and any other governing documents relating to the Subdivision and filed in the Official Public Records of Blanco County, Texas, available on its website if the Association has, or its managing agent on behalf of the Association maintains, a publicly accessible website.

SIGNED this 17<sup>th</sup> day of May, 2021, to be effective as of the date this Declaration is filed for record in the Official Public Records of Blanco County, Texas (the "Effective Date").

**DECLARANT:**

**281 Round Mountain, LLC,  
a Texas limited liability company**

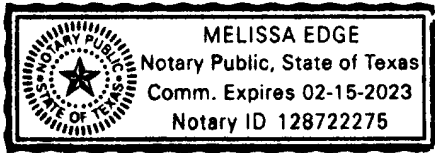
By: *Travis Dean* Manager  
Travis Dean, Manager

THE STATE OF TEXAS           §  
  §  
COUNTY OF BURNET           §

**ACKNOWLEDGMENT**

This instrument was acknowledged before me on this 17 day of May, 2021, by Travis Dean, Manager of 281 Round Mountain, LLC, a Texas Limited Liability company, on behalf of said company.

By: *Melissa Edge*  
Notary Public, State of Texas



**EXHIBIT "A"**

FIELD NOTES TO ACCOMPANY A SURVEY PLAT OF A 113.96 ACRE TRACT OF LAND OUT OF THE JESSE BILLINGSLEY SURVEY, NO. 82, ABSTRACT NO. 57, AND BEING A PORTION OF THAT CERTAIN 150.00 ACRES CONVEYED TO HERMAN L. KAST, VOLUME 79, PAGE 678, DEED RECORDS, BLANCO COUNTY, TEXAS (D.R.B.C.T.). THE BASIS OF BEARING FOR THIS SURVEY IS THE TEXAS STATE PLANE GRID, CENTRAL ZONE, NAD 83. ( ) DENOTES RECORD INFORMATION

BEGINNING AT A MAG NAIL SET IN CONCRETE WITH WASHER STAMPED "WILLIS" AT THE BASE OF A 3" PIPE POST, BEING THE NORTHWEST CORNER OF THIS 113.96 ACRE TRACT OF LAND AND BEING THE SOUTHWEST CORNER OF A PORTION OF 70.0 ACRES CONVEYED TO PAMELA K. PAYNE AND BILLY JACK PAYNE RECORDED IN VOLUME 0238, PAGE 939, OFFICIAL PUBLIC RECORDS, BLANCO COUNTY, TEXAS (O.P.R.B.C.T.) AND BEING IN THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY NO. 281 CONVEYED TO STATE OF TEXAS RECORDED IN VOLUME 66, PAGE 285, D.R.B.C.T. AND BEING IN THE WEST LINE OF SAID 150.00 ACRES, FROM WHICH A CONCRETE HIGHWAY MONUMENT FOUND BEARS NORTH 21°50'44" EAST 2770.10 FEET, FOR A MONUMENT OF DIGNITY FOR THE RE-CONSTRUCTION OF SAID HIGHWAY RIGHT-OF-WAY, AND A 1/2" REBAR FOUND WITH CAP STAMPED "SURVTEX LLC" BEARS S89°51'23"W 0.58';

THENCE NORTH 89°51'23" EAST (NORTH 89°22'21" EAST) ALONG THE NORTH LINE OF THIS 113.96 ACRE TRACT OF LAND AND THE SOUTH LINE OF SAID 70.0 ACRES, A DISTANCE OF 2150.81 FEET (2150.81 FEET) TO A 1/2" REBAR SET WITH CAP STAMPED "WILLIS" AT THE BASE OF A 3" PIPE POST, BEING THE NORTHEAST CORNER HEREOF AND THE NORTHWEST CORNER OF 7.03 ACRES CONVEYED TO GARY D. HULSEY AND JANICE M. HULSEY RECORDED IN VOLUME 107, PAGE 426, O.P.R.B.C.T. AND BEING AN ANGLE POINT IN THE SOUTH LINE OF 10.00 ACRES CONVEYED TO BAY MARINA AND SPORTS CENTER, INC., RECORDED IN VOLUME 530, PAGE 0934, O.P.R.B.C.T. FROM WITCH A 1/2" REBAR FOUND WITH CAP STAMPED "5421" AT THE SOUTHWEST CORNER OF SAID 10.00 ACRES, BEARS S89°51'23"W 251.45' FOR A MONUMENT OF DIGNITY FOR THE RE-CONSTRUCTION OF THE SOUTH LINE OF SAID 70.00 ACRES;

THENCE SOUTH 01°57'05" WEST (SOUTH 03°57'00" WEST), ALONG THE EAST LINE OF THIS 113.96 ACRE TRACT OF LAND AND THE WEST LINE OF SAID 7.03 ACRES, A DISTANCE OF 491.90 FEET (491.90 FEET) TO A 1/2" REBAR SET WITH CAP STAMPED "WILLIS" AT THE BASE OF A 3" PIPE POST, BEING AN ANGLE POINT HEREOF;

THENCE NORTH 62°41'05" EAST (NORTH 64°41'00" EAST), ALONG THE EAST LINE OF THIS 113.96 ACRE TRACT OF LAND AND THE WEST LINE OF SAID 7.03 ACRES, A DISTANCE OF 116.74 FEET (116.74 FEET) TO A 1/2" REBAR SET WITH CAP STAMPED "WILLIS" AT THE BASE OF A 3" PIPE POST, BEING AN ANGLE POINT HEREOF;

THENCE SOUTH 21°22'55" EAST (SOUTH 19°23'00" EAST), ALONG THE EAST LINE OF THIS 113.96 ACRE TRACT OF LAND AND THE WEST LINE OF SAID 7.03 ACRES, A DISTANCE OF 383.16 FEET (383.16 FEET) TO A 1/2" REBAR SET WITH CAP STAMPED "WILLIS" AT THE BASE OF A 4" PIPE POST, BEING AN ANGLE POINT HEREOF;

THENCE NORTH 63°08'22" EAST (NORTH 64°59'00" EAST), ALONG THE EAST LINE OF THIS 113.96 ACRE TRACT OF LAND AND THE SOUTH LINE OF SAID 7.03 ACRES, A DISTANCE OF 254.96 FEET (254.96 FEET) TO A MAG NAIL SET IN CONCRETE WITH WASHER STAMPED "WILLIS" AT THE BASE OF A 4" PIPE POST, BEING AN ANGLE POINT IN THE WEST FENCED RIGHT-OF-WAY LINE OF BLANCO COUNTY ROAD NO. 305 AND BEING IN THE EAST LINE OF SAID 150.00 ACRES;

THENCE SOUTH 01°53'35" EAST (SOUTH), ALONG THE EAST LINE OF THIS 113.96 ACRE TRACT OF LAND AND OF SAID 150.00 ACRES AND WITH THE WEST FENCED RIGHT-OF-WAY LINE OF SAID BLANCO

COUNTY ROAD NO. 305, A DISTANCE OF 1545.61 FEET TO A MAG NAIL SET IN CONCRETE WITH WASHER STAMPED "WILLIS" AT THE BASE OF A 4" PIPE POST, BEING THE SOUTHEAST CORNER HEREOF AND OF SAID 150.00 ACRES AND BEING THE NORTHEAST CORNER OF A PORTION OF 40.00 ACRES CONVEYED TO JAMES WOODCOOK AND MELISSA WOODCOOK RECORDED IN DOCUMENT NO. 20170054, O.P.R.B.C.T., FROM WHICH, A 1/2" REBAR FOUND WITH CAP STAMPED "HLS 5263" AT THE NORTHEAST CORNER OF 10.00 ACRES OUT OF SAID 40.00 ACRES RECORDED IN DOCUMENT NO. 20170581, O.P.R.B.C.T., BEARS SOUTH 01°58'25" EAST 921.49 FEET FOR A MONUMENT OF DIGNITY FOR THE RE-CONSTRUCTION OF THE SOUTHEAST CORNER HEREOF;

THENCE SOUTH 88°28'37" WEST (WEST), ALONG THE SOUTH LINE OF THIS 113.96 ACRE TRACT OF LAND AND OF SAID 150.00 ACRES, THE NORTH LINE OF SAID 40.00 ACRES, WITH A DISTANCE OF 1379.87 FEET (1380.0 FEET) TO A 1/2" REBAR SET WITH CAP STAMPED "WILLIS" AT THE BASE OF A 5" PIPE POST, BEING THE MOST SOUTHERLY SOUTHWEST CORNER HERE OF, AND THE MOST NORTHERLY SOUTHEAST CORNER OF 50.16 ACRES CONVEYED TO ELBERT NICHOLS AND MARIE NICHOLS RECORDED IN VOLUME 146, PAGE 533, O.P.R.B.C.T.;

THENCE NORTH 01°42'36" EAST (NORTH), ALONG THE WEST LINE OF THIS 113.96 ACRE TRACT OF LAND AND OF SAID 150.00 ACRES, AND THE EAST LINE OF SAID 50.16 ACRES, A DISTANCE OF 245.12 FEET (244.44 FEET) TO A 1/2" REBAR FOUND BEING AN ANGLE POINT HEREOF AND A MONUMENT OF DIGNITY FOR THE RE-CONSTRUCTION OF THE EAST LINE OF SAID 50.16 ACRE TRACT;

THENCE NORTH 55°41'19" WEST (NORTH 53°30' WEST), ALONG THE WEST LINE OF THIS 113.96 ACRE TRACT OF LAND AND OF SAID 150.00 ACRES, AND THE EAST LINE OF SAID 50.16 ACRES, A DISTANCE OF 339.01 FEET (335.0 FEET) TO A 1/2" REBAR SET WITH CAP STAMPED "WILLIS" BEING AN ANGLE POINT HEREOF AND OF SAID 50.16 ACRES;

THENCE NORTH 28°54'09" EAST (NORTH 29°15' EAST), ALONG THE WEST LINE OF THIS 113.96 ACRE TRACT OF LAND AND OF SAID 150.00 ACRES, AND THE EAST LINE OF SAID 50.16 ACRES, A DISTANCE OF 330.81 FEET (329.16 FEET) TO A MAG NAIL SET WITH WASHER STAMPED "WILLIS" IN THE SIDE OF A FALLEN CEDAR FENCE POST, BEING AN ANGLE POINT HEREOF AND OF SAID 50.16 ACRES;

THENCE NORTH 62°40'19" WEST (NORTH 64°15' WEST), ALONG THE SOUTH LINE OF THIS 113.96 ACRE TRACT OF LAND AND OF SAID 150.00 ACRES, AND THE NORTH LINE OF SAID 50.16 ACRES, A DISTANCE OF 477.26 FEET (485.0 FEET) TO A 1/2" REBAR FOUND BEING AN ANGLE POINT HEREOF AND A MONUMENT OF DIGNITY FOR THE RE-CONSTRUCTION OF THE EAST LINE OF SAID 50.16 ACRE TRACT;

THENCE SOUTH 84°23'51" WEST (SOUTH 85°30' WEST)), ALONG THE SOUTH LINE OF THIS 113.96 ACRE TRACT OF LAND AND OF SAID 150.00 ACRES, AND THE NORTH LINE OF SAID 50.16 ACRES, AT 772.58'

PASSING THE NORTHWEST CORNER OF SAID 50.16 ACRES AND THE NORTHEAST CORNER OF 16.89 ACRES CONVEYED TO KCW INTERESTS, LLC. IN VOLUME 499, PAGE 0495, O.P.R.B.C.T., IN ALL A DISTANCE OF 867.38 FEET (859.44 FEET) TO A 5" METAL FENCE POST BEING AN ANGLE POINT IN THE SOUTH LINE HEREOF AND IN THE NORTH LINE OF SAID 16.89 ACRES;

THENCE NORTH 81°25'37" WEST (NORTH 80°30' WEST), ALONG THE SOUTH LINE OF THIS 113.96 ACRE TRACT OF LAND AND OF SAID 150.00 ACRES, AND THE NORTH LINE OF SAID 16.89 ACRES, WITH A DISTANCE OF 471.23 FEET (536.11') TO A MAG NAIL SET IN CONCRETE WITH WASHER STAMPED "WILLIS" BEING THE SOUTHWEST CORNER HEREOF BEING THE NORTHWEST CORNER OF SAID 16.89 ACRES AND BEING IN THE EAST RIGHT-OF-WAY OF SAID U.S. HIGHWAY NO. 281 FROM WHICH, A CONCRETE HIGHWAY MONUMENT BEARS ALONG A CURVE TO THE RIGHT WITH AN ARC LENGTH OF, 10.10 FEET A RADIUS OF, 5789.58 FEET AND A CHORD BEARING AND DISTANCE OF, SOUTH 29°43'26" WEST 10.10 FEET BEING ANOTHER MONUMENT OF DIGNITY FOR THE RE-CONSTRUCTION OF SAID HIGHWAY RIGHT-OF-WAY;

THENCE ALONG SAID EAST HIGHWAY RIGHT-OF-WAY, THE WEST LINE OF THIS 113.96 ACRE TRACT OF LAND AND OF SAID 150.00 ACRES, WITH A CURVE TO THE LEFT WITH AN ARC LENGTH OF, 804.95 FEET (805.00 FEET) A RAIDUS OF, 5789.58 FEET (5789.58 FEET) AND A CHORD BEARING AND DISTANCE OF, NORTH 25°41'27" EAST 804.30 FEET TO A CONCRETE HIGHWAY MONUMENT FOUND BEING AN ANGLE POINT HEREOF AND BEING ANOTHER MONUMENT OF DIGNITY FOR THE RE-CONSTRUCTION OF SAID HIGHWAY RIGHT-OF-WAY;

THENCE NORTH 21°50'44" EAST (NORTH 22°37' EAST), ALONG THE WEST LINE OF THIS 113.96 ACRE TRACT OF LAND AND OF SAID 150.00 ACRES AND THE EAST RIGHT-OF WAY LINE OF SAID U.S. HIGHWAY NO. 281, A DISTANCE OF 646.97 FEET TO THE PLACE OF BEGINNING.

# EXHIBIT "B"

1441

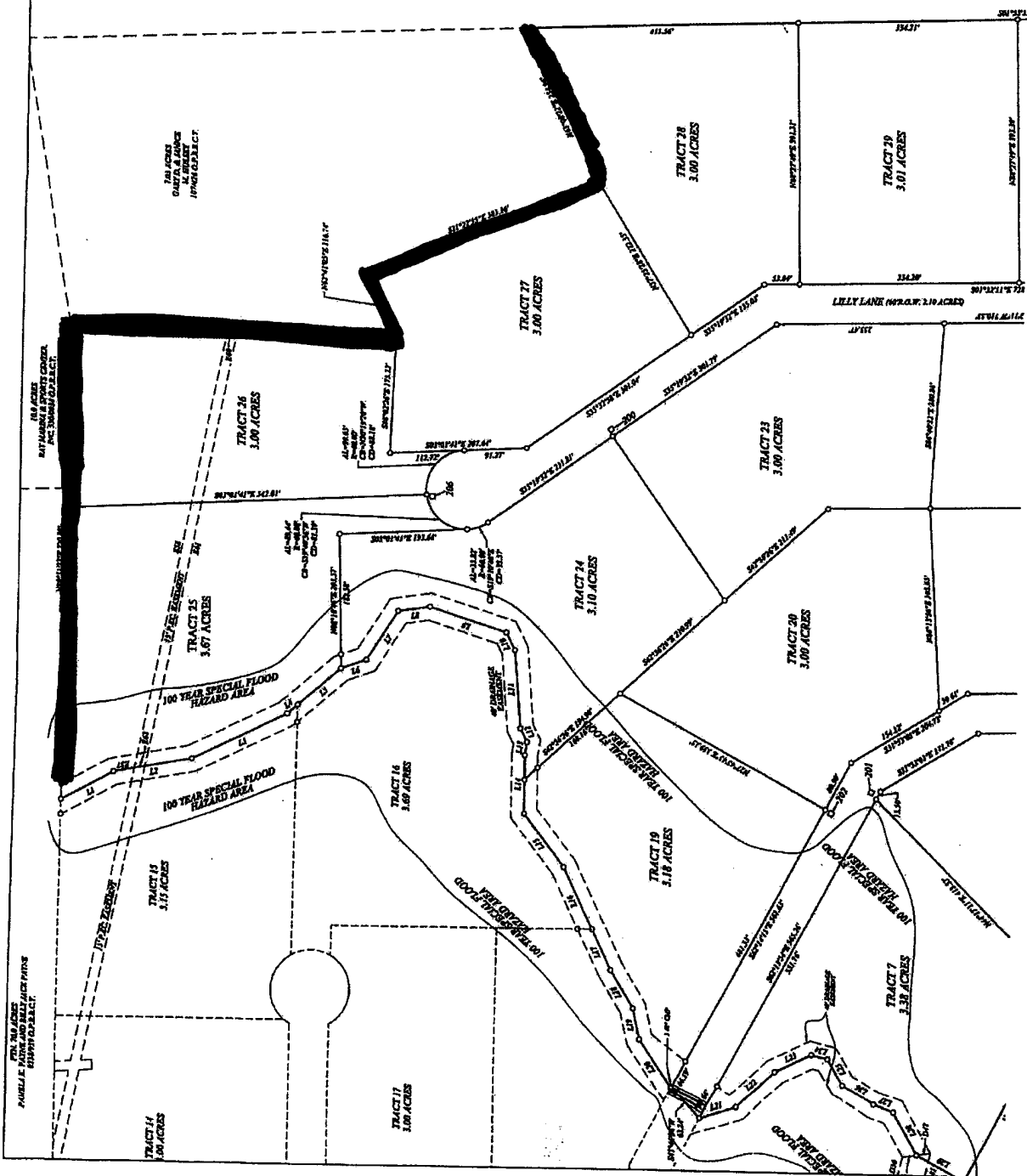
Vol 3 pg 865

| LEGEND |   |
|--------|---|
| ○      | 1/2" IRON SET WITH CAP  |
| ●      | 1/2" IRON PIN   |
| ○      | MONUMENT OF CONCRETE  |
| ○      | OLD MARBLE FALLS WAREHOUSE FOUNDATION                           |
| ○      | 1/2" IRON SET WITH CAP STAMPED "WLLS"                           |
| ○      | 1/2" IRON SET WITH CAP STAMPED "THIS IS A MONUMENT OF CONCRETE" |
| ○      | 5" METAL PIPE PUNCH POST  |
| ○      | CONCRETE REINFORCEMENT FOUNDATION                               |
| ○      | WATER UTILITY EASEMENT  |
| ○      | DRAINAGE EASEMENT   |
| ○      | LANDSCAPE EASEMENT  |
| ○      | RECORD INFORMATION  |

BASES OF BEARINGS NOTED  
THE BASES OF BEARINGS FOR THIS SURVEY IS  
TEXAS STATE PLANE GRID, CENTRAL ZONE, NAD83.

| PT. NO. | REMARKS  |
|---------|--|
| 200     | ON THE SOUTHWEST CORNER OF UTILITY PAD 1145 - 114643 |
| 201     | ON THE NORTHEAST CORNER OF UTILITY PAD 1145 - 114643 |
| 202     | ON THE NORTHEAST CORNER OF UTILITY PAD 1145 - 114643 |
| 203     | ON THE SOUTHWEST CORNER OF UTILITY PAD 1145 - 114643 |
| 204     | ON THE SOUTHWEST CORNER OF UTILITY PAD 1145 - 114643 |

OLD MARBLE FALLS ROAD



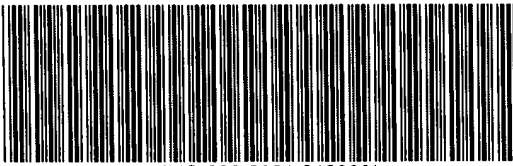
## TRINITY OAKS PRESERVE AT ROUND MOUNTAIN

**Filio Environmental Engineering, Inc.**  
CONSULTING ENGINEERS  
20 MARBLETOWN MARBLE FALLS, TEXAS 75864  
PH: 800-356-3566 FAX: (817) 625-0382  
ITEM NUMBER: 10627608

**Thomson Associates, Inc.**  
LAND SURVEYORS AND PLANNERS  
310 W. MARBLE FALLS, TEXAS 75864  
(817) 625-3566 FAX: (817) 625-0382  
ITEM NUMBER: 10627608

OFFICE: 310 MARBLE FALLS, TEXAS SHEET 6 OF 8

**Blanco County  
Laura Walla  
Blanco County Clerk**



\*VG-238-2021-212809\*

**Instrument Number: 212809**

Real Property Recordings

Recorded On: May 19, 2021 11:45 AM

Number of Pages: 37

**" Examined and Charged as Follows: "**

Total Recording: \$161.00

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

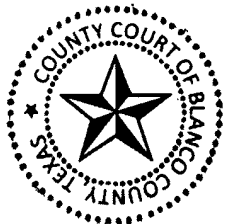
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 212809  
Receipt Number: 20210519000011  
Recorded Date/Time: May 19, 2021 11:45 AM  
User: Melody E  
Station: cclerk01

**Record and Return To:**

TRINITY OAKS PRESERVE AT ROUND MOUNTAIN



**STATE OF TEXAS  
Blanco County**

**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 Blanco County, Texas**

Laura Walla  
Blanco County Clerk  
Blanco County, TX

**SECOND AMENDED AND RESTATED MASTER DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR TRINITY OAKS PRESERVE AT ROUND MOUNTAIN**

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SECOND AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TRINITY OAKS PRESERVE AT ROUND MOUNTAIN

THE STATE OF TEXAS § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF BLANCO §

That this Second Amended and Restated Master Declaration of Covenants, Conditions, and Restrictions for Trinity Oaks Preserve at Round Mountain is made and executed on this 17th day of May, 2021, by 281 Round Mountain, LLC, a Texas Limited Liability Company.

