

SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
GOLDENWOOD WEST

STATE OF TEXAS @
 @ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HAYS @

WHEREAS, Goldenwood Properties, Inc., a Texas corporation, has heretofore executed that certain Amended Declaration of Covenants, Conditions and Restrictions and those certain Supplemental Declarations of Covenants, Conditions and Restrictions filed of record respectively in Volume 408, Page 411, in Volume 408, Page 423, in Volume 441, Page 1, in Volume 554, Page 597, in Volume 562, Page 760, and in Volume 778, Page 368, of the Deed Records of Hays County, Texas,

Goldenwood West Section I	Volume 408, Page 411
Goldenwood West Section II	Volume 408, Page 423
Goldenwood West Section III	Volume 441, Page 1
Goldenwood West Section IV	Volume 562, Page 760
Goldenwood West Section V	Volume 778, Page 368
Goldenwood West Section VI	Volume 554, Page 597

hereinafter collectively called the “Amended Original and Supplemental Declarations”, imposing on Goldenwood West Section I, Goldenwood West Section II, Goldenwood West Section III, Goldenwood West Section VI, Goldenwood West Section IV, and Goldenwood West, Section V, Subdivisions in Hays County, Texas, according to the map or plat thereof recorded in Book 2, Pages 322-324, Book 3, Pages 33-34, Book 3, Pages 103-104, Book 4, Pages 7-8, Book 4, Pages 41, 42, 43 and Book 5, Page 72 of the Plat Records of Hays County, Texas (or any subsequently recorded plat thereof)

Goldenwood West Section I	Book 2, Pages 322-324
Goldenwood West Section II	Book 3, Pages 33-34
Goldenwood West Section III	Book 3, Pages 103-104
Goldenwood West Section IV	Book 4, Pages 41, 42, 43
Goldenwood West Section V	Book 5, Page 72
Goldenwood West Section VI	Book 4, Pages 7-8

all those certain easements, covenants, conditions, restrictions, liens and charges therein set forth for the benefit of said property and each Owner thereof; and

WHEREAS, said Amended Original and Supplemental Declarations contain provisions granting to Goldenwood Properties, Inc., its successors and assigns, the right to amend said Covenants, Conditions and Restrictions according to Article Eight, Paragraph 3 of those Covenants, Conditions and Restrictions; and

WHEREAS, Goldenwood West Property Owners' Association, Inc., hereinafter referred to as the "Declarant", has succeeded Goldenwood Properties, Inc.; and

WHEREAS, Declarant has deemed it desirable to consolidate those Convenants, Conditions and Restrictions for Goldenwood West Section I, Goldenwood West Section II, Goldenwood West Section III, Goldenwood West Section VI, Goldenwood West Section IV Goldenwood West, Section V, Subdivisions in Hays County, Texas into one document that applies to all of the six sections; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in the property described in Article Three hereof, by subjecting such property to the easements, covenants, conditions, restrictions, liens and charges hereinafter set forth, each and all of which is and are for the benefit of such property and each Owner in the Subdivision; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and Common Properties in the Subdivision, to create an agency to which has been delegated and assigned the powers of maintaining and administering the Common Properties in the Subdivision and administering and enforcing the assessments and charges created in the Original Declaration and all Amended and Supplemental Declarations; and

WHEREAS, Goldenwood West Property Owners' Association, Inc. has been incorporated under the laws of the State of Texas as a nonprofit corporation for the purpose of exercising the aforesaid functions;

NOW, THEREFORE, it is hereby declared that the real property described in Article Three hereof is and shall be held, sold and conveyed subject to the following easements, covenants, conditions, restrictions, liens and charges, which are for the purpose of protecting the value and desirability of said property, and which shall run with the land and be binding upon any and all persons having any right, title or interest in or to the said property or any part thereof, or their legal representatives, heirs, successors and assigns, and which shall inure to the benefit of each Owner thereof.

