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

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LAURA WALLA
County Clerk, Blanco County, Texas

By Theresa Reed Deputy

TABLE OF CONTENTS

	Page
ARTICLE I. DEFINITIONS	2
1.1 ACC.....	2
1.2 Association.....	2
1.3 Ballot.....	2
1.4 Board or Board of the Association.....	2
1.5 Building Envelope.....	2
1.6 Bylaws.....	2
1.7 Commercial Common Area	2
1.8 Common Area	3
1.9 Declarant	3
1.10 Development	3
1.11 Development Period.....	3
1.12 Main Roads	3
1.13 Master Declaration.....	3
1.14 Out Buildings	3
1.15 Owner or Owners	3
1.16 Plat.....	4
1.17 Subdivision.....	4
1.18 Tract	4
ARTICLE II. USE RESTRICTIONS AND ARCHITECTURAL CONTROLS	4
2.1 Permitted Uses	4
2.2 Restrictions on Residences and Improvements.....	4
2.3 Special Restrictions for Elevations and Floor Plans	5
2.4 Exterior Materials.....	6
2.5 Roofing Materials.....	6
2.6 Gutter System.....	6
2.7 Solar Energy Device Restrictions	6
2.8 Minimum Square Footage Within Improvements; Use of Temporary Structures.....	7
2.9 Maximum Number of Structures, Square Footage	7
2.10 Location of the Improvements Upon the Tract.....	8
2.11 Combined Building Site.....	8
2.12 Easements for Utilities, Drainage, and Sanitary Control	8
2.13 Easements for Privacy Fence	9
2.14 Animals	9
2.15 Commercial Activity	10
2.16 Electric Service	10
2.17 Wall, Fence, and Hedge	10
2.18 Driveways	10
2.19 No Alternate Driveways.....	11
2.20 Storage of Vehicles	11
2.21 Tract Maintenance, Dumping.....	12
2.22 Trash Containers	13
2.23 Mail Boxes, Newspaper Holders.....	13
2.24 Antennas, Satellite Dishes.....	13
2.25 Septic System	14
2.26 Propane Tanks	15
2.27 Outdoor Equipment.....	15
2.28 Water System; Rain Water Harvesting	15
2.29 Signs, Billboards, Displayed Objects, and Flags	16
2.30 Outside Lighting.....	17
2.31 Outdoor Structures	18
2.32 Quality Workmanship	19

2.33	Watering Restrictions.....	19
2.34	Drip Irrigation System.....	19
2.35	Hydrology, Drainage.....	19
2.36	Destruction of Plants; Disturbance of Natural Habitat	19
2.37	Prohibition of Trade and Offensive Activities	20
2.38	Mineral Extraction	20
2.39	Leasing	20
2.40	Firearms.....	21
2.41	Deer Feeders.....	21
ARTICLE III.	COMMON AREA.....	21
3.1	Common Area's Purpose	21
3.2	Association's Easement Over and Across Common Area	21
3.3	Owner's Right of Use and Easement of Enjoyment	21
3.4	Owner's Right of Use and Easement of Enjoyment to Commercial Common Area.....	22
3.5	Use Restrictions for Common Area	22
3.6	Common Area Fees.....	23
3.7	Land Adjacent to the Common Area	23
3.8	Association Facilities on Common Area.....	23
3.9	Declarant's Conveyances to Association	23
ARTICLE IV.	GENERAL PROVISIONS.....	24
4.1	Enforcement	24
4.2	Traffic Rules.....	24
4.3	Delegation of Use.....	24
4.4	Amendment	24
4.5	Gender and Number	26
4.6	Headings.....	26
4.7	Severability	26
4.8	Variance Provision	26
4.9	Final Plat and Notes; Other Authorities	26
4.10	Addresses	26
4.11	No Representations or Warranties	26
4.12	Conflicts between Bylaws and Declaration	27
4.13	Liberal Interpretation	27
4.14	Successors and Assigns.....	27
4.15	Effect of Violations on Mortgages.....	27
4.16	Governing Law.....	27
4.17	Online Subdivision Information Required	27

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE RESIDENTIAL 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 Residential Division of Trinity Oaks Preserve at Round Mountain, is made and executed on this 17th 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 defined herein) described hereinabove shall be governed by and fully subject to a Master Declaration (as defined herein).

Tracts one (1) through thirty (30) out of the Plat (as defined herein), shall be designated as the Residential Division of Trinity Oaks Preserve at Round Mountain (the "Subdivision") 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 thirty-one (31) through thirty-four (34) on the Plat shall be designated as the Commercial 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 Subdivision 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 Subdivision, pursuant to the authority reserved to it as the Declarant during the Development Period;

NOW THEREFORE, Declarant hereby 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 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 1st and June 30th. 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.

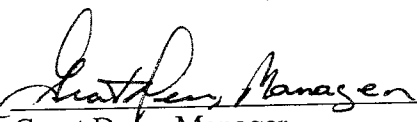
4.16 Governing Law. This Declaration shall be construed and governed under the laws of the State of Texas.

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 12th 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

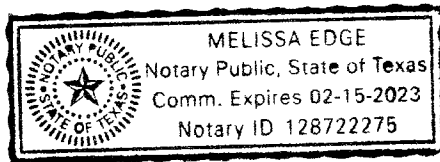
THE STATE OF TEXAS

COUNTY OF BURNET

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ACKNOWLEDGMENT

This instrument was acknowledged before me on this 12th 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