RECITALS

281 ROUND MOUNTAIN, LLC, a Texas limited liability company, hereinafter called the Declarant, is the developer of real property in Blanco County, Texas, and continues as of the Effective Date to be the owner of a portion of such property, which has been platted and subdivided into tracts one (1) through thirty-four (34), and is more particularly described in Exhibit "A" attached hereto. The entire Development (as defined herein) described hereinabove shall be governed by and fully subject to this Second Amended and Restated Master Declaration ("Master Declaration"), and the Development in turn will be comprised of separate Development Areas (as defined herein) which will be governed by and subject to separate Development Area Declarations (as defined herein) in addition to this Master Declaration.

Declarant desires to place certain restrictions, easements, covenants, conditions, stipulations, and reservations contained in this Declaration upon and against the Development in order to establish a uniform plan for its development and improvement, and to ensure the preservation of such uniform plan for the benefit of both the present and future Owners of Tracts (as defined herein) in the Development, pursuant to the authority reserved to it as the Declarant during the Development Period;

This Master Declaration supersedes and replaces the previously recorded First Amendment to the Master Declaration of Covenants, Conditions and Restrictions for Trinity Oaks Preserve at Round Mountain recorded as Document No. 193979 in the Official Public Records of Blanco County, Texas, and the original Master Declaration of Covenants, Conditions and Restrictions for Trinity Oaks Preserve at Round Mountain recorded as Document No. 193895 in the Official Public Records of Blanco County, Texas, and is hereby amended pursuant to the authority reserved to Declarant during the Development Period;

NOW THEREFORE, Declarant hereby renews, extends, amends, restates, adopts, establishes, and imposes upon the Development the following reservations, easements, restrictions, assessments, liens, covenants, and conditions, which shall run with the land

and title or interest therein, and shall be binding upon the Owners of any portion of the Development and any Tracts located thereon and their respective heirs, executors, administrators, devisees, successors and assigns and shall inure to the benefit of the Owners of any portion of the Development and their respective successors, grantees and assigns, whether set out in full or incorporated by reference in any deed or other instrument of conveyance. This Master Declaration is to be effective as of and from and after the date this document is filed for record in the Official Public Records of Blanco County, Texas (the "Effective Date" hereof).

**ARTICLE I.**  
**DEFINITIONS**

1.1 "ACC" shall mean the Architectural Control Committee appointed by the Declarant during the Development Period and the Board of the Association thereafter, to approve or disapprove improvements to be constructed on a Tract pursuant to this Declaration.

1.2 "Association" shall mean and refer to any property owners' association provided for in this document, its successors and assigns.

1.3 "Ballot" means an official solicitation sent to all of the Owners at the direction of the President of the Board at least thirty (30) days prior to the date upon which the applicable vote is to be taken providing the voting options available to each Owner as it regards each individual resolution. Each Ballot shall also provide an option by which the Owner may assign their right to vote to a designated proxy entitling them to cast the Owner's vote at the sole discretion of the person to whom the Owner's proxy has been assigned.

1.4 "Board" or "Board of the Association" refers to the governing body of the Association.

1.5 "Building Envelope" shall mean the area containing the main residence (for a Residential Tract), and all other improvements and structures on a Tract as approved by the ACC. The Building Envelope on any Tract may be any size, subject to the approval of the ACC.

1.6 "Bylaws" shall mean the duly adopted bylaws of the Association as the same may be amended from time to time.

1.7 "Commercial Building" means any building constructed on a Commercial Tract (as hereinafter defined).

1.8 "Commercial Tract" means Tracts thirty-one (31) through thirty-four (34), individually, on the Plat (as hereinafter defined).

1.9 "Common Area" shall mean all portions of the Development and improvements constructed thereon owned by the Association for the benefit of and for the common use and enjoyment of the Owners. Common Area shall also include any land and/or improvements conveyed, leased, dedicated or assigned by Declarant, or by a third party with the Association's consent, to the Association for maintenance and operation, including but not limited to private roads, streets, easements, parkways, walkways, trees, plants, vegetation, parks, trails, paths, fences, and ponds within the Development and any entrance and/or landscaping for the main entrance to the Development.

1.10 "Declarant" shall mean and refer to 281 ROUND MOUNTAIN, LLC and its successors or assigns (whether immediate or remote), as successor Owner of all or a portion of the Tracts in an undeveloped state, but shall not include any purchaser of one or more developed Tracts. For the purposes of this Declaration, "developed Tract" shall mean any parcel of land subdivided out of the Development and not owned by Declarant.

1.11 "Declarant Control Period" shall mean and refer to the period of time during which the Class "B" Member is entitled to appoint and remove the members of the Board of Directors and the officers of the Association, other than Board Members or officers elected by Members of the Association pursuant to the Bylaws.

1.12 "Development" shall mean and refer to: (a) the real property encumbered by the Master Declaration as of the effective date of the original Master Declaration recorded as Document No. 193895 in the Official Public Records of Blanco County, Texas, and (b) such additions thereto as may hereafter be brought within the jurisdiction of this Master Declaration as permitted herein.

1.13 "Development Area" means any part of the Development (less than the whole), which Development Areas may be subject to Development Area Declarations in addition to being subject to this Master Declaration.

1.14 "Development Area Declaration" means, with respect to any Development Area, the separate instruments containing reservations, easements, restrictions, covenants, and conditions to which the property within such Development Area is subjected.

1.15 "Development Period" means the period commencing on the effective date of the original Master Declaration of Covenants, Conditions and Restrictions recorded as Document No. 193895 in the Official Public Records of Blanco County, Texas and continuing until the earlier to occur of: (i) the date on which Declarant no longer owns any portion of the Development, or (ii) the date on which Declarant files a notice of the termination of the Development Period in the Official Public Records of Blanco County, Texas. During the Development Period, Declarant reserves the right to (a) facilitate the development, construction and marketing of the Development, (b) direct the size, shape, and composition of the Development, and (c) exercise the rights and privileges of the Declarant pursuant to this Declaration.

1.16 "Main Roads" shall mean Morning Dew Drive, Mr. Charlie Lane, and Lilly Lane, as shown on a recorded subdivision map of all or a portion of the Development.

1.17 "Management Certificate" means the instrument required to be recorded pursuant to Section 209.004 of the Texas Residential Property Owners Protection Act.

1.18 "Out Buildings" shall mean any structures on a Residential Tract (as defined hereinafter) other than a single-family residential dwelling, including but not limited to sheds, barns, barndominiums, storage buildings and detached guest houses.

1.19 "Owner" or "Owners" shall mean and refer to the record owner(s), whether one or more persons or entities, of a fee simple title to any Tract out of the Development, but excluding those having such interest merely as security for the performance of an obligation.

1.20 "Plat" shall mean the plat of the Development recorded at Volume 3, Pages 260-267 in the Official Public Records of Blanco County, Texas.

1.21 "Quorum," with respect to a meeting called for the purpose of soliciting Owner approval of one or more specific resolutions related either to Sections 3.3 (Maximum Annual Assessment) or 3.4 (Owner-Approved Special Assessments) herein, shall mean the presence of Owners and/or of proxies equal to more than fifty (50%) percent of all the votes of the Owners entitled to cast votes at the time of such meeting. If the required Quorum is not present at any such meeting, the meeting shall be adjourned and another meeting may be called subject to the same notice requirements as provided for in Section 3.5 (Notice and Quorum for any Owner Action), but the Quorum required at any such subsequent meeting shall be seventy-five (75%) percent of the required Quorum applicable in the case of the originally convened meeting. In no event shall the size of a Quorum ever be less than thirty-seven and one half (37.5%) percent of all of the votes of the Owners entitled to cast votes at the time such vote is taken.

1.22 "Residential Tract" means Tracts one (1) through four (4) and Tracts six (6) through thirty (30), individually, on the Plat.

1.23 "Tract" shall mean and refer to any parcel or plat of land out of the Development and/or shown upon any recorded plat of the Development but excluding the Common Area.

## **ARTICLE II.** **ACC REVIEW**

2.1 Appointment of ACC. The ACC shall serve to guide Owners through the design and construction process utilizing "best practices" while maintaining the restrictions contained in this Declaration on behalf of the Association. The ACC shall consist of at least three (3) and not more than five (5) members, as designated by Declarant in its sole discretion during the Development Period, and thereafter appointed to two (2) year terms

by the Board of the Association. No member of the ACC, who is also an Owner in the Development, may hold that position concurrently with being a member of the Board of the Association. During the Development Period, ownership of a Tract shall not be a prerequisite for appointment to the ACC. After the Development Period, at least one (1) member of the ACC shall be an Owner within the Development, preferably an Owner residing in the Development, although that shall not be a prerequisite for appointment. Declarant shall have the right from time to time to appoint and/or replace the member(s) of the ACC in Declarant's sole discretion for any reason during the Development Period, and the provisions herein regarding qualifications for members of the ACC are hereby specifically declared inapplicable to Declarant during the Development Period. Without limiting the generality of the foregoing, Declarant has the right to condition the appointment and continued service of any member of the ACC who is an Owner on the compliance of such member with all provisions of this Declaration, the Bylaws, any rules, regulations, and guidelines of the Association, the Board of the Association, or any applicable regulatory or governmental authority, and any other applicable law, regulation, rule or contractual obligation. A majority of ACC members shall constitute a quorum for purposes of conducting an ACC meeting, and all decisions shall be decided by a majority of the ACC members present for any meeting. In the event a meeting cannot be conducted in person for various reasons, members of the ACC can conduct business and achieve a quorum either by telephone conference or by email. The Association shall maintain in its records a current roster of the members of the ACC. If there exists at any time one (1) or more vacancies on the ACC that is left unfilled by the Declarant for a period of thirty (30) days, the remaining members or member of the ACC (or if there are no remaining members, the Board of the Association) may designate successor member(s) to fill such vacancy or vacancies. Declarant hereby retains its right to assign the duties, powers and responsibilities of the ACC to the Association at any time, and the term "Architectural Control Committee" or "ACC" herein shall include the Association as such assignee.

2.2 Authority. No construction or installation of any main residence, Commercial Building, fence, wall, basketball goal pole, or other structure or improvement of any kind (including all repair arising by reason of any casualty damage or destruction) shall be commenced, erected, placed, maintained or altered on any Tract, and no exterior painting of, exterior addition to, or alteration of any such items shall be undertaken until all plans and specifications and a plot plan showing the Building Envelope and the location of such improvements have been submitted to and approved in writing by the ACC as to:

a. The quality of construction planned, including but not limited to materials, adequacy of site dimensions, adequacy of structural design, acceptability of floor plan elevations and proper facing of main elevation with respect to any Main Road;

b. conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping in relation to the various parts of the proposed improvements and in relation to improvements on other Tracts, and with the country style in the Blanco County and Texas Hill Country area;

c. topography of the Tract and finish grade elevation of the proposed improvement; and

d. the other standards set forth within this Declaration and/or the rules and guidelines of the ACC and/or the Association.

All landscaping at Trinity Oaks Preserve at Round Mountain should utilize xeriscape, naturally occurring grasses as further specified in the following paragraph, plants and trees, and native rocks, as much as possible, keeping in mind that all yards, unless fenced, are grazing and habitat land for the native wildlife on the ranch. Any landscaping item that does not naturally exist on the ranch should be approved by the ACC prior to being incorporated in the landscaping of a Tract. The ACC will encourage plantings of native plants that are not palatable to the game animals that roam freely over the property in the Development.

The ACC is authorized and empowered to consider and review any and all aspects of construction and landscaping which may, in the reasonable opinion of the ACC, adversely affect the living enjoyment of one (1) or more Owners of any Tracts or the general value of the Tracts. In considering the harmony of external design between existing structures and improvements and the proposed improvement to be erected, placed or altered, the ACC shall consider only the general appearance of the proposed improvement that can be determined from the front, rear and side elevations on submitted plans.

No exterior or interior removal, addition, or alteration shall be made to any main residence, Out Building, or Commercial Building which involves removal, addition, or alteration of load-bearing or non-load-bearing exterior walls without the prior written consent of the ACC. Plans for all such work shall be submitted to the ACC in compliance with this Article II. All removals, additions, and alterations must comply with all applicable governmental regulations, including building code and fire code regulations.

As an approved exception to the requirements above, in the event of damage caused by fire, storm or natural events, repairs and re-construction performed to restore improvements in every respect to the originally- approved design shall be deemed approved without written ACC approval, provided that repairs are performed by the same as originally constructed the improvements, if possible. Otherwise, improvements and/or re- construction must be submitted to the ACC for approval.

2.3 Consulting Professionals. The ACC is authorized, but not obligated, to retain the services of consulting professionals such as a Professional Building Designers, building architects, landscape architects, urban designers, engineers, inspectors, and/or attorneys in order to advise or assist the ACC in performing its functions set forth herein. The cost of the services of such consultants shall be an Owner expense if required for services regarding plans submitted for the Owner's Tract, except to the extent such costs are covered by a plan review fee established by the ACC.

2.4 Procedure for Approval. Each Owner shall follow a four-step review and approval process for ACC approval of any improvements proposed by such Owner. Each member of the ACC shall maintain strict confidentiality regarding the plans required to be submitted by an Owner to the ACC for any new construction, remodeling, hardscapes or landscaping. No discussion regarding such plans shall be permitted by the members of the ACC among any third parties, with the exception of consulting professionals as described in Section 2.3 (Consulting Professionals) above, without the Owner's expressed written permission.

a. Preliminary Design Review. The Owner shall submit to the ACC the preliminary new home, Commercial Building, or improvement design as soon as the Owner has a preliminary concept and design. The following action and documents must be completed and/or submitted to the ACC for the preliminary plan review by the ACC:

(i) Plot Plan. A plot plan must be submitted containing the Tract topography elevations, tree survey and proposed improvements. The site materials must be included on the plot plan.

(ii) Exterior Elevations. All four (4) exterior elevations of the improvements must be submitted. Exterior materials must be identified although the final exterior material and color decisions may be presented to the ACC with the final plan review. The ACC may request exterior material and color samples before final approval by the ACC.

(iii) Floor Plan. The floor plan of any proposed structure must be submitted to the ACC for preliminary plan review.

(iv) View Corridors. The ACC shall consider impact of the preliminary plan on view corridors of surrounding Tracts.

(v) Septic Systems. Proposed septic system plans must be submitted.

Upon receipt of all materials listed above, the ACC shall schedule a meeting either in person, by phone, or via email to discuss and review the submitted preliminary plans, typically within ten (10) days but in no circumstances greater than twenty (20) days afterwards. ACC suggestions shall be communicated to the Owner and any builder and/or architect engaged or proposed by such Owner.

All site plans shall be submitted by an Owner directly to the ACC. However, preliminary plan reviews submitted to the ACC for approval shall be conducted by a consulting professional as authorized in Section 2.3 (Consulting Professionals) above. The plan review fee shall be \$195, subject to change. Any and all subsequent plan review fees shall be \$90 per review, with such cost subject to change. All plan reviews shall be at such Owner's sole cost and expense.

b. ACC Pending Notice. As soon as practicable following the preliminary design review, the ACC will notify the Owner of pending ACC approval along with any questions or clarifications needed. Notice shall include identification of the Tract upon which improvements will be constructed and any variances to this Declaration requested by the Owner which are being considered by the ACC. In the event a variance is requested to this Declaration, a notice will be sent electronically to each Owner's email who has a registered email address with the Association. Owners shall have up to seven (7) days to respond to the ACC via email with written comments related to any proposed variance.

Within fourteen (14) days following the preliminary design review, the ACC shall communicate preliminary design review comments to the Owner, along with written approval for any variances granted by the ACC (such approval to be kept on file for review by any Owner upon request) or written disapproval for any variances denied by the ACC along with the reason for denial.

c. Final Design Review. Owner shall then submit a complete copy of the final plans and specifications (which shall address such all comments from the preliminary design review) in duplicate by direct delivery or certified mail to the ACC, or electronically as may be requested. The following documents must be submitted to the ACC for the final plan review by the ACC:

(i) Complete Final Set of Construction Plans. The Owner and/or his builder and/or architect shall submit the complete final construction plans to the ACC for final plan review, which shall be prepared by a certified professional architect or professional architectural design firm. The plans shall be approved and sealed by a certified professional engineer, architect, or Certified Professional Building Designer for both the integrity of the framing and the foundation given the soil conditions that exist at the building site. The plans shall include detailed construction plans and specifications for all aspects of the proposed improvements, including without limitation, the final design, all structural, framing, foundation, roof, electrical, plumbing, mechanical, heating, ventilation, air conditioning, and flooring components.

(ii) Landscape and Irrigation Plans. All landscaping should be xeriscape as much as possible, incorporating native plants, grasses, and rocks that occur in the Texas Hill Country. The total gross square footage of irrigated grasses on a Tract shall not exceed seven thousand (7,000) square feet. The following species of grasses shall be the only grasses allowed for yards on a Tract: (i) TifTuf Bermuda, (ii) Bermuda, (iii) Buffalo, (iv) Zoysia, (v) or any other drought-resistant species approved by the ACC. Any landscape plan for any Tract that goes beyond naturally-occurring materials must be submitted to the ACC prior to the approval of the frame inspection for the main residence or Commercial Building.

For slab on grade construction, it is recommended that perimeter irrigation be installed to provide consistently moist conditions.

(iii) Other Design Documents. Any other design documents required or requested by the ACC.

Upon receipt of all materials listed above, the ACC shall schedule a meeting to discuss and review the final plans and specifications, typically within ten (10) days but in no circumstances greater than twenty (20) days afterwards. At such time as the final plans and specifications are approved by the ACC, the ACC shall send written notice of approval and will retain the plans and specifications. If disapproved by the ACC, the plans and specifications shall be returned marked "Disapproved" and shall be returned to the Owner accompanied by a statement of the reasons for disapproval, which statement shall be signed by an ACC representative. Any modification of an approved set of plans and specifications must again be submitted to the ACC for its review and approval. The ACC's approval or disapproval, as required herein, shall be in writing, and in no event may the ACC give verbal approval of any plans.

If the ACC fails to approve or disapprove the plans and specifications submitted in accordance with this subsection c within twenty (20) days after the date of its receipt of such plans, the plans shall be deemed disapproved. Persons submitting plans and specifications are strongly encouraged to obtain written confirmation of receipt by the ACC of such plans and specifications. In the case of a dispute about whether the ACC responded within such time period, the Owner submitting the plans shall have the burden of establishing that the ACC received the plans. The receipt of the plans by the ACC may be established by a signed certified mail receipt or by a signed delivery receipt.

The ACC shall act with good faith and due diligence in attempting to review, and either approve or disapprove all submitted plans and specifications to the extent reasonably possible within the above-described time period. The ACC has sole discretion and authority to approve and disapprove submitted plans and specifications, provided specific and valid reasons are given for disapproval, with such disapproval being subject to review by the Board of the Association upon request by the ACC or the Owner.

If the plans are deemed disapproved due to failure of the ACC to approve or disapprove within twenty (20) days the plans and specifications submitted in accordance with this subsection c, then Owner shall submit a copy of plans and specifications to the President of the Board of the Association, along with a copy of the written confirmation of receipt by the ACC of such plans and specifications previously submitted. The President of the Board of the Association shall exercise any and all influence to compel the ACC to approve or disapprove the plans and specifications within thirty (30) days following receipt of plans and specification by Owner, provided that such plans and specifications have not changed since the previous submittal to the ACC. If ACC fails to approve or disapprove the plans and specifications re-submitted to the President of the Board of the Association within thirty (30) days after the date of receipt by the President of the Board of the Association, then the plans shall be deemed approved.

d. Building Permit. Any provision of this Declaration to the contrary notwithstanding, prior to the commencement of any improvement, landscaping,

renovation, addition, or alteration of the Tract and/or any residence, Out Building, Commercial Building, or improvement thereon, the Owner of such Tract shall obtain a Building Permit issued by the ACC after completion of the following:

(i) The Owner shall obtain written approval of the final design plans and specifications.

(ii) The Owner shall obtain the written approval of the ACC of the specific builder and/or any other contractor selected by the Owner pursuant to Section 2.5 (Required Approval Process for Builder and Contractor) below.

(iii) The Owner and each such builder or contractor shall execute and deliver to the ACC a written document in such recordable form as the ACC may specify, agreeing and confirming that (a) the Owner and each such builder or contractor shall be bound by and shall comply with this Declaration and any applicable Development Area Declaration, (b) all improvements shall comply with all applicable laws, rules, ordinances, statutes, covenants, conditions and restrictions regarding the use and ownership of the Development and the design and construction of residences and improvements in the Development, (c) Declarant, the Association and/or any Owner shall have the right to enforce the terms of this Declaration against the Owner and/or such builder or contractor pursuant to this Declaration, and (d) all improvements will be constructed according to the final design plans and specifications approved by the ACC.