ARTICLE ONE – DEFINITIONS

1. ASSOCIATION. "Association" shall mean and refer to Goldenwood West Property Owners' Association, Inc., a Texas nonprofit corporation, its successors and assigns.
 2. COMMON PROPERTIES. "Common Properties" shall mean and refer to all property owned, leased or held by the Association for the purposes of safety, transportation, communication, recreation, landscaping or security for the common use and benefit of its Members, including, but not limited to streets and roads which have been completed but have not been accepted by the appropriate governmental entity for maintenance.
 3. DECLARANT. "Declarant" shall mean and refer to Goldenwood West Property Owners' Association, Inc., a Texas nonprofit corporation, its successors and assigns.
 4. LOT. "Lot" shall mean and refer to each and any of the plots of lands shown on the Subdivision plat(s) on which plot of land there is or will be built a residential dwelling. The term "Lot" shall not include any reservations on said plat(s).
 5. MEMBER. "Member" shall mean and refer to every person or entity who holds membership in the Association.
 6. OWNER. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot on which there is or will be built a detached single-family residence, including contract purchasers.
 7. SUBDIVISION. "Subdivision" shall mean and refer to Goldenwood West Section I, Goldenwood West Section II, Goldenwood West Section III, Goldenwood West Section VI, Goldenwood West Section IV Goldenwood West, Section V, Subdivisions in Hays County, Texas, according to the map or plat thereof recorded in Book 2, Pages 322-324, Book 3, Pages 33-34, Book 3, Pages 103-104, Book 4, Pages 7-8, Book 4, Pages 41, 42, 43 and Book 5, Page 72 of the Plat Records of Hays County, Texas and all subsequent sections of Goldenwood West being or to be developed and brought within the scheme of this declaration.
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|-----------------------------|--------------------------|
| Goldenwood West Section I | Book 2, Pages 322-324 |
| Goldenwood West Section II | Book 3, Pages 33-34 |
| Goldenwood West Section III | Book 3, Pages 103-104 |
| Goldenwood West Section IV | Book 4, Pages 41, 42, 43 |
| Goldenwood West Section V | Book 5, Page 72 |
| Goldenwood West Section VI | Book 4, Pages 7-8 |
8. BOARD OF TRUSTEES. "Board of Trustees", sometimes called "BOT", shall mean and refer to the Board of Trustees of the Goldenwood West Property Owners' Association, Inc.

ARTICLE TWO – PURPOSE

The Subdivision is hereby encumbered by the covenants, conditions and restrictions hereinafter set forth to ensure the best and highest use and the most appropriate development and improvement of each Lot within the Subdivision for residential purposes; to protect the Owners of Lots against the improper use of surrounding Lots; to preserve, so far as practicable, the natural beauty of the Subdivision; to encourage and secure the erection of attractive, appropriately located improvements on each Lot; to secure and maintain the proper use of easements within the Subdivision, to preserve the lines of sight and views from the Lots and, in general, to provide for development of the highest quality to enhance the value of the investment made by Owners in purchasing Lots in the Subdivision.

ARTICLE THREE – PROPERTY SUBJECT TO THIS DECLARATION

1. DESCRIPTION. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration consists of all of Goldenwood West Section I, Goldenwood West Section II, Goldenwood West Section III, Goldenwood West Section VI, Goldenwood West Section IV Goldenwood West, Section V, Subdivisions in Hays County, Texas, according to the map or plat thereof recorded in Book 2, Pages 322-324, Book 3, Pages 33-34, Book 3, Pages 103-104, Book 4, Pages 7-8, Book 4, Pages 41, 42, 43 and Book 5, Page 72 of the Plat Records of Hays County, Texas (or any subsequently recorded plat thereof).

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2. MINERAL EXCEPTION. There is hereby excepted from the Subdivision all oil, gas and other minerals in, on and under the Lots.