## 2.5 Required Approval Process for Builder and Contractor.

a. Submittals. In addition to other requirements set forth herein, the Owner shall be required to provide the following documentation to the ACC for review and approval or disapproval prior to any construction of a main residence, Commercial Building, or other improvement on a Tract, or any renovation, addition or alteration to such main residence, Commercial Building, or other improvement on a Tract:

(i) Name and ownership of the builder or contractor;

(ii) Specific locations where the builder or contractor has built homes or other buildings in the past three (3) years in the Hill Country area;

(iii) For construction of a main residence, price range of new homes built by the builder or contractor in the Hill Country area;

(iv) History of the builder or contractor in the Hill Country area (length of time in business, previous building businesses, etc.);

(v) Financial information of the builder or contractor to confirm that the builder or contractor has the financial ability to complete the contemplated construction activities; and

(vi) Such other information as the ACC may in its sole discretion determine appropriate.

b. Contractors. The ACC shall have the responsibility and the authority to review and approve a specific builder or contractor selected by an Owner to build, improve, renovate, or alter a main residence, Commercial Building, or other improvement on the Owner's Tract. The ACC shall consider the required documentation, as well as any additional documentation and information submitted by the Owner and/or the builder or contractor or otherwise obtained by the ACC, in the review and approval and/or disapproval of the builder or contractor. The ACC shall have the responsibility and authority to approve or reject the requested builder or contractor, based on the sole discretion of the ACC. The ACC may consider any factor in approving or rejecting the requested builder or contractor, including, without limitation: the history, experience, ownership and construction activities of the builder or contractor; the performance of the builder or contractor under other contracts; the financial ability of the builder or contractor; any current or prior violations of the builder of this Declaration, any applicable Development Area Declaration, any rules, bylaws or guidelines of the Association, or any other governing documents, laws or regulations.

Additionally, all contractors used and contracted directly by the Association to perform services in the Development must comply with and submit bids for contracting services according to the Bylaws of the Association.

c. Previously Approved Contractors. The ACC may, in its discretion, maintain and provide to any Owner, at its request, a list of custom homebuilders who are currently approved to build in the Development. If the proposed builder or contractor is on this list of custom builders, the requisites of this Section 2.5 (Required Approval Process for Builder and Contractor) may be met by the Owner's written notice to the ACC of the name of the builder or contractor and the ACC's subsequent written confirmation to the Owner that the builder or contractor is currently still approved to build in the Development. Declarant and ACC make no representations to any Owner as to the suitability of any active builder for its particular home or other improvements. The architects, engineers and inspectors employed by Owner, not Declarant or ACC, are responsible for compliance and construction quality. The ACC only approves plans, and its obligations are limited to approving construction according to certified plans, assuring consistent standards are maintained within the Development and promoting compliance with the restrictions and guidelines promulgated herein. Each Owner is solely responsible for the administration and satisfaction under its builder contract(s), including sub-contractors and any performance before, during or after the construction.

d. Condition to a Building Permit; Revocation of Approval. The Owner must obtain the ACC's written approval of any builder or contractor before the ACC will issue a Building Permit. The ACC may revoke or suspend the approval of any builder or contractor as to any particular improvement at any time prior to the commencement of significant construction activities.

2.6 Prior to Construction Commencement. The following action and documents must be approved and secured as provided herein prior to construction commencement of any improvement:

a. Blanco County Permits. All required development permits and septic system permits must be approved and issued by Blanco County before construction commencement.

b. Inspection of Final Plan. The ACC-reviewed plan must be reviewed and approved for compliance with all appropriate building codes, by an independent inspector selected or approved by the ACC prior to construction commencement.

c. ACC Building Permit. The ACC must issue written approval pursuant to Section 2.4 (Procedure for Approval) before construction commencement.

2.7 Form Survey. A form survey must be obtained from a Registered Professional Land Surveyor (RPLS) for the main residence, any Out Building, and any Commercial Building being constructed on a Tract. The survey must show the location of such main residence or other building in respect to property lines, easements, and setback lines. The completed form survey shall be submitted to the ACC prior to pouring the foundation on the main residence, any Out Building, and any Commercial Building on the Tract.

2.8 Independent Construction Inspections. The ACC will designate or approve an independent, third-party inspector ("Inspector") to inspect the construction or any improvement, according to the ACC rules and regulations, as the construction occurs and at certain milestones reached during construction. If the Inspector is not available at the beginning of the project, it is the responsibility of the builder to provide the name and contact information of an independent third-party inspector to provide all inspections required. The Inspector will also assure compliance with all regulations that are required by law at the time of construction whether County, Water District or other governmental regulations. The Inspector will consider compliance with other commonly accepted regulations governing the issuance of a Certificate of Occupancy for all residences or Commercial Buildings. The Inspector will review and may comment on the certified plans for the construction of all residences and Commercial Buildings including, but not limited to foundation, framing, electrical, plumbing and HVAC plans. The Owner and his builder or contractor shall be responsible for the securing and paying for such Inspector's initial plan review and for all construction inspections on a timely basis. Such Inspector shall have the authority and responsibility to stop construction if the Owner's builder or contractor does not secure the required construction inspections before the next inspection is required in the construction process. All such inspections shall be submitted to the ACC on a timely basis.

2.9 Certificate of Occupancy.

a. Certificate. If required by the ACC, as a part of approval of any plans for any main residence, Commercial Building, or other improvements to be used for human occupancy, this Section 2.9 (Certificate of Occupancy) shall apply. No improvement

completed, or materially renovated or altered, on or after the Effective Date, may be used, occupied or reoccupied until the ACC has issued a written document approving such improvement for occupancy (a "Certificate of Occupancy"). An Owner or its builder or contractor shall provide written notice (a "Notice of Completion") to the ACC by direct delivery or certified mail promptly following the completion of the initial construction or material renovation, addition or alteration of such improvement. The Notice of Completion shall include a final inspection report issued by the Inspector covering such construction, renovation, addition or alteration.

b. **Review.** The ACC has the sole discretion and authority to approve and disapprove a requested Certificate of Occupancy upon written request by the Owner. The ACC will rely upon the Inspector to advise the ACC regarding the compliance and completion of all required items during construction and upon completion. The ACC may request additional information, inspections or reports from the Owner or the Inspector for its evaluation of the requested Certificate of Occupancy. The Owner shall have the responsibility to pay for all actual out of pocket costs incurred by the ACC in connection with such review and issuance or disapproval of a Certificate of Occupancy.

c. **Issuance.** If approved by the ACC, a Certificate of Occupancy shall be issued and signed by a representative of the ACC. If disapproved by the ACC, the Notice of Completion shall be returned marked "Disapproved" and shall be accompanied by a signed statement of the reasons for disapproval. In no event shall the ACC give verbal approval of any improvements for use or occupancy. If the ACC fails to issue a Certificate of Occupancy or disapprove the Notice of Completion within thirty (30) days after the date of the ACC's receipt of the Notice of Completion, the improvements shall be deemed disapproved and may not be used or occupied until a Certificate of Occupancy is issued by the ACC. Persons submitting a Notice of Completion are strongly encouraged to obtain written confirmation of the ACC's receipt of such Notice of Completion.

If the Notice of Completion is deemed disapproved due to failure of the ACC to either issue a Certificate of Occupancy or disapprove the Notice of Completion within thirty (30) days of submission to the ACC submitted in accordance with this Section 2.9 (Certificate of Occupancy), then Owner shall submit a copy of the Notice of Completion to the President of the Board of the Association, along with a copy of the written confirmation of receipt by the ACC of such Notice of Completion previously submitted. The President of the Board of the Association shall exercise any and all influence to compel the ACC to either issue a Certificate of Occupancy or disapprove the Notice of Completion along with a signed statement of the reasons for disapproval within thirty (30) days following receipt of the Notice of Completion by Owner. If ACC fails to either issue a Certificate of Occupancy or disapprove the Notice of Completion re-submitted to the President of the Board of the Association, then the improvements shall be deemed to be approved for occupancy, and the combination of the written confirmation of receipt by both the ACC and the President of the Board of the Association shall serve in lieu of the written Certificate of Occupancy.

In the case of a dispute about whether the ACC responded within such time period, the Owner submitting the Notice of Completion shall have the burden of establishing that the ACC and, subsequently the President of the Board of the Association, received the Notice of Completion. The ACC's receipt of the Notice of Completion may be established by a signed certified mail receipt or by a signed delivery receipt.

d. No Liability for Decisions. The members of the ACC shall have no liability for decisions made by the ACC with respect to a Certificate of Occupancy or otherwise so long as such decisions are made in good faith and are not arbitrary or capricious. Any defects, violations, errors or omissions in the design or construction of any improvements shall be the responsibility of the Owner of the Tract to which the improvements relate, and the ACC shall have no obligation to check for any compliance with county codes, state statutes or the common law; such compliance rests with the Inspector and will be included in its final report to the ACC.

e. No Waiver by Issuance. The issuance of a Certificate of Occupancy by the ACC shall not waive any requirements or violations of this Declaration. Any variances approved by the ACC in its sole discretion must be specifically set forth in writing in accordance with Section 5.7 (Variance Provision) below.

f. Fine. If an Owner violates the provisions of this Section 2.9 (Certificate of Occupancy), the Board of the Association may assess a fine for each day that an improvement is used or occupied prior to the issuance of a Certificate of Occupancy by the ACC. The initial fine shall be \$100 for each day of use or occupancy prior to issuance of a Certificate of Occupancy, subject to reasonable, uniform increases that may be approved by the Board of the Association from time to time.

2.10 Timeline for Construction of Improvements. Unless otherwise approved in writing by the ACC, construction with respect to any improvements approved by the ACC shall be commenced by the Owner thereof (including builders) within one hundred twenty (120) days after the ACC issues a Building Permit for such construction, shall be diligently pursued to final completion, and shall be completed within eighteen (18) months after such approval. If construction is not commenced or completed by the applicable date, all ACC approvals with respect thereto shall expire, and the Owner shall re-submit plans for ACC review and approval as provided herein prior to any further construction.

2.11 Standards. The ACC shall use good faith efforts to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the Development consistent with this Declaration. The ACC shall have sole discretion with respect to taste, design and all standards specified herein. One objective of the ACC is to prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures from being built in the Development. The ACC from time to time may publish and promulgate bulletins regarding architectural standards, which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this Declaration.

2.12 Liability of the ACC. The members of the ACC shall have no liability for decisions made by the ACC, and the ACC shall have no liability for its decisions so long as such decisions are made in good faith and are not arbitrary, capricious, or discriminatory. Any errors in or omissions from the plans and specifications or the site plan submitted shall be the responsibility of the Owner of the Tract to which the improvements relate, and the ACC shall have no obligation to check for errors in or omissions from any such plans or to check for such plans' compliance with the general provisions of this Declaration, county codes, state statutes or the common law, whether the same relate to Tract boundary or Building Envelope lines, building lines, easements or any other matters.

2.13 ACC Approval Not Required; Declarant's ACC Authority as to Initial Development of Lots. Declarant, or any other entity in which any member of Declarant is also a member, is not required to obtain ACC approval or otherwise comply with any provisions of this Article regarding the approval process until completion of the initial sale of each Tract, and Declarant hereby reserves and retains full and exclusive authority of the ACC as to each Tract, until completion of the initial sale. The foregoing applies notwithstanding any other provision of this Declaration until completion of the initial sale of all Tracts within the Development. As to each Residential Tract, "completion of the initial sale" occurs upon substantial completion of the construction of a single-family residence and related improvements upon the Tract and the sale of the Tract to a person other than Declarant for use and occupancy of the Tract for a single-family dwelling. As to each Commercial Tract, "completion of the initial sale occurs upon substantial completion of the construction of a Commercial Building and related improvements upon the Tract and the sale of the Tract to a person other than Declarant for use and occupancy of the Tract for a professional, business or commercial activity.

**ARTICLE III.**  
**COVENANT FOR MAINTENANCE ASSESSMENTS**

3.1 Personal Obligation of Assessments. With respect to each Tract within the Development, each Owner by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association: (a) annual assessments or charges; (b) special assessments for community improvements (which are those improvements approved by an affirmative vote of sixty-seven (67%) percent of the votes of the Owners who are voting in person or by proxy at a meeting duly called for such purpose) and/or for repayment of funds used and/or borrowed in payment of community improvements; and (c) assessments for mowing and maintaining Tracts or removing trash as permitted herein. Such assessments shall be established and collected as hereinafter provided. All assessments, together with any applicable interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner at the time when the assessment fell due.

Declarant, and any other entity in which any member of Declarant is also a member, shall be exempt from all assessments; however, Declarant shall pay any deficiency in the

operating budget, which deficiency shall be reimbursed to Declarant by the Association as funds become available.

3.2 Purpose of Assessments. The assessments levied by the Association shall be used as permitted exclusively herein to promote the recreation, health, safety and welfare of the Owners within the Development and for the improvements and maintenance of the Common Area and any other property owned by the Association. Special Assessments, as provided in Section 3.4 (Owner-Approved Special Assessments) below shall also be the only means by which any funds collected from all of the members of the Association may be expended for the purpose of pursuing any legal initiative for the direct or indirect purpose of challenging, amending, rewriting or altering in any way this Declaration.

3.3 Maximum Annual Assessment. The maximum annual assessment for 2021 (not including assessments for water and trash service and other special assessments) shall be as follows:

- a. \$450 for each Residential Tract and
- b. \$450 for each Commercial Tract.

The annual assessment for the year of purchase shall be prorated at closing and then shall be paid annually, in advance, on or before the first day of the first month of the calendar year. From and after January 1, 2022, the maximum annual assessment may be adjusted (increased or decreased) as determined by the Board of the Association, provided that any increase shall not exceed twenty (20%) percent of the maximum assessment for the previous year unless approved by an affirmative vote of sixty-seven (67%) percent of the votes cast on the Ballots of the Owners entitled to vote who are voting in person or by proxy at a meeting duly called for such purpose and for which a Quorum is present. The Board of the Association may fix the annual assessment at such amount not in excess of the maximum as the Board of the Association determines.

3.4 Owner-Approved Special Assessments. In addition to the annual assessments authorized above, the Board of the Association may levy, in any assessment year, an Owner-approved special assessment for the purpose of defraying, in whole or in part, the cost of any new construction, reconstruction, repair or replacement of a capital improvement upon the Common Area and/or of any property or improvement owned by the Association, including fixtures and personal property related thereto, or for the accrual of any legal funds used for the purpose of pursuing any Owner-approved changes to this Declaration consistent with Section 5.3 (Amendment) herein, provided that any such Owner-approved special assessment is approved by an affirmative vote of sixty-seven (67%) percent of the votes cast on the Ballots of the Owners entitled to vote who are voting in person or by proxy at a meeting duly called for such purpose and for which a Quorum is present. Notwithstanding the foregoing, if an emergency exists such that the Board of the Association determines that the repair of a capital improvement upon the Common Area is necessary to eliminate or reduce the risk of injury to third parties and there is not enough money held by the Association to repair the capital improvement to

reduce or eliminate the risk, the Board may levy a special assessment in an amount sufficient to repair the capital improvement to reduce or eliminate such risk without the affirmative vote of sixty-seven (67%) percent of the Owners entitled to vote.

Notwithstanding the foregoing, if an Owner-approved special assessment is for the purpose of defraying, in whole or in part, the cost of any new construction, reconstruction, repair or replacement of a capital improvement upon Tract number five (5) on the Plat, such special assessment shall not apply to any Owner of a Commercial Tract and such Owner shall not be required to pay any portion of the special assessment.

3.5 Notice and Quorum for any Owner Action. Written notice of any meeting of Owners called for the purpose of taking any action authorized under Sections 3.3 (Maximum Annual Assessment) and 3.4 (Owner- Approved Special Assessments) above shall be mailed (by U.S. first class mail) to all Owners not less than thirty (30) days or more than sixty (60) days in advance of the meeting. If the required Quorum is not present at any such meeting, the meeting shall be adjourned and another meeting may be called subject to the same notice requirement. No such subsequent meeting shall be held less than thirty (30) days or more than sixty (60) days following the preceding meeting.

3.6 Rate of Assessment; Due Dates. All Tracts shall be subject to the annual assessments determined by the Board of the Association in accordance with the provisions of Sections 3.3 (Maximum Annual Assessment), 3.4 (Owner-Approved Special Assessments) and 3.6 (Rate of Assessment; Due Dates) hereof. The Board of the Association shall fix the amount of the annual assessment against each developed Tract at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be mailed (by U.S. first class mail) to every Owner subject thereto. The Association shall, upon request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Tract have been paid and the amount of any delinquencies. The Association shall not be required to obtain a request from the Owner for such certificate, but may deliver such certificate to any party who in the Association's judgment has a legitimate reason for requesting same.

3.7 Fines. The Board of the Association shall have the right to assess fines or other charges against an Owner for violations of this Declaration, the Bylaws, any rules, regulations or guidelines of the Association published by the Board and filed in the Official Public Records of Blanco County, or any other governing documents, as further described in Section 3.10 (Remedies of the Association) below. Fines may increase for each day such Owner allows the violation to continue. The Board of the Association may in its discretion waive all or part of any fine if there are hardships or unusual circumstances. Attorney's fees incurred by the Association in enforcing this Declaration, the Bylaws, any rules, regulations, or guidelines of the Association or any other governing documents may be assessed only if the Owner is provided a written notice that attorney's fees and costs will be charged to the Owner if the delinquency or violation continues after a date certain. An Owner is not liable for attorney's fees incurred by the Association relating to a matter described in Section 3.10 (b) (Duty to Provide Notice

Before Enforcement Action) below if the attorney's fees are incurred before the conclusion of the hearing; or, if the Owner does not request a hearing, before the date by which the Owner must request a hearing. All attorney's fees, costs, and other amounts collected from an Owner shall be deposited into an account maintained at a financial institution in the name of the Association or its Managing Agent. Only Board members or the Association's Managing Agent or employees of its Managing Agent may be signatories on the account. On written request from the Owner, the Association shall provide copies of invoices for attorney's fees and other costs relating only to the matter for which the Association seeks reimbursement of fees and costs.

It is the Owner's responsibility to notify the Association, in writing, when the Owner believes a violation has been cured to allow the Association to reevaluate the violation and consider ceasing the accrual of any additional fines. Fines may continue to be assessed until the Association receives such notice from the Owner.

3.8 Suspension of Privileges. In addition to any rights and remedies available at law or in equity or specifically provided in this Declaration or any other governing document, in the event an Owner or his family, homebuilder, contractor, tenants, occupants or guests violates this Declaration, the Bylaws, or any rules, regulations or guidelines of the Association published by the Board and filed in the Official Public Records of Blanco County, or any applicable regulatory or governmental authority, or violates any other applicable law, regulation, rule or contractual obligation, the Board of the Association and/or the ACC, acting on behalf of the Association, may (a) suspend or condition the right of an Owner of a Residential Tract and any of his family, tenants, occupants or guests to use the facilities and amenities (including all or part of the Common Area(s) owned, operated, or managed by the Association) until such matter or violation is cured or satisfied, (b) suspend any approval for the construction, improvement, renovation, addition or alteration to a Tract or improvement, (c) record a notice of non-compliance regarding such violation (specifying the applicable Tract) in the Official Public Records of Blanco County, Texas, and/or (d) withhold any approval or consent required or permitted to be given pursuant to this Declaration until such matter or violation is cured or satisfied.

3.9 Payments and Alternative Payment Schedule. The Association may at any time without further notice require any payments due to the Association be made in cash, wired federal funds, or other certified funds. The Association hereby adopts reasonable guidelines to establish an alternative payment schedule by which an Owner may make partial payments to the Association for assessments or other amounts owed to the Association without accruing additional penalties. The Association hereby adopts the following guidelines with regard to alternative payment schedules for delinquent assessments and other amounts owed by an Owner:

a. Term. The minimum term for a payment agreement shall be three (3) months and the maximum shall be eighteen (18) months from the date of the Owner's request for a payment plan. Subject to such minimum and maximum terms, the

Association shall determine the appropriate term of the payment plan in its sole discretion.

b. Form. Any and all alternative payment agreements shall be in writing and signed by the Owner and a duly authorized member of the Board of the Association.

c. Additional Monetary Expense. So long as an Owner is not in default under the terms of the payment agreement, the Owner shall not incur additional monetary expenses; however, the Owner shall be responsible for all interest accruing during the term of the payment plan as well as reasonable costs associated with administering the payment plan or interest.

d. Application of Payments: If at the time the Association receives a payment, the Owner is not in default under an alternative payment agreement, the Association shall apply the payment to the owner's debt in the order specified in Section 3.12 (Priority and Application of Payments) below.

e. Default: If the Owner defaults under a payment plan agreement, the account may immediately be turned over to the Association's attorney for collection. The Association shall not be required to enter into an alternative payment agreement with an Owner who failed to honor the terms of a previous payment agreement during the two (2) years following the Owner's default under the previous alternative payment agreement. At the discretion of the Association, an Owner who failed to honor the terms of a previous payment agreement may be required to waive expedited foreclosure proceedings as a condition to an additional alternative payment agreement. If, at any time the Association receives a payment from an Owner who is in default of an alternative payment agreement, the Association is not required to apply the payment in the order of priority specified in Section 3.12 (Priority and Application of Payments) below.

The Association may reduce or waive some or all of the charges addressed by this policy on an *ad hoc* basis without waiving the right to charge such fees on future requests.

### 3.10 Remedies of the Association.

a. Delinquency; Creation of the Lien. Any assessments, fines, or other sum due under this Declaration, the Bylaws, or any rules, regulations, or guidelines of the Association or other governing documents not paid within thirty (30) days after the due date shall be delinquent and at the discretion of the Board of the Association, shall bear interest from the due date at the rate of the lesser of eighteen (18%) percent per annum or the highest lawful applicable rate permitted by law, and the Board of the Association may impose late fees and collection fees for any unpaid amounts due the Association, or any of the foregoing. Any such assessment, fine, or other amount due and all interest and costs of collection, including administrative costs of the Association and reasonable attorney's fees and any late fees adopted by the Board of the Association shall be secured by a lien upon the Owner's Tract to which such assessment, fine, or other costs relate,

which lien (a) shall be superior to all other liens and charges against such Tract, except only for ad valorem tax liens and all sums unpaid on a bona fide mortgage lien or deed of trust lien of record and otherwise permitted hereunder, and (b) shall be coupled with a power of sale in favor of the Association entitling the Association to exercise the right of foreclosure sale and the other rights and remedies afforded under the Texas Property Code, as amended. By acceptance of a deed or other form of conveyance to a Tract, each Owner hereby grants to the Association the lien provided for herein, which shall be deemed to be an express contractual lien and shall be superior to any defense of homestead or other exemption, the lien having been created prior to the creation or attachment of any homestead right with respect to any Tract.

b. **Duty to Provide Notice Before Enforcement Action.** Except as excluded in Section 3.10 (c) (Hearing Before Board; Alternative Dispute Resolution) below, before the Association may suspend an Owner's right to use the Common Area, file a suit against an Owner other than a suit to collect an Assessment or charge or foreclose under the Association's lien, charge an Owner for property damage, or levy a fine for violation of this Declaration, the Bylaws, Builder Guidelines, or any rules and regulations of the Association, the Association must give written notice to the Owner by certified mail, return receipt requested. The notice must describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the Association from the Owner and inform the Owner that the Owner is entitled to a reasonable period to cure the violation and avoid the fine or suspension (unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months), may request a hearing under Section 209.007 of the Texas Property Code on or before the thirtieth (30<sup>th</sup>) day after the date the Owner receives the notice, and may have special rights or relief related to the enforcement action under federal law, including the Service Members Civil Relief Act (50 U.S.C. app. Section 501 et seq.), if the Owner is serving on active military duty.

c. **Hearing Before Board; Alternative Dispute Resolution.** If the Owner is entitled to an opportunity to cure the violation, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before a committee appointed by the Board or before the Board if a committee is not appointed. If a hearing is to be held before a committee, the notice prescribed by Section 209.006 of the Texas Property Code must state the Owner has the right to appeal the committee's decision to the Board by written notice. The Association shall hold a hearing under this section not later than the thirtieth (30<sup>th</sup>) day after the date the Board receives the Owner's request for a hearing and shall notify the Owner of the date, time, and place of the hearing not later than the tenth (10<sup>th</sup>) day before the date of the hearing. The Board or the Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. The Owner or the Association may make an audio recording of the meeting. The Association may use alternative dispute resolution services. The Owner's presence is not required to hold a hearing.

Notwithstanding anything in this Declaration to the contrary, the notice and hearing provisions of this Declaration do not apply if the Association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action, but a party to the suit may file a motion to compel mediation. The notice and hearing provisions of this Declaration do not apply to a temporary suspension of a person's right to use the Common Area if the temporary suspension is the result of a violation that occurred in the Common Area and involved a significant and immediate risk of harm to others in the Development. The temporary suspension is effective until the Board makes a final determination on the suspension action after following the procedures set out in this section.

d. **Limit on Foreclosures.** Notwithstanding the foregoing, the Association may not foreclose an Assessment lien if the debt securing the lien consists solely of (i) fines assessed by the Association, (ii) attorney's fees incurred by the Association solely associated with fines assessed by the Association, or (iii) amounts added to the Owner's account as an Assessment under Section 209.005(i) of the Texas Property Code (relating to fees incurred in connection with the reproduction of the Association's books and records).

e. **Filing Notice of Lien.** To evidence the lien, the Association may file a written notice of such lien in the Official Public Records of Blanco County, Texas, setting forth the amount of the unpaid indebtedness, the name of the Owner of the Tract covered by such lien, and a description of the Tract. Subsequent to the recording of a notice of lien as provided herein, the Association may bring an action at law against the Owner personally obligated to pay the indebtedness secured thereby, and in addition, conduct a nonjudicial foreclosure sale of the Owner's Tract under the Texas Property Code or judicially foreclose the lien against the Owner's Tract, all such remedies being cumulative. In any suit or proceeding against the Owner or the Owner's Tract, the Owners shall be required to pay and shall be liable for all costs, expenses and reasonable attorneys' fees incurred by the Association. No Owner may waive or otherwise avoid liability for the assessments, fines, or other charges provided for herein by non-use of the Common Areas or abandonment of the assessed Tract by the Owner.

3.11 **Subordination of the Lien to Mortgages.** The lien of the assessments, fines, and other charges provided for herein shall be subordinate to the lien of any first mortgage, subordinate mortgage for home or other improvements, or home equity mortgage, existing at any time upon the particular Tract involved. Sale or transfer of any Tract shall not affect the assessment lien, and all provisions of this Declaration shall be binding as to any Tract acquired by foreclosure, trustee's sale or otherwise after such acquisition of title and as to any breach occurring thereafter. However, the sale or transfer of any Tract pursuant to foreclosure of a mortgage permitted herein (whether by exercise of power of sale or otherwise) or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments that became due prior to such sale or transfer. No sale or transfer shall relieve such Tract from liability for any assessments thereafter becoming due or from the lien thereof, but such lien shall exist as, and constitute, a separate and distinct charge and lien on such Tract.

3.12 **Priority and Application of Payments.** A payment received by the Association from an Owner shall be applied to the Owner's debt in the following order of priority: (a) any delinquent Assessment; (b) any current Assessment; (c) any attorney's fees or third party collection costs incurred by the Association associated solely with Assessments or any other charge that could provide the basis for foreclosure; (d) any other attorney's fees incurred by the Association that are not subject to clause (c) above; (e) any fines assessed by the Association; and (f) any other amount owed to the Association by such Owner. The foregoing notwithstanding, if, at the time the Association receives a payment from an Owner such Owner is in default under an alternative payment schedule entered into with the Association, the Association is not required to apply the payment in the order of priority specified above, and in applying the payment, a fine assessed by the Association may not be given priority over any other amount owed to the Association. The Association may refuse to accept partial payment, i.e., less than the full amount due and payable. The Association may also refuse to accept payments to which the payer attaches conditions or directions contrary to the foregoing order of priority or to any other policy of the Association. The Association may adopt a policy that endorsement and deposit of a payment does not constitute acceptance by the Association, and that acceptance occurs when the Association posts the payment to the Owner's account.

3.13 **Third Party Collections.** The Association may not hold an Owner liable for fees of a collection agent (defined below) retained by the Association unless the Association first provides written notice to the Owner by certified mail, return receipt requested, that (a) specifies each delinquent amount and the total amount of the payment required to make the account current; (b) describes the options the Owner has to avoid having the account turned over to a collection agent, including information regarding availability of an alternative payment schedule through the Association; and (c) provides a period of at least thirty (30) days for the Owner to cure the delinquency before further collection action is taken. An Owner is not liable for fees of the Association's collection agent if the obligation for payment by the Association is in any way dependent or contingent on amounts recovered, or the payment agreement between the Association and the collection agent does not require payment by the Association of all fees to a collection agent for the action undertaken by the collection agent. The agreement between the Association and a collection agent may not prohibit the Owner from contacting the Association's Board of the Association or the Association's managing agent regarding the Owner's delinquency. The Association may not sell or otherwise transfer any interest in the Association's accounts receivables for a purpose other than as collateral for a loan. In this Section 3.13 (Third Party Collections), "collection agent" means a debt collector, as defined by Section 803 of the federal Fair Debt Collection Practices Act (15 U.S.C. Section 1692a).

3.14 **Prerequisites to Foreclosure.** The Association may not foreclose an assessment lien by giving notice of sale under Section 51.002 of the Texas Property Code or commencing an expedited judicial foreclosure action unless the Association has (a) provided written notice of the total amount of the delinquency giving rise to the foreclosure to any other holder of a lien of record whose lien is inferior or subordinate to the Association's lien and is evidenced by a deed of trust recorded in the Official Public

Records of Blanco County, Texas; and (b) provided the recipient of such notice an opportunity to cure the delinquency before the sixty-first (61<sup>st</sup>) day after the date on which the recipient receives such notice. Such notice must be sent by certified mail, return receipt requested, to the address for the lienholder shown in the applicable deed of trust.

3.15 Notice After Foreclosure Sale. After the Association conducts a foreclosure sale of an Owner's Tract, the Association must send to the Owner and to each lienholder of record, not later than the thirtieth (30<sup>th</sup>) day after the date of the foreclosure sale, a written notice stating the date and time the sale occurred and informing the Tract Owner and each lienholder of record of the right of the Tract Owner and lienholder to redeem the property. The notice must be sent by certified mail, return receipt requested, to the Tract Owner's last known mailing address, as reflected in the records of the Association, the address of each holder of a lien on the Tract subject to foreclosure evidenced by the most recent deed of trust filed of record in the Official Public Records of Blanco County, Texas, and the address of each transferee or assignee of a deed of trust who has provided notice to the Association of such assignment or transfer. Notice provided by a transferee or assignee to the Association shall be in writing, shall contain the mailing address of the transferee or assignee, and shall be mailed by certified mail, return receipt requested, or United States mail with signature confirmation to the Association according to the mailing address of the Association pursuant to the most recent Management Certificate filed of record. If a recorded instrument does not include an address for the lienholder, the Association does not have a duty to notify the lienholder as provided by this section. For purposes of this section, the Tract Owner is deemed to have given approval for the Association to notify the lienholder. Not later than the thirtieth (30<sup>th</sup>) day after the date the Association sends the notice, the Association must record an affidavit in the Official Public Records of Blanco County, Texas, stating the date on which the notice was sent and containing a legal description of the Tract. Any person is entitled to rely conclusively on the information contained in the recorded affidavit. The notice requirements of this section also apply to the sale of an Owner's Tract by a sheriff or constable conducted as provided by a judgment obtained by the Association.

3.16 Right of Redemption After Foreclosure. The Owner of a Tract in the Development or a lienholder of record may redeem the Tract from any purchaser at a sale foreclosing the Association's assessment lien not later than the one hundred eightieth (180<sup>th</sup>) day after the date the Association mails written notice of the sale to the Owner and the lienholder under Sections 209.010 and 209.011 of the Texas Property Code. A lienholder of record may not redeem the Tract as provided herein before ninety (90) days after the date the Association mails written notice of the sale to the Tract Owner and the lienholder, and only if the Tract Owner has not previously redeemed. A person who purchases a Tract at a sale foreclosing the Association's assessment lien may not transfer ownership of the Tract to a person other than a redeeming Tract Owner during the redemption period.

3.17 Removal of Foreclosure Authority. The right to foreclose the lien on real property for unpaid amounts due to the Association may be removed by a vote of at least sixty-

seven (67%) percent of the total votes allocated in the Association. Owners holding at least ten (10%) percent of all voting interests may petition the Association and require a special meeting to be called for the purpose of taking a vote for the purposes of this section. This section is required pursuant to Section 209.0093 of the Texas Property Code, and should this provision be amended or repealed in any form, this section shall be deemed to be automatically amended or repealed in accordance therewith.

3.18 **Right of Declarant to Set Rate.** During the Development Period, Declarant is entitled to change the annual rate of an Annual or Special Assessment as set forth in this section without the joinder, vote, or consent of any Owner and without further formality than giving notice.

3.19 **Transfer and Other Fees.** A transfer fee may be charged by the Association or its Managing Agent to reflect changes of ownership, tenancy or occupancy on the records of the Association. The right and authority to set the amount of and receive payment of charges for statements of Annual Assessments, Special Assessments or other indebtedness, resale certificates, and transfer fees as aforesaid is deemed to be assigned by virtue of contracting with a Managing Agent to provide the associated functions and services for so long as the applicable contract remains in effect, unless the applicable contract expressly provides otherwise.

**ARTICLE IV.**  
**PROPERTY OWNERS' ASSOCIATION**

4.1 **General Powers and Duties of the Association.** Declarant shall cause a Property Owners' Association to be formed to further the common interest of the Owners. The Association, acting through the Board or through persons to whom the Board has delegated such powers (and subject to the provisions of the Bylaws), shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interest of the Owners, to maintain, improve, and enhance the Common Areas, and to improve and enhance the attractiveness, desirability, and safety of the Development. The Association shall have the authority to act as the agent to enter into any and all contracts on behalf of the members in order to carry out the duties, powers, and obligations of the Association as set forth in this Declaration, the Bylaws, and any rules, regulations, or guidelines of the Association.

4.2 **Membership.** Every person or entity which is a record owner of any Tract shall be a member of the Association. The foregoing is not intended to include persons or entities which hold an interest merely as security for the performance of an obligation or those having only an interest in the mineral estate. No Owner shall have more than one membership for each Tract owned by such Owner. Memberships shall be appurtenant to and may not be separated from the ownership of the Tracts. Regardless of the number of persons who may own a Tract (such as husband and wife, or joint tenants, etc.) there shall be but one membership for each Tract. After the expiration of the Declarant Control Period, the Directors of the Association must be members of the Association. Ownership of a Tract shall be the sole qualification for membership. The voting rights of the members shall be set forth in the Bylaws of the Association. The rights and privileges of

membership, including the right to vote, may be exercised by a member or the member's designated representative.

4.3 Classes of Membership. The Association shall have two (2) classes of membership as follows:

a. Class "A". Class "A" members shall be all Tract Owners with the exception of the Class "B" member.

b. Class "B". The Class "B" member shall be Declarant and any successor of Declarant who takes title for the purposes of development and sale of Tracts in the Development.

4.4 Voting. Class "A" members shall be entitled to one (1) vote for each Tract of which they are record Owner. Class "B" member shall be entitled to ten (10) votes per Tract owned. The Class "B" membership shall terminate and be converted to Class "A" on or before the one hundred twentieth (120<sup>th</sup>) day after the date seventy-five percent (75%) of the Tracts that may be made subject to this Declaration are conveyed to Class "A" members.

4.5 Appointment of the Board of Directors. During the Declarant Control Period, the Class "B" member is entitled to appoint and remove the members of the Board of the Association and the officers of the Association. Notwithstanding, at least one-third (1/3) of the members of the Board shall be elected by the Owners other than the Declarant not later than the tenth (10<sup>th</sup>) anniversary after the Declaration was recorded in the Official Public Records of Blanco County, Texas.

4.6 Bylaws. The Association shall adopt Bylaws to govern the organization or operation of the Development and the use and enjoyment of the Tracts and Common Area, provided that the same are not in conflict with the terms and provisions of this Declaration.

4.7 Association Books and Records. Upon written request by an Owner or an Owner's authorized representative, including an Owner's agent, attorney or certified public accountant, the Association shall make the books and records of the Association reasonably available for examination by such Owner or such Owner's authorized representative, pursuant to the Association's records production policy.

4.8 Duty to Insure. The Association shall obtain general liability insurance and such other insurance as may be required by law, and as the Association shall deem necessary or desirable.

4.9 Duty to Levy and Collect the Annual Assessment. The Association shall levy, collect, and enforce the annual assessment and other charges and assessments as elsewhere provided in this Declaration.

4.10 Duties with Respect to Architectural Approvals. The Association shall perform functions to assist the ACC as elsewhere provided in this Declaration.

4.11 Duty to Prepare and Record Management Certificates. The Association shall record in the Official Public Records of Blanco County, Texas, a Management Certificate, signed by an officer of the Association, or the Managing Agent stating the name of the Development, the name of the Association, the recording data of the Development, the recording data of this Declaration, the name and mailing address of the Association, the name and mailing address of the Association's Managing Agent or designated representative, and other information the Association considers appropriate. The Association shall record an amended Management Certificate not later than the thirtieth (30<sup>th</sup>) day after the Association has a change in any information required herein. The Association, and its officers, Directors, employees, and agents are not subject to liability to any person for a delay in recording, or a failure to record the Management Certificate, unless the delay or failure is caused by gross negligence.

4.12 Power to Adopt Rules and Regulations. The Association may adopt, amend, repeal and enforce rules and regulations, and levy fines, as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration, the operation of the Association, the use and enjoyment of the Owners, and the use of any other property, facilities or improvements owned or operated by the Association.

**ARTICLE V.**  
**GENERAL PROVISIONS**

5.1 Enforcement. All restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration shall run with the land. The Association, the ACC, Declarant, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by Declarant, the Association, any Owner, or any other party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

All rights and authority granted to Declarant hereunder shall continue until the termination of the Development Period, as set forth in Section 1.15 (Development Period) above. On such date, all rights and authority granted to Declarant hereunder shall vest in, and thereafter be exercised by, the Association, except for rights and authority which by their terms cease to exist hereunder on or prior to such date. Declarant may assign any or all of its rights and authority as Declarant hereunder to any person or entity until the termination of the Development Period by written assignment duly recorded in the Official Public Records of Blanco County, Texas, a copy of which shall be delivered to the Board of the Association. Conveyance by Declarant of a property interest alone shall not constitute an assignment of Declarant's rights and authority as Declarant hereunder.

5.2 Traffic Rules. All persons must obey all traffic signs, all posted speed limits, and all other rules promulgated by the Association throughout the Development. Unless otherwise posted, the speed limit on all roads in the Development is fifteen (15) miles per hour.

5.3 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of fifty (50) years from the Effective Date of this Declaration, after which time they shall be automatically extended for successive periods of twenty (20) years. This Declaration shall be subject to amendment as follows:

a. By Declarant. Declarant, during the Development Period, reserves the sole and exclusive right, without joinder or consent of any Owner, to (i) amend, restate, modify or repeal, this Declaration, the Bylaws, and any rules, regulations, or guidelines of the Association; (ii) amend, revise, modify, or vacate any Plat; and (iii) annex and subject any other property to the scheme of this Declaration, provided that any annexation is not inconsistent with the scheme of the Development. This Declaration, the Bylaws, or any rules, regulations, or guidelines of the Association may not be amended during the period of time between which Declarant loses the majority of voting rights and the time a new Board of Directors of the Association, consisting of Owner members, assumes office.

b. By Owners. This Declaration may be amended or restated by the written agreement or by signed Ballots voting for such of not less than sixty-seven (67%) percent of all of the Owners in the Development. Such amendment must be approved by said Owners within three hundred sixty-five (365) days of the date the first Owner executes such amendment. Otherwise, such amendment shall fail. If the amendment is adopted, it shall bind and affect the respective Tracts whose Owners shall approve such amendment from the time after the date such amendment is approved by each Owner. The date an Owner's signature is acknowledged shall constitute *prima facie* evidence of the date of execution and adoption of said amendment by such Owner. Those members entitled to cast not less than sixty-seven (67%) percent of all of the votes of the Association may also vote to amend this Declaration, in person, or by proxy, at a meeting of the members duly called for such purpose, written notice of which shall be given to all Owners at least ten (10) days and not more than sixty (60) days in advance and shall set forth the purpose of such meeting. Any such amendment shall become effective when an instrument is filed for record in the Official Public Records of Blanco County, Texas, accompanied by a certificate, signed by a majority of the Board, stating that the required number of members voted in favor of the instrument amending this Declaration or cast a written vote, in person or by proxy, in favor of said amendment at the meeting called for such purpose.

c. By the Association. The Board of the Association has the right in its sole judgment, from time to time, and at any time, to amend this Declaration without joinder of any Owner for the following purposes:

(i) to resolve or clarify any ambiguity or conflicts herein, or to correct any inadvertent misstatements, errors, or omissions herein; or (ii) to conform this Declaration to the requirements of any lending institution; provided, the Board has no obligation whatsoever to amend this Declaration in accordance with any such lending institution requirements, and the Board may not so amend this Declaration if, in the sole opinion of the Board, any substantive and substantial rights of Owners would be adversely affected thereby; or

(ii) to conform this Declaration to the requirements of any governmental agency, including the Federal Home Loan Mortgage Corporation, Federal National Mortgage Agency, Veterans Administration, or Federal Housing Administration, and in this respect, the Board shall so amend this Declaration to the extent required by law upon receipt of written notice of such requirements and request for compliance; or

(iii) to amend the rules and regulations of the Association, if the Board deems appropriate to comply with the scheme of the Declaration and the Development; and

(iv) to amend the alternative payment schedule for certain assessments, open records policy, records retention policy, and/or other policies to comply with the Texas Property Code.

5.4 Gender and Number. Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

5.5 Headings. The section headings herein are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such sections.

5.6 Severability. The invalidity, violation, abandonment, waiver of, or failure to enforce any one or more of any part or provision of this document shall in no way affect or impair the remaining provisions or parts thereof which shall remain in full force and effect.

5.7 Variance Provision. Except as expressly otherwise provided herein, Declarant or the ACC shall have the right, but not the obligation, in its discretion to review and approve or disapprove variances with respect to any requirements of this Declaration requiring approval by the ACC, based on detailed documentation as specified by and provided to Declarant or the ACC.

5.8 Final Plat and Notes, Other Authorities. Each Owner is obligated to read, understand and strictly follow the notes and provisions of each Final Plat. If other authorities, such as the county or state, impose more demanding, expensive or restrictive requirements than those set forth herein, the requirements of such authorities shall be

complied with. Other authorities' imposition of lesser requirements than those set forth herein shall not supersede or diminish the requirements herein.

5.9 Addresses. Any notices or correspondence by the ACC or the Association to an Owner of a Tract shall be addressed to the street address of the Tract or to such other address as the ACC or Association and such Owner shall specify. Any notice or plan submission to the ACC shall be addressed to 3001 South Highway 281, Marble Falls, Texas 78654. Any notice to the Association shall be addressed to the address of the Association as it is recorded in the Official Public Records of Blanco County, or by email to the Association as listed on the website for the Association or community. The ACC or Association may change its address for notice and plan submission by recording in the Official Public Records of Blanco County a notice of change of address.

5.10 No Representations or Warranties. No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by the Association or its agents or employees in connection with any portion of the Development, or any improvement thereon, its or their physical condition, compliance with applicable laws, fitness for intended use, or in connection with the sale, operation, maintenance, cost of maintenance, taxes, or regulation thereof, unless and except as specifically shall be set forth in writing.

5.11 Conflicts between Bylaws and Declaration. Conflicts between the Bylaws of the Association and this Declaration shall be controlled by this Declaration.

5.12 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose and intent of this Declaration.

5.13 Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners and the Association, and respective heirs, legal representatives, executors, administrators, successors and assigns.