3. ADDITIONAL LANDS. The Declarant, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties in future stages of the development (including, without limitation, subsequent sections of Goldenwood West Subdivision) upon the approval of the Board of Trustees of the Association, in its sole discretion. Any additions authorized under this and the succeeding subsection, shall be made by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions with respect to the additional property which shall extend the scheme of the covenants, conditions and restrictions of this Declaration to such property, and the execution thereof by a majority of the members of the Board of Trustees of the Association shall constitute all requisite evidence of the required approval thereof by such Board of Trustees. Such Supplemental Declaration must impose an annual maintenance charge assessment on the property covered thereby, on a uniform, per lot basis, substantially equivalent to the maintenance charge and assessment imposed by this Declaration, and may contain such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be applicable to the additional lands.

ARTICLE FOUR – GOLDENWOOD WEST PROPERTY OWNERS’ ASSOCIATION, INC.

1. CREATION. The Association has been formed for the purposes, charged with the duties and vested with the powers prescribed by law or set forth in the Articles of Incorporation and Bylaws thereof. Neither the Articles nor the Bylaws of the Association shall, for any reason, be inconsistent with the provisions of this Declaration. In the event of inconsistency between this Declaration and the Articles of Incorporation and/or Bylaws of the Association, the terms of this Declaration shall be controlling.

2. MEMBERSHIP.

(a) Every Owner (including the Declarant) of a Lot within the Subdivision shall automatically become a Member of the Association.

(b) Membership shall be appurtenant to and shall not be separated from Lot ownership. Membership shall be in accordance with the Articles and Bylaws of the Association.

3. VOTING RIGHTS.

(a) Each Lot shall be entitled to one (1) vote on all matters subject to voting approval of the Members of such Association; provided, however, that in the event of the resubdivision of any Lot, the number of votes to which such Lot is entitled shall be increased as necessary to retain the ratio of one (1) vote for each lot resulting from such resubdivision. No resubdivision shall be effective, for purposes of these Restrictions, unless the same is approved both by the Committee and by the appropriate governmental entity in accordance with the requirements of Article 974a, Texas Revised Civil Statutes, and duly recorded in the Plat Records of Hays County, Texas. In the event of the consolidation of two (2) or more Lots for purposes of construction of a single residence thereon, voting rights shall continue to be determined according to the number of original Lots contained in such consolidated Lot.

(b) When more than one person or entity holds an interest in any Lot, all such persons or entities shall be Members. The vote for such Lot may be exercised as the Owners thereof mutually agree, but in no event shall the vote for such Lot exceed the total share vote to which each Lot is entitled as herein provided.

(c) Any Member in default in the payment of any assessment or the performance of any obligation imposed by this Declaration shall not be entitled to vote at any meeting of Association so long as such default remains in existence.

ARTICLE FIVE – MAINTENANCE AND ASSESSMENTS BY PROPERTY OWNERS' ASSOCIATION

1. MAINTENANCE. The Association shall maintain, preserve and operate the Association's Common Properties, including any security devices owned or leased by the Association, to the extent and the effect that the Association's Board of Trustees deems appropriate from time to time. The Association's responsibility to preserve Common Properties shall include, without limitation, an obligation to pay all taxes assessed against such Common Properties.

2. ASSESSMENTS ESTABLISHED. Each Owner of any Lot in the Subdivision, by acceptance of a deed and/or contract for deed therefore, whether or not it shall be so expressed in such deed and/or contract, is deemed to covenant and agree to pay to the Association: (i) monthly assessments or charges and (ii) any additional assessments which may be levied as the result of any maintenance expense incurred by the Association pursuant to Article Five, paragraph 7 or Article Seven, paragraph 28 of this Declaration. Such assessments shall be established and collected as hereinafter provided.

3. PURPOSES OF MONTHLY ASSESSMENTS. The regular monthly assessments levied by the Association shall be used exclusively to maintain, preserve and operate the Association's Common Properties for the benefit of its Members. Such purposes shall include, but not be limited to: providing utility services to Common Properties; paying ad valorem taxes on Common Properties; providing for the maintenance of streets, roads, thoroughfares and bridges which have been completed but have not been accepted by the appropriate governmental entity for maintenance; maintaining and operating security devices for the benefit and protection of Owners of Lots; maintaining and preserving Common Properties; and creating reasonable reserves for the future maintenance, preservation and operation of Common Properties.

4. AMOUNT OF MONTHLY ASSESSMENTS. The Declarant shall establish an initial budget for the Association; thereafter, the Association shall make a reasonable effort to establish a budget on or before December 1st of each year for the following calendar year. Such budget shall include an estimate of all expenses and reserves for which such Association shall be responsible. A monthly budget shall then be obtained by dividing the total estimated amount by twelve (12) months and the resulting monthly budget shall be prorated among the Members of such Association by way of monthly assessments in accordance with the provisions of this Declaration. The maximum monthly assessment for each Lot shall be as provided in the Bylaws of the Association

5. UNIFORM BASIS OF ASSESSMENTS. Monthly assessments shall be fixed at a uniform basis for all Lots in accordance with Article Five, paragraph 2 hereof and may be collected on a monthly basis.

6. DATE OF COMMENCEMENT OF MONTHLY ASSESSMENTS; DUE DATES. The monthly assessments provided for herein shall commence on the first day of the first month following the conveyance of such Lot, and shall continue thereafter at the discretion of the Association. The initial monthly assessment to be levied by the Association shall be as fixed by Declarant in Article Five, paragraph 4 hereof; thereafter, the Association's Board of Trustees shall fix the amount of the monthly assessment against each Lot at least thirty (30) days prior to January 1st of each calendar year and written notice of the amount of the Association's Board of Trustees shall be sent to the Owner of every Lot subject thereto. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association stating whether or not the assessments on a Lot have been paid.

7. SPECIAL ASSESSMENTS. The Bylaws of the Association shall provide that a special meeting of the Members may be called as therein provided in the event that a natural disaster or other occurrence should cause loss or damage to the Common Properties, the proper repair or replacement of which Common Properties would exceed the Association's budget. At any regular or such special meeting, two-thirds (2/3) of the Owners may vote for the establishment and collection of a special assessment against all Lots in order to accomplish such needed repair or replacement within a reasonable period of time, provided that no special assessment may be established or collected for purposes other than as set forth above without the unanimous approval of all Owners voting.

8. **PERSONAL OBLIGATION AND LIEN; REMEDIES OF THE ASSOCIATION FOR NONPAYMENT.** There is hereby imposed a continuing lien on each Lot in the Subdivision to secure the payment of any assessment authorized hereunder, including any assessment resulting from maintenance expense incurred by the Declarant or the Committee pursuant to Article Five, paragraph 7 or Article Seven, paragraph 28 hereof, and such lien shall, to the fullest extent permitted by law, bind such Lot or Lots in the hands of the then Owner, and such Owner's heirs, devisees, personal representatives, successors and assigns. Any assessment authorized hereunder hereof, not paid on or before the date due shall be deemed delinquent. Each such assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the Owner of such property at the time when such assessment falls due. If an assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate of ten percent (10%) per annum, and the Association may either (i) bring an action at law as allowed by Texas statute, against the Owner personally obligated to pay the same, or (ii) foreclose said lien against the Lot, or (iii) both; and, in such event, there shall be added to the amount of such assessment interest as provided herein and all costs of collection, including reasonable attorneys' fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any Common Property or security device or by abandonment of such Owner's Lot.

9. **SUBORDINATION OF THE LIEN TO MORTGAGES.** The lien to secure payment of the assessments provided for herein shall be subordinate to the lien of any first mortgage on a Lot. Sale or transfer of any Lot shall not affect the validity of an assessment lien hereunder. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall, however, extinguish the lien to secure payment of such assessments which become due prior to such sale or transfer. No sale or transfer shall relieve the purchaser of such Lot from liability for any assessments thereafter becoming due or from the lien securing the payment thereof. No extinguishment of any lien shall relieve the delinquent Owner from his personal obligation and liability for payment of the assessments therefore secured by that lien.