5.14 Effect of Violations on Mortgages. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgagee under any such mortgage, the holder of any such lien or beneficiary of any such deed of trust; and any such mortgage, lien or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

5.15 Governing Law. This Declaration shall be construed and governed under the laws of the State of Texas.

5.16 Delivery Of Development Information To Owner. Not later than the tenth (10th) business day after the date a written request for Development information is received from an Owner or the Owner's agent, a purchaser of a Tract or Tracts in the Development or the purchaser's agent, or a title insurance company or its agent acting on behalf of the Owner or purchaser, and the evidence of the requestor's authority to order a resale

certificate is received and verified, the Association shall deliver to the Owner or the Owner's agent, the purchaser or the purchaser's agent, or the title insurance company or its agent: (i) a current copy of the Declaration, (ii) a current copy of the Bylaws and rules and regulations of the Association, and (iii) a resale certificate prepared not earlier than the sixtieth (60<sup>th</sup>) day before the date of delivery that complies with Texas Property Code § 207.003. For a request from a purchaser of property in the Development or the purchaser's agent, the Association may require the purchaser or purchaser's agent to provide to the Association, before the Association begins the process of preparing or delivers the items listed, reasonable evidence that the purchaser has a contractual or other right to acquire property in the Development. A resale certificate must contain: (i) a statement of any right of first refusal, other than a right of first refusal that is prohibited by statute, and any other restraint contained in this Declaration, the Bylaws, or any rules, regulations, or guidelines of the Association that restricts the Owner's right to transfer the Owner's Tract, (ii) the frequency and amount of any maintenance charges or Annual Assessments, (iii) the amount and purpose of any Special Assessment that has been approved before and is due after the resale certificate is delivered, (iv) the total of all amounts due and unpaid to the Association that are attributable to the Owner's Tract, (v) capital expenditures, if any, approved by the Association for the current fiscal year, (vi) the amount of reserves, if any, for capital expenditures, (vii) the Association's current operating budget and balance sheet, (viii) the total of any unsatisfied judgments against the Association, (ix) the style and cause number of any pending lawsuit in which the Association is a party, other than a lawsuit relating to unpaid ad valorem taxes of an individual member of the Association, (x) a copy of a certificate of insurance showing the Association's property and liability insurance relating to the Common Areas and common facilities, (xi) a description of any conditions on the Owner's Tract that the Board has actual knowledge are in violation of the Declaration or Bylaws or rules and regulations, (xii) a summary or copy of notices received by the Association from any governmental authority regarding health or housing code violations existing on the preparation date of the resale certificate relating to the Owner's Tract or any Common Areas, (xiii) the amount of any administrative or transfer fee charged by the Association or its managing agent for a change of ownership of Tracts in the Development, (xiv) the name, mailing address, and telephone number of the Association's managing agent, (xv) a statement indicating whether the restrictions allow foreclosure of the Association's lien on the Owner's Tract for failure to pay assessments, and (xvi) a statement of all fees associated with the transfer of ownership, including a description of each fee, to whom each fee is paid, and the amount of each fee. The Association may charge a reasonable fee to assemble, copy, and deliver the information required by this section and may charge a reasonable fee to prepare and deliver an update of a resale certificate. The Association may require payment before beginning the process of providing a resale certificate but may not process a payment until the resale certificate is available for delivery. The Association may not charge a fee if the resale certificate is not provided in the time prescribed. The Association shall deliver the information required to the person specified in the written request. A written request that does not specify the name and location to which the information is to be sent is not effective. The Association may deliver the information required and any update to the resale certificate by mail, hand delivery, or alternative delivery means specified in the written request. Neither the Association nor its

managing agent is required to inspect a Tract before issuing a resale certificate or an update. Not later than the seventh (7th) business day after the date a written request for an update of a resale certificate is received from an Owner, Owner's agent, or title insurance company, the Association shall deliver to the Owner, Owner's agent, or title insurance company or its agent an updated resale certificate that contains the following information: if a right of first refusal or other restraint on sale is contained in this Declaration, the Bylaws, or any rules, regulations, or guidelines of the Association, a statement of whether the Association waives the restraint on sale; the status of any unpaid Annual or Special Assessments, maintenance charges, dues, or other payments attributable to the Owner's Tract(s); and any changes to the information provided in the resale certificate issued previously. Requests for an updated resale certificate must be made within one hundred eighty (180) days of the date the original resale certificate was issued. The updated request may be made only by the party requesting the original resale certificate.

5.17 Online Development Information Required. The Association shall make this Declaration, any Development Area Declaration, the Bylaws, any rules, regulations, or guidelines of the Association, and any other governing documents relating to the Development and filed in the Official Public Records of Blanco County, Texas, available on its website if the Association has, or its managing agent on behalf of the Association maintains, a publicly accessible website.

SIGNED this 17<sup>th</sup> day of May, 2021, to be effective as of the date this Master Declaration is filed for record in the Official Public Records of Blanco County, Texas (the "Effective Date").

**DECLARANT:**

**281 Round Mountain, LLC,  
a Texas limited liability company**

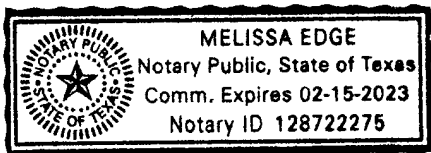
By: Travis Dean Manager  
Travis Dean, Manager

THE STATE OF TEXAS           §  
  §  
COUNTY OF BURNET           §

**ACKNOWLEDGMENT**

This instrument was acknowledged before me on this 17 day of May, 2021, by Travis Dean, Manager of 281 Round Mountain, LLC, a Texas Limited Liability company, on behalf of said company.

By: Melissa Edge  
Notary Public, State of Texas



**EXHIBIT "A"**

FIELD NOTES TO ACCOMPANY A SURVEY PLAT OF A 113.96 ACRE TRACT OF LAND OUT OF THE JESSE BILLINGSLEY SURVEY, NO. 82, ABSTRACT NO. 57, AND BEING A PORTION OF THAT CERTAIN 150.00 ACRES CONVEYED TO HERMAN L. KAST, VOLUME 79, PAGE 678, DEED RECORDS, BLANCO COUNTY, TEXAS (D.R.B.C.T.). THE BASIS OF BEARING FOR THIS SURVEY IS THE TEXAS STATE PLANE GRID, CENTRAL ZONE, NAD 83. ( ) DENOTES RECORD INFORMATION

BEGINNING AT A MAG NAIL SET IN CONCRETE WITH WASHER STAMPED "WILLIS" AT THE BASE OF A 3" PIPE POST, BEING THE NORTHWEST CORNER OF THIS 113.96 ACRE TRACT OF LAND AND BEING THE SOUTHWEST CORNER OF A PORTION OF 70.0 ACRES CONVEYED TO PAMELA K. PAYNE AND BILLY JACK PAYNE RECORDED IN VOLUME 0238, PAGE 939, OFFICIAL PUBLIC RECORDS, BLANCO COUNTY, TEXAS (O.P.R.B.C.T.) AND BEING IN THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY NO. 281 CONVEYED TO STATE OF TEXAS RECORDED IN VOLUME 66, PAGE 285, D.R.B.C.T. AND BEING IN THE WEST LINE OF SAID 150.00 ACRES, FROM WHICH A CONCRETE HIGHWAY MONUMENT FOUND BEARS NORTH 21°50'44" EAST 2770.10 FEET, FOR A MONUMENT OF DIGNITY FOR THE RE-CONSTRUCTION OF SAID HIGHWAY RIGHT-OF-WAY, AND A 1/2" REBAR FOUND WITH CAP STAMPED "SURVTEX LLC" BEARS S89°51'23"W 0.58';

THENCE NORTH 89°51'23" EAST (NORTH 89°22'21" EAST) ALONG THE NORTH LINE OF THIS 113.96 ACRE TRACT OF LAND AND THE SOUTH LINE OF SAID 70.0 ACRES, A DISTANCE OF 2150.81 FEET (2150.81 FEET) TO A 1/2" REBAR SET WITH CAP STAMPED "WILLIS" AT THE BASE OF A 3" PIPE POST, BEING THE NORTHEAST CORNER HEREOF AND THE NORTHWEST CORNER OF 7.03 ACRES CONVEYED TO GARY D. HULSEY AND JANICE M. HULSEY RECORDED IN VOLUME 107, PAGE 426, O.P.R.B.C.T. AND BEING AN ANGLE POINT IN THE SOUTH LINE OF 10.00 ACRES CONVEYED TO BAY MARINA AND SPORTS CENTER, INC., RECORDED IN VOLUME 530, PAGE 0934, O.P.R.B.C.T. FROM WITCH A 1/2" REBAR FOUND WITH CAP STAMPED "5421" AT THE SOUTHWEST CORNER OF SAID 10.00 ACRES, BEARS S89°51'23"W 251.45' FOR A MONUMENT OF DIGNITY FOR THE RE-CONSTRUCTION OF THE SOUTH LINE OF SAID 70.00 ACRES;

THENCE SOUTH 01°57'05" WEST (SOUTH 03°57'00" WEST), ALONG THE EAST LINE OF THIS 113.96 ACRE TRACT OF LAND AND THE WEST LINE OF SAID 7.03 ACRES, A DISTANCE OF 491.90 FEET (491.90 FEET) TO A 1/2" REBAR SET WITH CAP STAMPED "WILLIS" AT THE BASE OF A 3" PIPE POST, BEING AN ANGLE POINT HEREOF;

THENCE NORTH 62°41'05" EAST (NORTH 64°41'00" EAST), ALONG THE EAST LINE OF THIS 113.96 ACRE TRACT OF LAND AND THE WEST LINE OF SAID 7.03 ACRES, A DISTANCE OF 116.74 FEET (116.74 FEET) TO A 1/2" REBAR SET WITH CAP STAMPED "WILLIS" AT THE BASE OF A 3" PIPE POST, BEING AN ANGLE POINT HEREOF;

THENCE SOUTH 21°22'55" EAST (SOUTH 19°23'00" EAST), ALONG THE EAST LINE OF THIS 113.96 ACRE TRACT OF LAND AND THE WEST LINE OF SAID 7.03 ACRES, A DISTANCE OF 383.16 FEET (383.16 FEET) TO A 1/2" REBAR SET WITH CAP STAMPED "WILLIS" AT THE BASE OF A 4" PIPE POST, BEING AN ANGLE POINT HEREOF;

THENCE NORTH 63°08'22" EAST (NORTH 64°59'00" EAST), ALONG THE EAST LINE OF THIS 113.96 ACRE TRACT OF LAND AND THE SOUTH LINE OF SAID 7.03 ACRES, A DISTANCE OF 254.96 FEET (254.96 FEET) TO A MAG NAIL SET IN CONCRETE WITH WASHER STAMPED "WILLIS" AT THE BASE OF A 4" PIPE POST, BEING AN ANGLE POINT IN THE WEST FENCED RIGHT-OF-WAY LINE OF BLANCO COUNTY ROAD NO. 305 AND BEING IN THE EAST LINE OF SAID 150.00 ACRES;

THENCE SOUTH 01°53'35" EAST (SOUTH), ALONG THE EAST LINE OF THIS 113.96 ACRE TRACT OF LAND AND OF SAID 150.00 ACRES AND WITH THE WEST FENCED RIGHT-OF-WAY LINE OF SAID BLANCO

COUNTY ROAD NO. 305, A DISTANCE OF 1545.61 FEET TO A MAG NAIL SET IN CONCRETE WITH WASHER STAMPED "WILLIS" AT THE BASE OF A 4" PIPE POST, BEING THE SOUTHEAST CORNER HEREOF AND OF SAID 150.00 ACRES AND BEING THE NORTHEAST CORNER OF A PORTION OF 40.00 ACRES CONVEYED TO JAMES WOODCOOK AND MELISSA WOODCOOK RECORDED IN DOCUMENT NO. 20170054, O.P.R.B.C.T., FROM WHICH, A 1/2" REBAR FOUND WITH CAP STAMPED "HLS 5263" AT THE NORTHEAST CORNER OF 10.00 ACRES OUT OF SAID 40.00 ACRES RECORDED IN DOCUMENT NO. 20170581, O.P.R.B.C.T., BEARS SOUTH 01°58'25" EAST 921.49 FEET FOR A MONUMENT OF DIGNITY FOR THE RE-CONSTRUCTION OF THE SOUTHEAST CORNER HEREOF;

THENCE SOUTH 88°28'37" WEST (WEST), ALONG THE SOUTH LINE OF THIS 113.96 ACRE TRACT OF LAND AND OF SAID 150.00 ACRES, THE NORTH LINE OF SAID 40.00 ACRES, WITH A DISTANCE OF 1379.87 FEET (1380.0 FEET) TO A 1/2" REBAR SET WITH CAP STAMPED "WILLIS" AT THE BASE OF A 5" PIPE POST, BEING THE MOST SOUTHERLY SOUTHWEST CORNER HERE OF, AND THE MOST NORTHERLY SOUTHEAST CORNER OF 50.16 ACRES CONVEYED TO ELBERT NICHOLS AND MARIE NICHOLS RECORDED IN VOLUME 146, PAGE 533, O.P.R.B.C.T.;

THENCE NORTH 01°42'36" EAST (NORTH), ALONG THE WEST LINE OF THIS 113.96 ACRE TRACT OF LAND AND OF SAID 150.00 ACRES, AND THE EAST LINE OF SAID 50.16 ACRES, A DISTANCE OF 245.12 FEET (244.44 FEET) TO A 1/2" REBAR FOUND BEING AN ANGLE POINT HEREOF AND A MONUMENT OF DIGNITY FOR THE RE-CONSTRUCTION OF THE EAST LINE OF SAID 50.16 ACRE TRACT;

THENCE NORTH 55°41'19" WEST (NORTH 53°30' WEST), ALONG THE WEST LINE OF THIS 113.96 ACRE TRACT OF LAND AND OF SAID 150.00 ACRES, AND THE EAST LINE OF SAID 50.16 ACRES, A DISTANCE OF 339.01 FEET (335.0 FEET) TO A 1/2" REBAR SET WITH CAP STAMPED "WILLIS" BEING AN ANGLE POINT HEREOF AND OF SAID 50.16 ACRES;

THENCE NORTH 28°54'09" EAST (NORTH 29°15' EAST), ALONG THE WEST LINE OF THIS 113.96 ACRE TRACT OF LAND AND OF SAID 150.00 ACRES, AND THE EAST LINE OF SAID 50.16 ACRES, A DISTANCE OF 330.81 FEET (329.16 FEET) TO A MAG NAIL SET WITH WASHER STAMPED "WILLIS" IN THE SIDE OF A FALLEN CEDAR FENCE POST, BEING AN ANGLE POINT HEREOF AND OF SAID 50.16 ACRES;

THENCE NORTH 62°40'19" WEST (NORTH 64°15' WEST), ALONG THE SOUTH LINE OF THIS 113.96 ACRE TRACT OF LAND AND OF SAID 150.00 ACRES, AND THE NORTH LINE OF SAID 50.16 ACRES, A DISTANCE OF 477.26 FEET (485.0 FEET) TO A 1/2" REBAR FOUND BEING AN ANGLE POINT HEREOF AND A MONUMENT OF DIGNITY FOR THE RE-CONSTRUCTION OF THE EAST LINE OF SAID 50.16 ACRE TRACT;

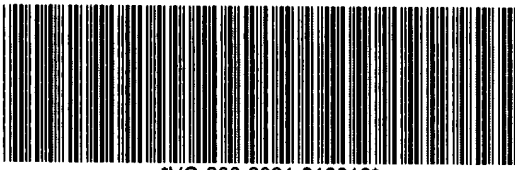
THENCE SOUTH 84°23'51" WEST (SOUTH 85°30' WEST)), ALONG THE SOUTH LINE OF THIS 113.96 ACRE TRACT OF LAND AND OF SAID 150.00 ACRES, AND THE NORTH LINE OF SAID 50.16 ACRES, AT 772.58'

PASSING THE NORTHWEST CORNER OF SAID 50.16 ACRES AND THE NORTHEAST CORNER OF 16.89 ACRES CONVEYED TO KCW INTERESTS, LLC. IN VOLUME 499, PAGE 0495, O.P.R.B.C.T., IN ALL A DISTANCE OF 867.38 FEET (859.44 FEET) TO A 5" METAL FENCE POST BEING AN ANGLE POINT IN THE SOUTH LINE HEREOF AND IN THE NORTH LINE OF SAID 16.89 ACRES;

THENCE NORTH 81°25'37" WEST (NORTH 80°30' WEST), ALONG THE SOUTH LINE OF THIS 113.96 ACRE TRACT OF LAND AND OF SAID 150.00 ACRES, AND THE NORTH LINE OF SAID 16.89 ACRES, WITH A DISTANCE OF 471.23 FEET (536.11') TO A MAG NAIL SET IN CONCRETE WITH WASHER STAMPED "WILLIS" BEING THE SOUTHWEST CORNER HEREOF BEING THE NORTHWEST CORNER OF SAID 16.89 ACRES AND BEING IN THE EAST RIGHT-OF-WAY OF SAID U.S. HIGHWAY NO. 281 FROM WHICH, A CONCRETE HIGHWAY MONUMENT BEARS ALONG A CURVE TO THE RIGHT WITH AN ARC LENGTH OF, 10.10 FEET A RADIUS OF, 5789.58 FEET AND A CHORD BEARING AND DISTANCE OF, SOUTH 29°43'26" WEST 10.10 FEET BEING ANOTHER MONUMENT OF DIGNITY FOR THE RE-CONSTRUCTION OF SAID HIGHWAY RIGHT-OF-WAY;

THENCE ALONG SAID EAST HIGHWAY RIGHT-OF-WAY, THE WEST LINE OF THIS 113.96 ACRE TRACT OF LAND AND OF SAID 150.00 ACRES, WITH A CURVE TO THE LEFT WITH AN ARC LENGTH OF, 804.95 FEET (805.00 FEET) A RAIDUS OF, 5789.58 FEET (5789.58 FEET) AND A CHORD BEARING AND DISTANCE OF, NORTH 25°41'27" EAST 804.30 FEET TO A CONCRETE HIGHWAY MONUMENT FOUND BEING AN ANGLE POINT HEREOF AND BEING ANOTHER MONUMENT OF DIGNITY FOR THE RE-CONSTRUCTION OF SAID HIGHWAY RIGHT-OF-WAY;

THENCE NORTH 21°50'44" EAST (NORTH 22°37' EAST), ALONG THE WEST LINE OF THIS 113.96 ACRE TRACT OF LAND AND OF SAID 150.00 ACRES AND THE EAST RIGHT-OF WAY LINE OF SAID U.S. HIGHWAY NO. 281, A DISTANCE OF 646.97 FEET TO THE PLACE OF BEGINNING.



\*VG-238-2021-212810\*

**Blanco County  
Laura Walla  
Blanco County Clerk**

**Instrument Number: 212810**

Real Property Recordings

Recorded On: May 19, 2021 11:45 AM

Number of Pages: 38

**" Examined and Charged as Follows: "**

Total Recording: \$165.00

**\*\*\*\*\* 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: 212810  
Receipt Number: 20210519000011  
Recorded Date/Time: May 19, 2021 11:45 AM  
User: Melody E  
Station: cclerk01

**Record and Return To:**

TRINITY OAKS PRESERVE AT ROUND MOUNTAIN



**STATE OF TEXAS  
Blanco County**

**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 Blanco County, Texas**

Laura Walla  
Blanco County Clerk  
Blanco County, TX

**BYLAWS  
OF  
TRINITY OAKS PRESERVE PROPERTY OWNERS' ASSOCIATION  
(A Texas Nonprofit Corporation)**

**ARTICLE 1  
INTRODUCTION**

1.1. PURPOSE OF BYLAWS. These Bylaws ("Bylaws") provide for the governance of Trinity Oaks Preserve Property Owners' Association (the "Association") a Property Owners Association, as that term is defined in Texas Property Code §209.002(7), whose Members consist of the owners of Tracts in Trinity Oaks Preserve at Round Mountain, located in Blanco County, Texas (the "Development"). The Development is covered by dedicatory instruments recorded in the Official Public Records of Blanco County, Texas, entitled (1) Second Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Trinity Oaks Preserve at Round Mountain, recorded as Document #212809 (the "Master Declaration"); (2) Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Residential Division of Trinity Oaks Preserve at Round Mountain, recorded as Document #212810 (the "Residential Declaration"); (3) Declaration of Covenants, Conditions and Restrictions for the Commercial Division of Trinity Oaks Preserve at Round Mountain, recorded as Document #193894, and (4) First Amendment to the Declaration of Covenants, Conditions and Restrictions for the Commercial Division of Trinity Oaks Preserve at Round Mountain, recorded as Document #193980 (collectively the "Commercial Declaration"), as the same may be amended from time to time.