10. **EXEMPT PROPERTY.** The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein;

(i) All property dedicated and accepted by any local governmental authority and devoted to public use; and

(ii) All Common Properties; and

11. **CALCULATION OF ASSESSMENTS BY LOT.** The ratio of the assessments made against each Lot by the Association shall be the same as the ratio of one (1) to the total number of Lots in the Subdivision subject to such assessment. The "total number of Lots" shall initially be the number of Lots shown on the original recorded plat of the Subdivision, but such total shall be subject to modification in order to reflect any future phases. An Owner may consolidate two (2) or more Lots for the purpose of constructing one single-family residence thereon; provided, however, that in the event of the consolidation of any two or more of the original Lots, such consolidation shall in no event have the effect of reducing the assessment due thereon, and such assessment shall continue to be based upon the number of original Lots contained in the consolidated Lot. No diminution or abatement of assessments shall be allowed or claimed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Properties or from the construction, relocation, installation or repair of security devices, or from any action taken to comply with any law, ordinance, or order of a governmental authority.

ARTICLE SIX – ARCHITECTURAL AND PROTECTIVE COMMITTEE

1. **CREATION.** An Architectural and Protective Committee (hereinafter sometimes referred to as the "Committee") shall be designated and composed of three (3) members, to be appointed by the Board of Trustees. Each member of the Committee shall serve for a term of two (2) years, unless such member sooner resigns by giving written notice of resignation to the remaining members of the Committee, or is removed at the direction of the Board of Trustees or its successors and assigns. The Committee shall serve at the pleasure of the Board of Trustees, its successors and assigns, and a member of the Committee may be removed for any reason.

2. **SUBMISSION AND APPROVAL OF PLANS AND SPECIFICATIONS.** A copy of the construction plans and specifications, including exterior views, exterior materials, colors and elevation; a site plan showing the location of any proposed structure or improvement; a landscaping plan; soil percolation test data; and any other information or documents which may be required by the Committee shall be delivered, together with any review fee which is imposed by the Committee in accordance with Article Six, paragraph 3, to the Committee at the offices of

Goldenwood West Property Owners' Association, Inc., 16200 Westview Trail, Austin, Texas 78737, or such other address as may hereafter be designated in writing from time to time, not less than thirty (30) days prior to the date construction on a Lot is to be commenced. No structure or improvement, including but not limited to buildings, fences, walls, landscaping, pools, exterior lighting fixtures, security and emergency communications systems and radio-television antennae, shall be placed or altered on any Lot until the plans and specifications therefore and the builder which the Owner intends to use to construct the proposed structure or improvement have been approved in writing by a majority of the members of the Committee. The Committee may, in reviewing such plans and specifications, consider any information which it deems proper, including, without limitation, any permits or percolation tests which may be required by the Committee or any other entity; information relating to the question of whether any proposed improvement would unreasonably obstruct the view from neighboring Lots; harmony of external design and location in relation to surrounding structures, topography and finished graded elevation; and the identity of the builder which an Owner proposes to use to construct the proposed structure or improvement. The Committee may postpone its review of any plans and specifications submitted for approval pending receipt of any information or material which the Committee, in its sole discretion, may require. A copy of the construction plans and specifications and a site plan showing the location of the proposed structure or improvement, if approved, shall remain in the possession of the Committee until the Subdivision is built out in its entirety. Site plans must be approved by the Committee prior to the clearing of any Lot or the construction of any improvements thereon. The Committee may refuse to approve plans and specifications for proposed improvements on any grounds which, in the sole and absolute discretion of the Committee, are deemed sufficient, including, but not limited to, purely aesthetic grounds. In reviewing plans and specifications, the Committee shall consider, but not be limited by, the purposes set forth in Article Two of this Declaration.