1.2. DEFINITIONS. Words and phrases defined in the Master Declaration shall have the same meanings when used in these Bylaws. Unless defined otherwise in the Master Declaration or in these Bylaws, words and phrases defined in Texas Property Code § 209.002 shall have the same meaning when used in these Bylaws. The following words and phrases shall have specified meanings when used in these Bylaws:

a. "Board of the Association" or "Board" means the Board of Directors of Trinity Oaks Preserve Property Owners' Association, the group of persons vested with the management of the affairs of the Association.

b. "Board Meeting" means a deliberation between a quorum of the voting Board, or between a quorum of the voting Board and another person, during which Association business is considered and the Board takes formal action; and does not include the gathering of a quorum of the Board at a social function unrelated to the business of the Association or the attendance of the Board at a regional, state, or national convention or ceremonial event, or press conference, if formal action is not taken and any discussion of Association business is incidental to the social function, convention, ceremonial event, or conference.

c. "Business Organizations Code" means the governing laws of the State of Texas for nonprofit corporations.

d. "Declarant Control Period" shall mean and refer to the period of time during which the Class "B" Member is entitled to appoint and remove the members of the Board of Directors and the Officers of the Association, other than Directors or Officers elected by Members of the Association pursuant to these Bylaws. The Class "B" membership shall terminate and be converted to Class "A" on or before the one hundred twentieth (120<sup>th</sup>) day after the date seventy-five percent (75%) of the Tracts that may be made subject to this Declaration are conveyed to Class "A" members.

e. "Dedicatory Instrument" means each governing document covering the establishment, maintenance, and operation of the Development, including the Master Declaration, the Residential Declaration, the Commercial Declaration, these Bylaws, the Certificate of Formation, and any other policies, rules and regulations of the Association.

f. "Development Period" means the period commencing on the Effective Date of the Master Declaration and continuing until the earlier to occur of: (i) the date on which Declarant no longer owns any portion of the Development, or (ii) the date on which Declarant files a notice of the termination of the Development Period in the Official Public Records of Blanco County, Texas. During the Development Period, Declarant reserves the right to (a) facilitate the development, construction and marketing of the Development, (b) direct the size, shape, and composition of the Development, and (c) exercise the rights and privileges of the Declarant pursuant to the Master Declaration and any other Development Area Declaration.

g. "Director" means a member of the Board of Directors of the Association.

h. "Majority" means more than 50 percent.

i. "Managing Agent" means the Association's designated representative as it appears on the Management Certificate.

j. "Management Certificate" means the instrument required to be recorded pursuant to Section 209.004 of the Texas Residential Property Owners Protection Act.

k. "Member" means a Member of the Association, each Member being an Owner of a Tract in the Development, unless the context indicates that a Member means a member of the Board of Directors or a member of a committee of the Association.

l. "Ordinary care" means the care that an ordinarily prudent person in a similar position would exercise under similar circumstances.

m. "Officer" means an Officer of the Association. "President," "Vice-President," "Secretary," and "Treasurer" mean, respectively, the President, Vice-president, Secretary, and Treasurer of the Association.

n. "Owner" shall mean shall mean and refer to the holder of record, whether one or more persons or entities, of fee simple title to any Tract which is a part of the

Development, including contract buyers (a buyer under an executory contract for conveyance), but excluding those having such interest merely a security for the performance of an obligation (i.e. holders of mortgages and home equity loans).

o. "Policies" means policies adopted by the Association, including but not limited to, the Open Records Production and Copying Policy and the Document Retention Policy.

p. "Texas Residential Property Owners Protection Act" or "The Act" shall refer to Texas Property Code Chapter 209, as same may be amended or repealed in whole or in part.

Other definitions contained in the Master Declaration are incorporated herein by reference, as if fully set forth.

1.3. NONPROFIT PURPOSE. The Association is not organized for profit and is governed by Chapter 22 of the Business Organizations Code.

1.4. COMPENSATION. A Director, Officer, or Member shall not be entitled to receive any pecuniary profit for the operation of the Association, and no dividend or assets of the Association shall be distributed to, or inure to the benefit of a Director, Officer, or Member; provided, however:

a. that reasonable compensation may be paid to a Director, Officer, or Member, for services rendered to the Association; and

b. that a Director, Officer, or Member may, from time to time, be reimbursed for his or her actual and reasonable expenses incurred on behalf of the Association in connection with the administration of the affairs of the Association, provided such expense has been approved by the Board.

1.5. GENERAL POWERS AND DUTIES. The Association, acting through the Directors, shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Development as may be required or permitted by the governing documents and state law. The Association may do any and all things that are lawful and which are necessary, proper, or desirable in operating for the best interests of its Members, subject only to the limitations upon the exercise of such powers as are expressly set forth in the governing documents.

## **ARTICLE 2 MEMBERSHIP**

2.1. MEMBERSHIP. Every person or entity who is a record Owner of any Tract in the Subdivision shall be a Member of the Association. All present or future Members are subject to the Certificate of Formation, Master Declaration, these Bylaws, and other Dedicatory Instruments. Membership in the Association will signify that each Tract Owner appoints the

Board of the Association to manage or regulate the Development in accordance with the provisions set forth in the dedicatory instruments. Further, Membership in the Association will signify that the Owner has designated the Association as its representative to initiate, defend or intervene in litigation or an administrative proceeding affecting the enforcement of the Master Declaration, the Residential Declaration, or the Commercial Declaration, or the protection, preservation or operation of the Development.

2.2. CLASSES OF MEMBERSHIP. The Association shall initially have two classes of Membership:

a. Class "A" Members shall be all Owners with the exception of the Class "B" Member; and

b. Class "B" Member shall be Declarant, its successors, and assigns who take title for the purposes of development and sale of the Development.

### **ARTICLE 3 GOVERNING BODY**

3.1. BOARD OF DIRECTORS. The Board of Directors shall govern the Association, each of whom shall have one (1) vote. The Board shall consist of three (3) Directors. Directors shall be elected at the first meeting of the Members after the expiration of the Declarant Control Period. A Director takes office upon the adjournment of the meeting or balloting at which he is elected or appointed and, absent, death, ineligibility, resignation, or removal, will hold office until his successor is elected or appointed. The number of Directors may be changed by amendment of these Bylaws, but shall not be less than three (3) or more than seven (7); however, a decrease in the number of Directors may not shorten the term of an incumbent Director. During the Declarant Control Period, the Class "B" Member is entitled to appoint and remove the members of the Board and the Officers of the Association. Notwithstanding, at least one-third (1/3) of the members of the Board shall be elected by the Owners other than the Declarant not later than the tenth (10th) anniversary after the Master Declaration was recorded in the Official Public Records of Blanco County, Texas.

3.2. QUALIFICATION AND TERM. After the Declarant Control Period expires, and the Class "B" membership ceases to exist, a Majority of Directors shall be Members of the Association. At the first meeting after the expiration of the Declarant Control Period, the Members shall elect three (3) Directors to a one (1) year term. At each annual meeting thereafter, the Members shall elect two (2) Directors to a two (2) year term and one (1) Director to a one (1) year term, or such other number of Directors as may be determined by amendment of these Bylaws. No Director shall serve more than two (2) consecutive terms.

3.2.1. Cohabitation. After the Declarant Control Period expires, a person may not serve on the Board if the person cohabits at the same primary residence with another member of the Board.

3.3. ELECTION. Directors shall be elected by the Members by written ballot. The election of Directors shall be conducted at the annual meeting of the Association, at any special meeting called for that purpose, or by mail, electronic mail, or a combination of mail and electronic mail.

3.4. VACANCIES. A Director may be appointed by a majority of the remaining Directors only to fill a vacancy caused by resignation, death, or disability. Each Director so elected shall serve out the remaining term of his predecessor. This section does not apply to the appointment of a Director during the Declarant Control Period.

3.5. REMOVAL OF DIRECTORS. At any annual or special meeting of the Association, any one or more of the Directors may be removed with or without cause by Members representing a Majority of the votes present in person or by proxy at such meeting in which a quorum is present, and a successor shall then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting. However, if the Board is presented with written, documentary evidence from a database or other record maintained by a governmental law enforcement authority that a Director has been convicted of a crime of moral turpitude not more than 20 years before the date the Board is presented with the evidence, the Member is immediately ineligible to serve on the Board, and is automatically considered removed from the Board, and is prohibited from future service on the Board.

3.6. ORGANIZATIONAL MEETINGS OF THE BOARD. Within ten (10) days after each annual meeting of the Association, the Directors shall convene an organizational meeting for the purpose of electing Officers. The time and place of such meeting shall be fixed by the Board and announced to the Directors.

3.7. OPEN MEETINGS OF THE BOARD. Regular and special Board meetings must be open to Owners, subject to the right of the Board to adjourn a Board meeting and reconvene in closed executive session to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the Association's attorney, matters involving the invasion of privacy of individual Owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Following an executive session, any decision made in the executive session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual Owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.

3.8. NOTICE OF BOARD MEETINGS.

3.8.1. To Directors. Notice of special meetings shall be provided to each Director at least seventy-two (72) hours before the start of the meeting, personally or by telephone or written communication, which notice shall state the place, time, and purpose of such meeting. Attendance of a Director at a meeting constitutes a waiver of notice, unless the

Director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

3.8.2. To Members. Members shall be given notice of the date, hour, place, and general subject of a regular or special Board meeting, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be mailed to each Member not later than the tenth (10th) day or earlier than the sixtieth (60th) day before the date of the meeting, or provided at least one hundred forty-four (144) hours before the start of a regular board meeting and at least seventy-two (72) hours before the start of a special board meeting by (1) posting the notice in a conspicuous manner reasonably designed to provide notice to Members in a place located in the Common Area or, with the property owner's consent, on other conspicuously located privately owned property within the Development, or on any Internet website available to Association Members that is maintained by the Association or by a management company on behalf of the Association and (2) sending the notice by e-mail to each Member who has registered an e-mail address with the Association. It is a Member's duty to keep an updated e-mail address registered with the Association.

3.9 REGULAR MEETINGS OF THE BOARD. Subject to the Act and other provisions of the Association's dedicatory instruments, regular meetings of the Board shall be held at such time as shall be determined, from time to time, by a majority of the Directors. The annual organizational meeting of the Board shall be considered a regular meeting.

3.10. SPECIAL MEETINGS OF THE BOARD. Special meetings of the Board may be called by the President or, if he or she is absent or refuses to act, by any two (2) Directors.

3.11. CONDUCT OF MEETINGS. The President shall preside over all meetings of the Board and the Secretary shall keep, or cause to be kept, a record of all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. When not in conflict with law or the governing documents, the then current edition of Robert's Rules of Order shall govern the conduct of the meetings of the Board.

3.12. QUORUM. At all meetings of the Board, a Majority of Directors shall constitute a quorum for the transaction of business, and the acts of the Majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If less than a quorum is present at any meeting of the Board, the majority of those present may adjourn the meeting from time to time. At any such reconvened meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice. A Director present by proxy at a meeting may not be counted toward a quorum.

3.13. PROXY. A Director may vote in person, or by proxy executed in writing by the Director. A proxy expires three (3) months after the date the proxy is executed.

3.14. PLACE OF MEETINGS. Except for a meeting held by electronic or telephonic means, a Board meeting must be held in a county in which all or part of the property in the Development is located or in a county adjacent to that county.

3.15. METHOD OF MEETING. The Board may hold a meeting by electronic or telephonic means provided that: (1) each Director may hear and be heard by every other Director; (2) except for any portion of the meeting conducted in executive session, all Members in attendance at the meeting may hear all Directors, and Members are allowed to listen using any electronic or telephonic communication method used or expected to be used by a Director to participate; and (3) the notice of the meeting includes instructions for Members to access any communication method required to be accessible.

3.16. BOARD ACTION WITHOUT NOTICE TO MEMBERS. A board may take action outside of a meeting, including voting by electronic or telephonic means, without prior notice to Members under Section 3.8.2, if each Director is given a reasonable opportunity to express the Director's opinion to all other Directors and to vote. Any action taken without notice to Members under Section 3.8.2 must be summarized orally, including an explanation of any known actual or estimated expenditures approved, and documented in the minutes of the next regular or special Board meeting. The Board may not, unless done in an open meeting for which prior notice was given in accordance with Section 3.8.2, consider or vote on: (1) fines; (2) damage assessments; (3) initiation of foreclosure actions; (4) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety; (5) increase in Regular Assessments; (6) levying of Special Assessments; (7) appeals from a denial of architectural control approval; (8) a suspension of a right of a particular Member before the Member has an opportunity to attend a Board meeting to present the Member's position, including any defense, on the issue; (9) lending or borrowing money; (10) the adoption or amendment of a dedicatory instrument; (11) the approval of an annual budget or the approval of an amendment of an annual budget; (12) the sale or purchase of real property; (13) the filling of a vacancy on the board; (14) the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or (15) the election of an Officer.

This section 3.16 applies to a meeting of the Board during the Development Period only if the meeting is conducted for the purpose of: (1) adopting or amending the governing documents, including declarations, bylaws, rules, and regulations of the association; (2) increasing the amount of regular assessments of the Association or adopting or increasing a special assessment; (3) electing non-developer Board members of the Association or establishing a process by which those Board members are elected; or (4) changing the voting rights of members of the Association.

3.17. MINUTES. The Board shall keep a record of each regular or special Board meeting in the form of written minutes of the meeting. Upon written request to the Managing Agent or Board in accordance with Article 9 herein, the Board shall make meeting records, including approved minutes, available to an Owner for inspection and copying pursuant to the Association's Records Production Policy.

3.18. RECESS. If the Board recesses a regular or special Board meeting to continue the following regular business day, the Board is not required to give notice of the continued meeting if the recess is taken in good faith and not to circumvent the requisites of this Article. If a regular or special board meeting is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board shall give notice of the

continuation in at least one manner prescribed by the Act and Section 3.8 of these Bylaws within two (2) hours after adjourning the meeting being continued.

**3.19. LIABILITIES AND STANDARD OF CARE.** A Director shall discharge the Director's duties, including duties as a committee member, in good faith, with ordinary care, and in a manner the Director reasonably believes to be in the best interest of the Association. A Director is not liable to the Association, a Member, or another person for an action taken or not taken as a Director if the Director acted in compliance with this section. A person seeking to establish liability of a Director must prove that the Director did not act in good faith, with ordinary care, in a manner the Director reasonably believed to be in the best interest of the Association. A Director is not considered to have the duties of a trustee of a trust with respect to the Association or with respect to property held or administered by the Association. A Director is not liable if, in the exercise of ordinary care, the Director acted in good faith and in reliance on the written opinion of an attorney for the Association.

**3.20. ASSOCIATION CONTRACTS.** The Association may enter into an enforceable contract with a current Association Board member, a person related to a current Association Board member within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, a company in which a current Association Board member has a financial interest in at least fifty-one (51%) percent of profits, or a company in which a person related to a current Association Board member within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, has a financial interest in at least fifty-one (51%) percent of profits only if the following conditions are satisfied: (A) the Board member, relative, or company bids on the proposed contract and the Association has received at least two (2) other bids for the contract from persons not associated with the Board member, relative, or company, if reasonably available in the community; (B) the board member is not given access to the other bids, does not participate in any board discussion regarding the contract, and does not vote on the award of the contract; (C) the material facts regarding the relationship or interest with respect to the proposed contract are disclosed to or known by the Association Board and the Board, in good faith and with ordinary care, authorizes the contract by an affirmative vote of the Majority of the Board Members who do not have an interest governed by this subsection; and (D) the Association Board certifies that the other requirements of this section have been satisfied by a resolution approved by an affirmative vote of the Majority of the Board Members who do not have an interest governed by this section. This section does not apply to a contract entered into by an Association during the Development Period.

**3.21. POWERS AND DUTIES.** In furtherance of its purposes, the Association shall have the following powers which, unless indicated otherwise by the Master Declaration or these Bylaws, may be exercised by the Board of Directors: (a) all of the powers conferred upon nonprofit corporations by the laws of the State of Texas in effect from time to time; (b) all rights and powers conferred upon property owners' associations by the laws of the State of Texas; (c) all powers conferred upon the Board of the Association by the Master Declaration and/or the Bylaws; and (d) all powers necessary, appropriate, or advisable to perform any purpose or duty of the Association as set out in this Certificate of Formation, the Bylaws, the Master Declaration, or the laws of the State of Texas. The act of a Majority of the Directors present in person or by proxy at a meeting at which a Quorum is present is the act of the Board of Directors.

3.22. RULES AND REGULATIONS. The Board, by resolution, may from time to time adopt and publish Rules and Regulations governing use of the Common Area and the personal conduct of the Members, and their guests, and may suspend the right to use of the Common Area, after notice and hearing, pursuant to Sections 209.006 and 209.007 of the Act.

3.23. GUESTS. The Board may limit the number of guests of Owners with respect to the use of the Common Areas.

3.24. DELINQUENT ACCOUNTS. The Board may establish, levy, and collect reasonable late charges for Members' delinquent accounts. The Board may also establish a rate of interest to be charged on Members' delinquent accounts, provided the rate of interest does not exceed eighteen percent (18%) or the maximum rate permitted by state law, whichever is the lesser.

3.25. FIDELITY BONDS. The Board shall require that all Officers, agents, and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds may be an expense of the Association.

3.26. EMPLOYEES. The Board may employ independent contractors or employees as deemed necessary, and may prescribe their duties.

3.27. FINES. In addition to, or in lieu of, other remedies as provided by law, the Board may levy fines for each day or occurrence that a violation of the dedicatory instruments persists after notice and hearing, provided the amount of the fine does not exceed the amount necessary to ensure compliance with the dedicatory instruments.

3.28. CONTRACTS FOR SERVICES. Subject to Section 3.20 herein, the Board may enter into contracts for services on behalf of the Association, and, when appropriate, shall solicit competitive bids based on a standard statement of work prepared or approved by the Board. If the Association proposes to contract for services that will cost more than \$50,000, the Association shall solicit bids or proposals in accordance with the Association's Bid Process Policy.

3.29. PROFESSIONAL ASSOCIATION MANAGEMENT SERVICES. The Board may employ a Managing Agent for the Association, at a compensation established by the Board, to perform duties and services authorized by the Board. The Board, or the Managing Agent on behalf of the Association, shall execute and file Management Certificates in accordance with Section 209.004 of the Act.

3.30. FINANCIAL RECORDS AND ANNUAL REPORTS. The Board shall maintain current and accurate financial records with complete entries as to each financial transaction of the Association, including income and expenditures, in accordance with generally accepted accounting principles. The Board shall annually prepare or approve a financial report for the Association for the preceding year. The report must conform to accounting standards as adopted by the American Institute of Certified Public Accountants and must include: a statement of

support, revenue and expenses, statement of changes in fund balances, a statement of functional expenses, and a balance sheet for each fund.

3.31. DISSENT TO ACTION. A Director who is present at a meeting of the Board of Directors at which action is taken on an Association matter is presumed to have assented to the action unless the Director's dissent has been entered in the minutes of the meeting, the Director has filed a written dissent to the action with the person acting as the secretary of the meeting before the meeting is adjourned, or the Director has sent a written dissent by registered mail to the Secretary of the Association immediately after the meeting has been adjourned. The right to dissent under this section does not apply to a Director who voted in favor of the action.

#### **ARTICLE 4 OFFICERS**

4.1. DESIGNATION. The principal Officers of the Association shall be the President, the Secretary, and the Treasurer. The Board may appoint such other Officers, including a Vice-President, and assistant Officers as it deems necessary. All Officers shall be Directors. Any two offices may be held by the same person, except the offices of President and Secretary. If an Officer is absent or unable to act, the Board may appoint a Director to perform the duties of that Officer and to act in place of that Officer, on an interim basis.

4.2. ELECTION OF OFFICERS. The Officers shall be elected annually by the Directors at the organizational meeting of the Board and shall hold office at the pleasure of the Board. Except for resignation or removal, Officers shall hold office until their respective successors have been designated by the Board. No Officer shall serve more than two (2) consecutive terms.

4.3. REMOVAL AND RESIGNATION OF OFFICERS. A majority of Directors may remove any Officer, with or without cause, at any regular meeting of the Board or at any special meeting of the Board called for that purpose. A successor may be elected at any regular or special meeting of the Board called for that purpose. An Officer may resign at any time by giving written notice to the Board. Unless the notice of resignation states otherwise, it is effective when received by the Board and does not require acceptance by the Board. The resignation or removal of an Officer who is also a Director does not constitute resignation or removal from the Board.

4.4. STANDARD OF CARE. An Officer is not liable to the Association or any other person for an action taken or omission made by the Officer in the person's capacity as an Officer unless the Officer's conduct was not exercised in good faith with ordinary care, and in a manner the officer reasonably believes to be in the best interest of the Association. This section shall not affect the liability of the Association for an act or omission of the Officer.

4.5. DESCRIPTION OF PRINCIPAL OFFICES.

4.5.1. President. As the chief executive Officer of the Association, the President shall: (i) preside at all meetings of the Association and of the Board; (ii) have all the general powers and duties which are usually vested in the office of President of a nonprofit corporation

organized under the laws of the State of Texas; (iii) have general supervision, direction, and control of the business of the Association, subject to the control of the Board; and (iv) see that all orders and resolutions of the Board are carried into effect.

4.5.2. Secretary. The Secretary shall: (i) keep the minutes of all meetings of the Board and of the Association; (ii) have charge of such books, papers, and records as the Board may direct; (iii) maintain a record of the names and addresses of the Members for the mailing of notices; (iv) prepare and give all notices in accordance with the Texas Business Organizations Code and the governing documents; (v) act as the custodian of records of the Association; (vi) review all mail on behalf of the Association; (vii) keep a current register of the names and addresses of Members; and (viii) in general, perform all duties incident to the office of Secretary.

4.5.4. Treasurer. The Treasurer shall: (i) be responsible for Association funds; (ii) keep full and accurate financial records and books of account showing all receipts and disbursements; (iii) prepare all required financial data and tax returns; (iv) deposit all monies or other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board; (v) prepare the annual and supplemental budgets of the Association; (vi) review the accounts of the managing agent on a monthly basis in the event such managing agent is responsible for collecting and disbursing Association funds; and (vii) perform all the duties incident to the office of Treasurer.

4.6. AUTHORIZED AGENTS. Except when the governing documents require execution of certain instruments by certain individuals, the Board may authorize any person to execute instruments on behalf of the Association, by written resolution. In the absence of Board designation, the President shall be the only person authorized to execute instruments on behalf of the Association.

## ARTICLE 5 MEETINGS OF THE ASSOCIATION

5.1. ANNUAL MEETING. Annual meetings of the Association shall be held at 6 o'clock p.m. on the last Wednesday in January each year, or within thirty (30) days thereafter, weather permitting. At the annual meeting, the Members shall elect Directors in accordance with these Bylaws. The Members may also transact such other business of the Association as may properly come before them. Notwithstanding any other provision in these Bylaws, the Board shall call an Annual Meeting of the Members of the Association.

5.2. MANDATORY ELECTION REQUIRED AFTER FAILURE TO CALL ANNUAL MEETING. If the Board does not call an Annual Meeting of the Association Members, a Member may demand that a meeting of the Association be called not later than the thirtieth (30th) day after the date of the Member's demand. The Member's demand must be made in writing and sent by certified mail, return receipt requested, to the registered agent of the Association and to the Association at the address for the Association according to the most recently filed Management Certificate. A copy of the notice must be sent to each Owner who is a Member of the Association. If the Board does not call a meeting of the Members of the Association on or before the thirtieth (30th) day after the date of a demand, three (3) or more

Members may form an election committee. The election committee shall file written notice of the committee's formation with the Blanco county clerk. A notice filed by an election committee must contain: (1) a statement that an election committee has been formed to call a meeting of Owners who are Members of the Association for the sole purpose of electing Directors; (2) the name and residential address of each committee member; and (3) the name of the Development over which the Association has jurisdiction under the dedicatory instruments. Each committee member must sign and acknowledge the notice before a notary or other official authorized to take acknowledgments. The county clerk shall enter on the notice the date the notice is filed and record the notice in the county's real property records. Only one committee in the Development may operate under this section at one time. If more than one committee in the Development files a notice, the first committee that files a notice, after having complied with all other requirements of this section, is the committee with the power to act under this section. A committee that does not hold or conduct a successful election within four (4) months after the date the notice is filed with the county clerk is dissolved by operation of law. An election held or conducted by a dissolved committee is ineffective for any purpose under this section. The election committee may call meetings of the Owners who are Members of the Association for the sole purpose of electing Directors. Notice, quorum, and voting provisions contained in these Bylaws apply to any meeting called by the election committee.

5.3. SPECIAL MEETINGS. It shall be the duty of the President to call a special meeting of the Association if directed to do so by a majority of the Board or by a petition signed by Members representing at least ten percent (10%) of the eligible votes in the Association. Such meeting shall be held within thirty (30) days after the Board resolution or receipt of the petition. The notice of any special meeting shall state the time, place, and purpose of such meeting. No business, except the purpose stated in the notice of the meeting, shall be transacted at a special meeting.

5.4. PLACE OF MEETINGS. Meetings of the Association shall be held at a place to be designated by the Board in the notice of the meeting.

5.5. NOTICE OF MEETINGS. Not later than the tenth (10th) day or earlier than the sixtieth (60th) day before the date of an election or vote, the Association shall give written notice of the election or vote to each Member in the Association, for purposes of an Association-wide election or vote or to vote for the election of members of the Board. For an election or vote of Owners not taken at a meeting, the Association shall send a Ballot to each Owner entitled to vote not later than the 30th day before the latest date on which a ballot may be submitted to be counted providing the voting options available to each Owner as it regards each individual resolution. Each Ballot shall also provide an option by which the Owner may assign their right to vote to a designated proxy entitling them to cast the Owner's vote at the sole discretion of the person to whom the Owner's proxy has been assigned.

5.6. ELIGIBILITY. All Members of the Association may receive notice of meetings of the Association, vote at meetings of the Association, or be elected to serve as a Director.

5.7. RECORD DATES.

5.7.1. Determining Notice Eligibility. The Board shall fix a date as the record date for determining the Members entitled to notice of a meeting of the Association. The record date may not be more than sixty (60) days before the date of a meeting of the Association at which Members will vote.

5.7.2. Determining Voting Eligibility. The Board shall fix a date as the record date for determining the Members entitled to vote at a meeting of the Association. The record date may not be more than sixty (60) days before the date of a meeting of the Association at which Members will vote.

5.7.3. Determining Rights Eligibility. The Board shall fix a date as the record date for determining the Members entitled to exercise any rights other than those described in the preceding two paragraphs. The record date may not be more than sixty (60) days before the date of the action for which eligibility is required, such as a nomination to the Board.

5.7.4. Adjournments. A determination of Members entitled to notice of, or to vote at, a meeting of the Association is effective for any adjournment of the meeting unless the Board fixes a new date for determining the right to notice or the right to vote. The Board must fix a new date for determining the right to notice or the right to vote if the meeting is adjourned to a date more than ninety (90) days after the record date for determining Members entitled to notice of the original meeting.

5.8 VOTING MEMBERS LIST. The Board shall prepare and make available a list of the Association's voting Members in accordance with Business Organizations Code Section 22.158. After setting a record date for the notice of a meeting, the Association shall prepare an alphabetical list of the names of all its voting members. The list must identify the Members who are entitled to notice, the address of each voting Member, and the number of votes each voting Member is entitled to cast at the meeting. Not later than the second (2nd) business day after the date notice is given of a meeting for which a list was prepared in accordance with this section, and continuing through the meeting, the list of voting Members must be available at the office of the Association's Managing Agent, according to the most recent Management Certificate recorded, as identified in the notice of the meeting, for inspection by Members entitled to vote at the meeting for the purpose of communication with other Members concerning the meeting. A voting Member or voting Member's agent or attorney is entitled on written demand to inspect and, at the member's expense and subject to the Association's Open Records Production and Copying Policy, copy the list at a reasonable time during the period the list is available for inspection. The Association shall make the list of voting Members available at the meeting. A voting Member or voting Member's agent or attorney is entitled to inspect the list at any time during the meeting or an adjournment of the meeting.

5.9 QUORUM. At any meeting of the Association, the presence in person or by proxy of Members entitled to cast at least ten percent (10%) of all the votes of the Members entitled to cast votes at the time of such meeting shall constitute a quorum, except with respect to a meeting called for the purpose of soliciting Owner approval of one or more specific resolutions related either to Sections 3.3 (Maximum Annual Assessment) or 3.4 (Owner-Approved Special Assessments) of the Master Declaration, as those sections may be amended from time to time,

for which a quorum shall mean the presence of Members and/or of proxies equal to more than fifty (50%) percent of all the votes of the Members entitled to cast votes at the time of such meeting. Members present at a meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal, during the course of the meeting, of Members constituting a quorum.

5.10. LACK OF QUORUM. If a quorum shall not be present or represented at any meeting, the Members entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present and represented. Notwithstanding the foregoing, with respect to a meeting called for the purpose of soliciting Owner approval of one or more specific resolutions related either to Sections 3.3 (Maximum Annual Assessment) or 3.4 (Owner-Approved Special Assessments) of the Master Declaration, as those sections may be amended from time to time, if the required quorum is not present at any such meeting, the meeting shall be adjourned and another meeting may be called subject to the same notice requirements as the originally convened meeting, but the quorum required at any such subsequent meeting shall be seventy-five (75%) percent of the required quorum applicable in the case of the originally convened meeting. In no event shall the size of a quorum for a meeting called for the purpose of soliciting Owner approval of one or more specific resolutions related either to Sections 3.3 (Maximum Annual Assessment) or 3.4 (Owner-Approved Special Assessments) of the Master Declaration ever be less than thirty-seven and one half (37.5%) percent of all of the votes of the Owners entitled to cast votes at the time such vote is taken.

5.11. VOTES. Class "A" Members shall be entitled to one (1) vote for each Tract of which they are record Owner. The Class "B" Member shall be entitled to ten (10) votes per Tract owned. The Class "B" membership shall terminate and be converted to Class "A" on or before the one hundred twentieth (120<sup>th</sup>) day after the date seventy-five percent (75%) of the Tracts in the Development are conveyed to Class "A" members. The vote of Members representing at least a Majority of the votes cast at any meeting at which a quorum is present shall be binding upon all Members for all purposes, except when a higher percentage is required by law or by any provision of the Master Declaration, including but not limited to Section 3.3 (Maximum Annual Assessment), Section 3.4 (Owner-Approved Special Assessments), Section 3.17 (Removal of Foreclosure Authority), and Section 5.3(b) (Amendment by Owners), as those sections may be amended from time to time, or any other provision of these Bylaws. There shall be no cumulative voting. The voting rights of an Owner may be cast or given in person or by proxy at a meeting of the Association, by absentee ballot, or by electronic ballot in accordance with these Bylaws.

5.12. PROXIES. Unless otherwise provided by the proxy, a proxy is revocable and expires eleven (11) months after the date of its execution. A proxy may not be irrevocable for longer than eleven (11) months.

5.13. BALLOTS. Any vote cast in an election or vote by a Member of the Association must be in writing and signed by the Member. In an Association-wide election, written and signed ballots are not required for uncontested races. Electronic votes cast as provided below constitute written and signed ballots. An absentee or electronic ballot may be counted as an Owner present and voting for the purpose of establishing a quorum only for items appearing on

the ballot, and may not be counted for the purpose of establishing a quorum, even if properly delivered, if the Owner attends any meeting to vote in person. Any vote cast at a meeting by an Owner supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal. Any vote submitted by absentee or electronic ballot may not be counted on the final vote of a proposal if the motion was amended at the meeting to be different from the exact language on the absentee or electronic ballot. A solicitation for votes by absentee ballot must include: an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action; instructions for delivery of the completed absentee ballot, including the delivery location; and the following language: "By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail." For the purposes of this section, "electronic ballot" means a ballot: given by e-mail, facsimile, or posting on an Internet website for which the identity of the Owner submitting the ballot can be confirmed and for which the Owner may receive a receipt of the electronic transmission and receipt of the Owner's ballot. If an electronic ballot is posted on the Association's Internet website, a notice of the posting shall be sent to each Owner that contains instructions on obtaining access to the posting on the website.

5.13.1. Co-Owned Tracts. If a Tract is owned by more than one Member and only one Member is present at a meeting of the Association, that person may cast the vote allocated to that Tract. If more than one of the multiple Owners is present, the vote allocated to that Tract may be cast only in accordance with the Owners' unanimous agreement. Multiple Owners are in unanimous agreement if one of the multiple owners casts the vote allocated to the Tract and none of the other Owners makes prompt protest to the person presiding over the meeting.

5.13.2. Entity-Owned Tracts. If a Tract is owned by a corporation, the vote appurtenant to that Tract may be cast by an officer of the corporation in the absence of express notice of the designation of a specific person by the board of directors or bylaws of the owning corporation. Any general partner of the owning partnership may cast the vote of a partnership in the absence of express notice of the designation of a specific person by the owning partnership. If a Tract is owned by a limited liability company or other entity, any person authorized by the documents of the entity to act on behalf of the entity may cast the vote of an entity in the absence of express notice of the designation of a specific person by the owning entity. The person presiding over a meeting or vote may require reasonable evidence that a person voting on behalf of a corporation, partnership, or other registered entity is qualified to vote.

5.14. TABULATION AND ACCESS TO BALLOTS. A person who is a candidate in the Association's Board election or who is otherwise the subject of an Association vote, or a person related to that person within the third degree by consanguinity or affinity, as determined under Chapter 573 of the Texas Government Code, may not tabulate or otherwise be given access to the ballots cast in that election or vote except as provided by this section. A person other than a person described above may tabulate votes in an Association election or vote, but may not disclose to any other person how an individual voted. Notwithstanding any other

provision of this chapter or any other law, a person other than a person who tabulates votes may be given access to the ballots cast in the election or vote only as part of a recount process authorized by law.

5.15. RECOUNT OF VOTES. Any Owner may, not later than the fifteenth (15th) day after the date of the meeting at which the election or vote was held, require a recount of the votes. A demand for a recount must be submitted in writing by certified mail, return receipt requested, or by delivery by the United States Postal Service with signature confirmation service to the Association's mailing address or in person as reflected on the latest Management Certificate, or to the address to which absentee and proxy ballots are mailed. The Association shall, at the expense of the Owner requesting the recount, retain for the purpose of performing the recount, the services of a person qualified to tabulate votes under this section. The Association shall enter into a contract for the services of a person who is not a Member of the Association or related to a member of the Board of the Association within the third degree by consanguinity or affinity, as determined under Chapter 573 of the Texas Government Code, who is a current or former county judge, county elections administrator, justice of the peace, county voter registrar, or a person agreed on by the Association and the persons requesting the recount. Any recount under this section must be performed on or before the 30th day after the date of receipt of a request. If the recount changes the results of the election, the Association shall reimburse the requesting Owner for the cost of the recount. The Association shall provide the results of the recount to each Owner who requested the recount. Any action taken by the Board in the period between the initial election vote tally and the completion of the recount is not affected by any recount.

5.16. CONDUCT OF MEETINGS. The President, or any person designated by the Board, shall preside over meetings of the Association. The Secretary shall keep, or cause to be kept, the minutes which shall record all resolutions adopted and all transactions occurring at the meeting, as well as a record of any votes taken at the meeting. The person presiding over the meeting may appoint a parliamentarian. Votes shall be tallied by tellers appointed by the person presiding over the meeting.

5.17. ORDER OF BUSINESS. Unless the notice of meeting states otherwise, the order of business at annual meetings of the Association shall be as follows:

- Determine votes present by roll call or check-in procedure
- Announcement of quorum
- Proof of notice of meeting
- Reading and approval of minutes of preceding meeting
- Reports
- Election of Directors
- Unfinished or old business
- New business
- Adjournment

5.18. ADJOURNMENT OF MEETING. At any meeting of the Association, a majority of the Members present at that meeting, either in person or by proxy, may adjourn the meeting to another time.

## **ARTICLE 6 COMMITTEES**

6.1. NOMINATING COMMITTEE. In the discretion of the Board of Directors, nominations for the election of the Board of Directors may be made by a Nominating Committee. The Nominating Committee shall make as many nominations to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

6.2. OTHER COMMITTEES. The Board, by resolution, may from time to time designate standing or ad hoc committees to advise or assist the Board with its responsibilities. The resolution shall establish the purposes and powers of each committee created, provide for the appointment of its members, as well as chairman, and shall provide for reports, termination, and other administrative matters deemed appropriate by the Board. Committees may be appointed from among the Members or professionals in the area of expertise for which the committee is formed.

## **ARTICLE 7 RULES AND REGULATIONS**

7.1. RULES. The Board shall have the right to establish and amend, from time to time, reasonable Rules and Regulations for: (i) the administration of the Association and the governing documents; (ii) the maintenance, management, operation, use, conservation, and beautification of the Development; and (iii) the health, comfort, and general welfare of the residents; provided, however, that such Rules may not be in conflict with law or the governing documents. The Board shall, at all times, maintain the then current and complete Rules in a written form which can be copied and distributed to the Members, and shall be recorded in the Official Public Records of Blanco County, Texas.

7.2. ADOPTION AND AMENDMENT. Any Rule may be adopted, amended, or terminated by the Board, provided that the Rule and the requisite Board approval are properly recorded as a resolution in the minutes of the meeting of the Board.

7.3. NOTICE AND COMMENT. The Board shall give written notice to all Owners of of any amendment, termination, or adoption of a Rule, or shall publish same in a newsletter or similar publication which is circulated to the Members, at least ten (10) days before the Rule's effective date. Any Member so notified shall have the right to comment orally or in writing to the Board on the proposed action.

7.4. DISTRIBUTION. Upon written request from any Member, the Board shall provide a current and complete copy of the Rules.

## **ARTICLE 8 OBLIGATIONS OF THE OWNERS**

8.1. PROOF OF OWNERSHIP. Any person, on becoming a Member of the Association, shall furnish to the Board evidence of ownership in the Tract, which copy shall remain in the files of the Association. A Member shall not be deemed to be in good standing nor be entitled to vote at any annual or special meeting of the Association unless this requirement is first met.

8.2. OWNERS' ADDRESSES. The Owner or the several Co-Owners of a Tract shall register and maintain one mailing address to be used by the Association for mailing of statements, notices, and all other communications. The Owner shall keep the Association informed of the Member's current mailing address. If an Owner fails to maintain a current mailing address with the Association, the address of that Owner's Tract shall be deemed to be his mailing address. An Owner who mortgages his or her Tract shall furnish the Board with the name and mailing address of the mortgagee.

8.3. ASSESSMENTS. Owners shall be obligated to pay Assessments imposed by the Association in accordance with the Master Declaration, as the same may be amended from time to time.

8.4. COMPLIANCE WITH DOCUMENTS. Each Owner shall comply with the provisions and terms of the governing documents, and any amendments thereto. Further, each Owner shall always endeavor to observe and promote the cooperative purposes for which the Association was established.

## **ARTICLE 9 ASSOCIATION RECORDS**

9.1. AVAILABILITY. The Association shall make the books and records of the Association, including financial records, open to and reasonably available for examination by an Owner, or a person designated in a writing signed by the Owner as the Owner's agent, attorney, or certified public accountant, in accordance with this section. An Owner is entitled to obtain from the Association copies of information contained in the books and records. Association attorney's files and records, excluding invoices requested by an Owner are not records of the Association and are not subject to inspection by the Owner or production in a legal proceeding. If a document in an attorney's files and records relating to the Association would be responsive to a legally authorized request to inspect or copy association documents, the document shall be produced by using the copy from the attorney's files and records if the Association has not maintained a separate copy of the document. This Article does not require production of a document that constitutes attorney work product or that is privileged as an attorney-client communication. An Owner or the Owner's authorized representative must submit a written request for access or information by certified mail, with sufficient detail describing the Association's books and records requested, to the mailing address of the Association or authorized representative as reflected on the most current Management Certificate. The request must contain an election either to inspect the books and records before obtaining copies, or to

have the Association forward copies of the requested books and records. If an inspection is requested, the Association, on or before the tenth (10th) business day after the date the Association receives the request, shall send written notice of dates during normal business hours that the Owner may inspect the requested books and records to the extent those books and records are in the possession, custody, or control of the Association. If copies of identified books and records are requested, the Association shall, to the extent those books and records are in the possession, custody, or control of the Association, produce the requested books and records for the requesting party on or before the tenth (10th) business day after the date the Association receives the request. If the Association is unable to produce the books or records requested on or before the tenth (10th) business day after the date the Association receives the request, the Association must provide to the requestor written notice that informs the requestor that the Association is unable to produce the information on or before the tenth (10th) business day after the date the Association received the request, and states a date by which the information will be sent or made available for inspection to the requesting party that is not later than the fifteenth (15th) business day after the date notice under this Article is given. The Association may produce books and records requested under this section in hard copy, electronic, or other format reasonably available to the Association.

9.2. OPEN RECORDS POLICY. The Board shall adopt an Open Records Production and Copying Policy that prescribes the costs the Association will charge for the compilation, production, and reproduction of information requested under this section, and shall record such policy in the Official Public Records of Blanco County, Texas, pursuant to Section 209.005 of the Act. The prescribed charges may include all reasonable costs of materials and labor. The Association may not charge an Owner for the compilation, production, or reproduction of information requested under this Article unless the policy prescribing those costs has been recorded as required by this section. An Owner is responsible for costs related to the compilation, production, and reproduction of the requested information in the amounts prescribed by the policy adopted under this section. The Association may require advance payment of the estimated costs of compilation, production, and reproduction of the requested information. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the Owner on or before the thirtieth (30th) business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the thirtieth (30th) business day after the date the invoice is sent to the Owner, may be added to the Owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the owner is entitled to a refund, and the refund shall be issued to the owner not later than the thirtieth (30th) business day after the date the invoice is sent to the Owner.

9.3. RECORDS RETENTION. In accordance with Section 209.005(m) of the Act, the Board shall adopt and record a Document Retention Policy, which shall be recorded in the Official Public Records of Blanco County, Texas.

## **ARTICLE 10 NOTICES**

10.1. CO-OWNERS. If a Tract is owned by more than one person, notice to one Co-Owner shall be deemed notice to all Co-Owners.

10.2. DELIVERY OF NOTICES. Any written notice required or permitted by these Bylaws, unless another method is prescribed by law or by the Master Declaration or these Bylaws, may be given personally, by mail, or by electronic mail (email) to the email address of the Owner on file with the Association. If mailed, the notice is deemed delivered when deposited in the U.S. Mail addressed to the Member at the address shown on the Association's records. If transmitted by electronic mail, the notice is deemed delivered on successful transmission of the email.

10.3. WAIVER OF NOTICE. Whenever any notice is required to be given to an Owner, Member, or Director, a written waiver of the notice, signed by the person entitled to such notice, whether before or after the time stated in the notice, shall be equivalent to the giving of such notice. Attendance by a Member or Director at any meeting of the Association or Board, respectively, shall constitute a waiver of notice by such Member or Director of the time, place, and purpose of such meeting. If all Members or Directors are present at any meeting of the Association or Board, respectively, no notice shall be required and any business may be transacted at such meeting.

## **ARTICLE 11 AMENDMENTS TO BYLAWS**

11.1. PROPOSALS. These Bylaws may be amended by Members representing at least a Majority of the votes cast or present, in person or by proxy, at a meeting for which a quorum is present. The Board shall provide each Member with a detailed description of any proposed amendment. Such description shall be included in the notice of any annual or special meeting of the Association if such proposed amendment is to be considered at said meeting.

11.2. EFFECTIVE. To be effective, each amendment must be in writing and be signed by at least two Officers acknowledging the requisite approval of Members, and be delivered to each Member at least ten (10) days before the amendment's effective date.

## **ARTICLE 12 GENERAL PROVISIONS**

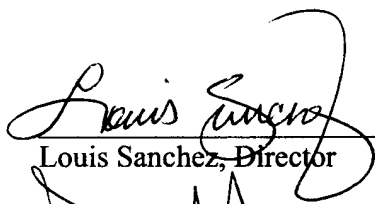
12.1. CONFLICTING PROVISIONS. If any provision of these Bylaws conflicts with any provision of the laws of the State of Texas, such conflicting Bylaws provision shall be null and void, but all other provisions of these Bylaws shall remain in full force and effect. In the case of any conflict between the Master Declaration, the Residential Declaration, or the Commercial Declaration and these Bylaws, the applicable Declaration shall control.

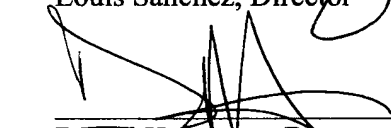
12.2. SEVERABILITY. Invalidation of any provision of these Bylaws, by judgment or court order, shall in no way affect any other provision which shall remain in full force and effect. The effect of a general statement shall not be limited by the enumerations of specific matters similar to the general.

12.3. FISCAL YEAR. The fiscal year of the Association shall be the calendar year.

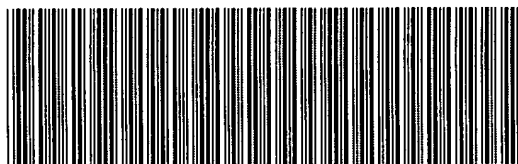
12.4. WAIVER. No restriction, condition, obligation, or covenant in the Master Declaration or these Bylaws shall be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

The undersigned members of the Board of Directors have executed these Bylaws effective the 15 day of February, 2022.

  
\_\_\_\_\_  
Louis Sanchez, Director

  
\_\_\_\_\_  
Daniel Hogenson, Director

  
\_\_\_\_\_  
Bobby Medlund, Director



\*VG-195-2022-222098\*

**Blanco County  
Laura Walla  
Blanco County Clerk**

**Instrument Number: 222098**

Real Property Recordings

Recorded On: April 18, 2022 11:00 AM

Number of Pages: 22

**" Examined and Charged as Follows: "**

Total Recording: \$101.00

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

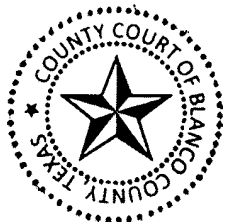
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 222098  
Receipt Number: 20220418000016  
Recorded Date/Time: April 18, 2022 11:00 AM  
User: Melody E  
Station: cclerk03

**Record and Return To:**

FOX EDGE KUYKENDALL PLLC



**STATE OF TEXAS  
Blanco County**

**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 Blanco County, Texas**

Laura Walla  
Blanco County Clerk  
Blanco County, TX

**BID PROCESS POLICY**  
**TRINITY OAKS PRESERVE PROPERTY OWNERS' ASSOCIATION**

I, D. Hogenson, Secretary of Trinity Oaks Preserve Property Owners' Association (the "Association"), certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 15<sup>th</sup> of February, 2022, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Bid Process Policy (the "Policy") was duly approved by a majority vote of the members of the Board.

Pursuant to Texas Property Code §209.0052(c), the Association establishes the following process for soliciting bids or proposals:


- (1) The Association shall obtain three (3) bids for any work over \$10,000.00;
- (2) The request for a bid or quotation should be submitted in writing or via e-mail to potential contractors. Contractor responses must also be submitted in writing or via e-mail with quoted prices, terms and conditions clearly documented in the response;
- (3) Each potential bidder must receive the same information and requirements as to the terms and conditions of the work and any specific qualifications, and a complete description of the work desired;
- (4) Contracts will not necessarily be awarded to the lowest bidder; contracts will be awarded to the best bidder as determined by the Board; and
- (5) The requirement for three (3) bids may be waived depending on the circumstances, i.e., whether the work is an emergency, the Association has a long-standing relationship with a particular vendor which is especially knowledgeable about the work, changing vendors would disrupt existing warranties, and/or other vendors are not willing to bid on the project.

The Board of Directors adopted this Policy to ensure that the Association complies with requirements of State Law, and instructed the undersigned to execute this Policy and to effect its recording.

I hereby certify that I am the duly elected, qualified, and acting Secretary of the Association and that the foregoing Bid Process was approved by a majority vote of Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Blanco County, Texas.

TO CERTIFY which witness my hand this 15 day of February, 2022.

**TRINITY OAKS PRESERVE  
PROPERTY OWNERS' ASSOCIATION**

By:   
Daniel Hogenson, Secretary

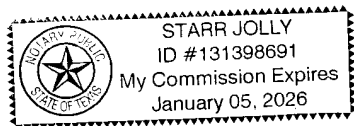
STATE OF TEXAS

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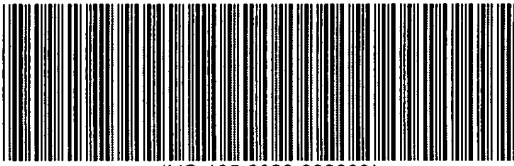
**ACKNOWLEDGMENT**

COUNTY OF Burnet

This instrument was acknowledged before me, the undersigned authority, by DANIEL HOGENSON, Secretary of TRINITY OAKS PRESERVE PROPERTY OWNERS' ASSOCIATION, a Texas Non-profit corporation, on behalf of said corporation.



By:   
Notary Public, State of Texas



\*VG-195-2022-222099\*

**Blanco County  
Laura Walla  
Blanco County Clerk**

**Instrument Number: 222099**

Real Property Recordings

Recorded On: April 18, 2022 11:00 AM

Number of Pages: 3

**" Examined and Charged as Follows: "**

Total Recording: \$25.00

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

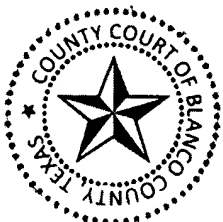
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 222099  
Receipt Number: 20220418000016  
Recorded Date/Time: April 18, 2022 11:00 AM  
User: Melody E  
Station: cclerk03

**Record and Return To:**

FOX EDGE KUYKENDALL PLLC



**STATE OF TEXAS  
Blanco County**

**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 Blanco County, Texas**

Laura Walla  
Blanco County Clerk  
Blanco County, TX

**DOCUMENT RETENTION POLICY  
TRINITY OAKS PRESERVE PROPERTY OWNERS' ASSOCIATION**

I, D. Hogenson, Secretary of Trinity Oaks Preserve Property Owners' Association (the "Association"), certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 15<sup>th</sup> of February, 2022, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Document Retention Policy (the "Policy") was duly approved by a majority vote of the members of the Board.

Pursuant to Texas Property Code §209.005(m), the Association adopts this Policy to comply with document retention requirements.

At a minimum, the Association will retain the documents for the periods required, which consist of the documents identified on Exhibit "A" hereto.


This Policy may not be construed to prevent the Board of Directors from adopting, amending, and restating, from time to time, one or more additional administrative policies regarding the retention of documents, records, and information of the Association, including but not limited to policies relating to storage and destruction of items identified on Exhibit "A" and other types of documents, records, and information of the Association. This provision may not be construed as a duty of the Board of Directors to adopt such additional administrative policies.

To the extent the Association has copies of Association records generated on or before the date of adoption of this Policy, the Association shall be retain such records for the time periods described in this Policy.

I hereby certify that I am the duly elected, qualified, and acting Secretary of the Association and that the foregoing Document Retention Policy was approved by a majority vote of Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Blanco County, Texas.

TO CERTIFY which witness my hand this 15 day of February, 2022.

**TRINITY OAKS PRESERVE  
PROPERTY OWNERS' ASSOCIATION**

By:  \_\_\_\_\_  
Daniel Hogenson, Secretary

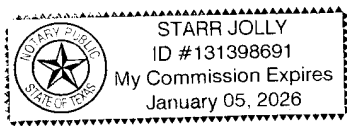
THE STATE OF TEXAS

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ACKNOWLEDGMENT

COUNTY OF Burnet

This instrument was acknowledged before me, the undersigned authority, by DANIEL HOGENSON, Secretary of TRINITY OAKS PRESERVE PROPERTY OWNERS' ASSOCIATION, a Texas Non- profit corporation, on behalf of said corporation.

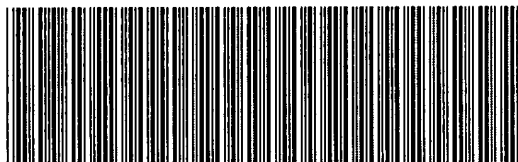


By: *Starr Jolly*  
Notary Public, State of Texas

## EXHIBIT "A"

TRINITY OAKS PRESERVE PROPERTY OWNERS' ASSOCIATION will retain the following documents for the below-stated periods of time, being the stated requirements of Texas Property Code Sec. 209.005(m):

- (1) Certificates of formation, bylaws, restrictive covenants, and all amendments to the certificates of formation, bylaws, and covenants shall be retained permanently;
- (2) Financial books and records shall be retained for at least seven (7) years;
- (3) Account records of current owners shall be retained for at least five (5) years;
- (4) Contracts with a term of one (1) year or more shall be retained for at least four (4) years after the expiration of the contract term;
- (5) Minutes of meetings of the owners and the board shall be retained for at least seven (7) years; and
- (6) Tax returns and audit records shall be retained for at least seven (7) years.



\*VG-195-2022-222100\*

**Blanco County**  
**Laura Walla**  
**Blanco County Clerk**

**Instrument Number:** 222100

Real Property Recordings

Recorded On: April 18, 2022 11:00 AM

Number of Pages: 4

**" Examined and Charged as Follows: "**

Total Recording: \$29.00

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

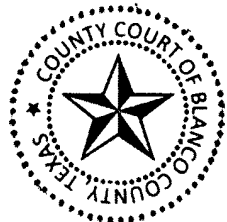
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 222100  
Receipt Number: 20220418000016  
Recorded Date/Time: April 18, 2022 11:00 AM  
User: Melody E  
Station: cclerk03

**Record and Return To:**

FOX EDGE KUYKENDALL PLLC



**STATE OF TEXAS**  
**Blanco County**

**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 Blanco County, Texas**

Laura Walla  
Blanco County Clerk  
Blanco County, TX

## TRINITY OAKS PRESERVE PROPERTY OWNERS' ASSOCIATION

### **Policies Adopted in Compliance with Legislation Passed by Texas 87R 2021 Legislative Session Concluding May 31, 2021**

As required by Texas State SB 1588, Trinity Oaks Preserve Property Owners' Association (the "Association") Board of Directors (the "Board") acknowledges and adopts the following updated policies and procedures effective as of February 15, 2022.

Recent changes were made by the 87th Texas Legislature to the Texas Property Code as it pertains to Property Owners Associations.

These policies do not change or alter the existing Declarations of Covenants, Conditions, and Restrictions of Trinity Oaks Preserve at Round Mountain recorded as Document No. 212809, Document No. 212810, Document No. 193894 and Document No. 193980 (collectively the "Declarations") in the Official Public Records of Blanco County, Texas.

#### ***Swimming Pool Enclosure Policy:***

The Association shall not adopt a restriction that prohibits or restricts a property owner from installing on the property owner's property a swimming pool enclosure that conforms to applicable state or local safety requirements, but may adopt a provision establishing limitations related to the appearance of a swimming pool enclosure, including limitations establishing permissible colors for a swimming pool enclosure, provided that the provision does not prohibit a swimming pool enclosure that is black in color and consists of transparent mesh set in metal frames.

In this policy, "swimming pool enclosure" means a fence that: (1) surrounds a water feature, including a swimming pool or spa; (2) consists of transparent mesh or clear panels set in metal frames; (3) is not more than six feet in height; and (4) is designed to not be climbable.

#### ***Security Measures Policy:***

The Association shall not adopt a restriction that prevents a property owner from building or installing security measures, including security cameras, motion detectors, or perimeter fences. The Association shall continue to regulate the type of fencing that a property owner shall install, per the relevant provisions in Declarations.

The Board of Directors adopted these Policies to ensure that the Association complies with requirements of State Law, and instructed the undersigned to execute this Policy and to effect its recording.

I hereby certify that I am the duly elected, qualified, and acting Secretary of the Association and that the foregoing Policies were approved by a majority vote of Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Blanco County, Texas.

TO CERTIFY which witness my hand this 15 day of February, 2022.

**TRINITY OAKS PRESERVE  
PROPERTY OWNERS' ASSOCIATION**

By:   
Daniel Hogenson, Secretary

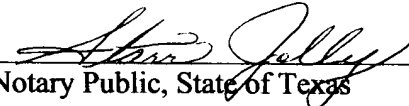
STATE OF TEXAS

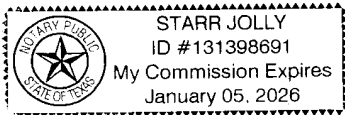
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**ACKNOWLEDGMENT**

COUNTY OF Burnet

This instrument was acknowledged before me, the undersigned authority, by DANIEL HOGENSON, Secretary of TRINITY OAKS PRESERVE PROPERTY OWNERS' ASSOCIATION, a Texas Non-profit corporation, on behalf of said corporation.

By:   
Notary Public, State of Texas





\*VG-195-2022-222102\*

**Blanco County**  
**Laura Walla**  
**Blanco County Clerk**

**Instrument Number:** 222102

Real Property Recordings

Recorded On: April 18, 2022 11:00 AM

Number of Pages: 3

**" Examined and Charged as Follows: "**

Total Recording: \$25.00

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

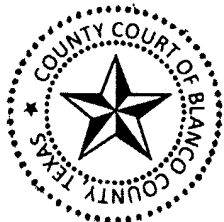
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 222102  
Receipt Number: 20220418000016  
Recorded Date/Time: April 18, 2022 11:00 AM  
User: Melody E  
Station: cclerk03

**Record and Return To:**

FOX EDGE KUYKENDALL PLLC



**STATE OF TEXAS**  
**Blanco County**

**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 Blanco County, Texas**

Laura Walla  
Blanco County Clerk  
Blanco County, TX

**VIOLATION NOTIFICATION AND STANDARD FINE POLICY  
TRINITY OAKS PRESERVE PROPERTY OWNERS' ASSOCIATION**

This document sets forth the Trinity Oaks Preserve Property Owners' Association's (the "Association") policy regarding the notification of violations and levying of fines pursuant to the Second Amended and Restated Master Declaration of Covenants, Conditions, and Restrictions of Trinity Oaks Preserve at Round Mountain, recorded as Document No. 212809 in the Official Public Records of Blanco County, Texas, as same may have been amended or supplemented from time to time (the "Master Declaration").

Pursuant to the provisions of the Texas Property Code 209.006 and 209.007, the Board of Directors of the Association (the "Board") adopts this Violation Notification and Standard Fine Policy for levying fines resulting from Owner violations of the provisions of any Declaration of Covenants, Conditions, and Restrictions of Trinity Oaks Preserve at Round Mountain or of any rules, regulations, or guidelines of the Association filed in the Official Public Records of Blanco County, Texas. This Policy shall be recorded in the Official Public Records of Blanco County, Texas, and shall continue in effect until superseded or revoked by subsequent written instrument filed of record.

The Policy must be read in conjunction with the terms and provisions of the Master Declaration. To the extent there is a conflict between this Policy and the Master Declaration, the Master Declaration shall control. The Board may vary from this schedule on a case-by-case basis (i.e., set fines higher or lower than indicated below), so long as that decision is based upon the facts surrounding that particular violation.

Except for defined terms created under this Violation Notification and Standard Fine Policy, all defined terms shall have the meaning specified for such terms in the Master Declaration. Capitalized terms used herein and not defined shall have the same meaning as such terms in the Master Declaration.

The Board, or a committee appointed by the Board, shall be responsible for evaluating, with the input of the Architectural Control Committee (ACC) as required, potential violations of the provisions of any Declaration or of any rules, regulations, or guidelines of the Association. All Owners are welcome to alert the Association, through its Managing Agent, of potential violations.

**I. Violation Notification**

*i. Courtesy Warning Notice*

Upon becoming aware that a violation has occurred, and at the sole option of the Board, a courtesy warning notice may be sent to the Owner to make the Owner aware of the violation. A Warning Notice may request that the owner cure the violation by a date certain to avoid fines or other enforcement action, if the violation is curable. A Warning Notice may reference possible monetary penalties but shall not demand payment.

*ii. 209 Violation Notice*



- d. 209 Violation Notice for Short-Term Rental Violations .....\$500.00 fine per violation  
(Increases by \$500 for each additional notice)

ii. *Uncurable Violations:*

- a. 209 Violation Notice.....\$50.00 fine or property damage assessment
- b. Subsequent Violations .....\$75.00 fine  
(Increases by \$25 for each additional notice)

iii. *ACC Violations for Unapproved Improvements:*

Upon receipt of an ACC-related violation notice, the Owner shall immediately stop, or cause to be stopped, work and either a) submit an ACC request or b) remove, at the Owner’s expense, all unapproved Improvements. Work shall not begin again until the ACC has approved the request.

In addition to the appropriate fine noted in the Fine Schedule above, a \$100 fine shall be assessed for the ACC to perform an after-the-fact review of the proposed Improvement.


In the event the Owner’s ACC request is denied, the Owner shall immediately remove, at the Owner’s expense, all unapproved Improvements.

Depending on the severity of the ACC violation including, but not limited to, failure to stop work or not removing unapproved Improvements, the Association may seek all legal options to ensure compliance with the ACC provisions of the Declaration.

I hereby certify that I am the duly elected, qualified, and acting Secretary of the Association and that the foregoing Violation Notification and Standard Fine Policy was approved by a majority vote of Board of Directors at a meeting duly called and held on the 14th day of July, 2022, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Blanco County, Texas.

TO CERTIFY which witness my hand this 13<sup>th</sup> day of September, 2022.

**TRINITY OAKS PRESERVE  
PROPERTY OWNERS' ASSOCIATION**

By:   
Daniel Hogenson, Secretary

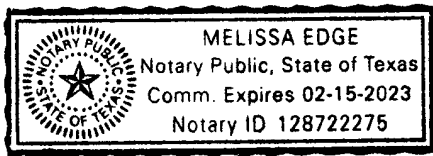
STATE OF TEXAS

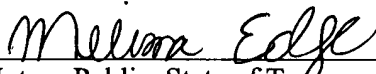
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**ACKNOWLEDGMENT**

COUNTY OF Burnet

This instrument was acknowledged before me, the undersigned authority, by Daniel Hogenson, Secretary of TRINITY OAKS PRESERVE PROPERTY OWNERS' ASSOCIATION, a Texas Non-profit corporation, on behalf of said corporation.



By:   
Notary Public, State of Texas



\*VG-195-2022-224781\*

**Blanco County  
Laura Walla  
Blanco County Clerk**

**Instrument Number: 224781**

Real Property Recordings

Recorded On: October 04, 2022 09:51 AM

Number of Pages: 5

**" Examined and Charged as Follows: "**

Total Recording: \$33.00

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

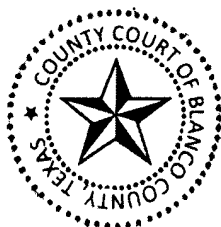
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 224781  
Receipt Number: 20221004000006  
Recorded Date/Time: October 04, 2022 09:51 AM  
User: Sheila M  
Station: cclerk02

**Record and Return To:**

FOX EDGE KUYKENDALL, PLLC



**STATE OF TEXAS  
Blanco County**

**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 Blanco County, Texas**

Laura Walla  
Blanco County Clerk  
Blanco County, TX

WAIVER OF ENCROACHMENT

State of Texas

County of Blanco

WHEREAS, the Trinity Oaks Preserve at Round Mountain, as shown on plat recorded in Cabinet 3, Slides 260-267, Plat Records of Blanco county, Texas, to which reference is here made for all purposes.

WHEREAS, there has been the construction of a residence upon 235 Mr Charlie Ln Round Mountain, TX 78633 Lot No. Fourteen (14), as shown on the plat attached hereto and said construction shows the encroachment into the fifty foot (50') set back line along the South property line of said 235 Mr. Charlie Ln Round Mountain 78633 Lot No. Fourteen (14).

WHEREAS, any and all other encroachments of setbacks or utility easements as shown on the attached plat are minor and do not affect in any way the overall plan and design for Trinity Oaks Preserve at Round Mountain.

IT IS THEREFORE, AGREED, that all encroachments on said line are waived and released and all improvements as constructed may remain in their location.

Executed this 24 day of April, 2025.

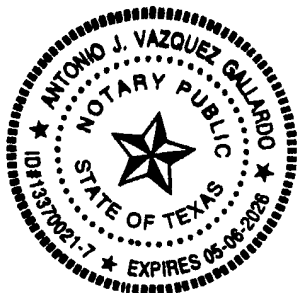
Trinity Oaks Preserve at Round Mountain  
Property Owners Association

David Jacober  
By: David Jacober, President

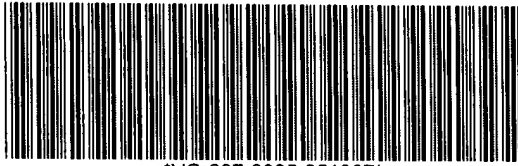
STATE OF TEXAS

COUNTY OF BURNET

This instrument was acknowledged before me on the 24 day of April, 2025 by David Jacober, President of Trinity Oaks Preserve at Round Mountain Property Owners Association.



A.J. Vazquez Gallardo  
Notary Public, State of Texas



\*VG-297-2025-251267\*

Blanco County  
Laura Walla  
Blanco County Clerk

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**Instrument Number: 251267**

Real Property Recordings

Recorded On: April 25, 2025 03:34 PM

Number of Pages: 2

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**" Examined and Charged as Follows: "**

Total Recording: \$20.00

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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: 251267  
Receipt Number: 20250425000012  
Recorded Date/Time: April 25, 2025 03:34 PM  
User: Sheila M  
Station: cclerk01

**Record and Return To:**

TRINITY OAKS PRESERVE AT ROUND MOUNTAIN



**STATE OF TEXAS  
Blanco County**

**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 Blanco County, Texas**

Laura Walla  
Blanco County Clerk  
Blanco County, TX