3. **ADOPTION OF RULES.** The Committee shall have the authority to adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or appropriate for the performance of its duties hereunder. In addition, the Committee shall have the power and authority to impose a reasonable charge not in excess of \$100 as it deems necessary or convenient for the review of plans, specifications and other documents and information submitted to it pursuant to the terms of this Declaration. Such charges shall be held by the Committee and used to defray the administrative expenses incurred by the Committee in performing its duties hereunder; provided, however, that any excess funds held by the Committee shall be distributed to the Association at the end of each calendar year.

4. **ACTIONS OF THE COMMITTEE.** The Committee may, by resolution unanimously adopted in writing, designate one or two of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Committee, except the granting of variances as hereinafter provided. In the absence of such designation, the vote of a majority of all of the members of the Committee taken without a meeting shall constitute an act of the Committee.

5. **FAILURE TO ACT.** In the event that any plans and specifications are submitted to the Committee as provided herein, and the Committee shall fail either to approve or reject such plans and specifications for a period of twenty-one (21) days following such submission, no approval by the Committee shall be required, and approval of such plans and specifications shall be presumed; provided, however, that such twenty-one (21) day period shall not begin to run until all information required to be submitted by the Committee to assist in its review of any plans or specifications has been received by the Committee. Any failure of the Committee to act upon a request for a variance hereunder shall not be deemed a consent to such variance, and the Committee's written approval of all requests for variances shall be expressly required.

6. **VARIANCES.** The Committee may grant variances from compliance with any of the provisions of this Declaration or any Supplemental Declaration hereinafter placed of record, including, but not limited to, restrictions upon height, size, shape, floor areas, land area, placement of structures, setbacks, building envelopes, colors, materials, or land use, when, in the opinion of the Committee, in its sole and absolute discretion, such variance will not be adverse to the overall development plan for the Subdivision, and such variance is justified due to visual or aesthetic considerations or unusual circumstances. All variances must be evidenced in writing and must be signed by at least a majority of the members of the Committee. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance shall not operate to waive or amend any of the terms and provisions of this Declaration or any Supplemental Declaration for any purpose except as to the particular property and in the particular instance covered by the

variance, and such variance shall not be considered to establish a precedent for any future waiver, modification, or amendment of the terms and provisions hereof.

7. **DURATION OF APPROVAL.** The approval or consent of the Committee of any plans and specifications, whether by action or inaction, and any variances granted by the Committee not stating a different period of effectiveness shall be valid for a period of three (3) months only. In the event construction in accordance with such plans and specifications or variance is not commenced on a Lot within such three (3) month period, the Owner of the Lot shall be required to resubmit such plans and specifications or request for a variance to the Committee, and the Committee shall have the authority to re-evaluate such plans and specifications in accordance with this Article and may, in addition, consider any change in circumstances which may have occurred since the time of the original approval thereof.

8. **NO WAIVER OF FUTURE APPROVALS.** The approval or consent of the Committee to any plans or specifications for any work done or proposed in connection with any other matter requiring the approval or consent of the Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any plans and specifications, or other matter whatever, subsequently or additionally submitted for approval by the same or a different person, nor shall such approval or consent be deemed to establish a precedent for future approvals by the Committee.

9. **NONLIABILITY OF COMMITTEE MEMBERS.** Neither the Committee, nor any member thereof, shall be liable to any Owner or to any other person for any loss, damage or injury arising out of the performance of the Committee's duties under this Declaration, unless such loss, damage, or injury is due to the willful misconduct or bad faith of the Committee or its member, as the case may be.

ARTICLE SEVEN – LAND USE AND ARCHITECTURAL RESTRICTIONS

1. **LAND USE AND BUILDING TYPES.** All Lots shall be used only for single-family residential and recreational purposes in accordance with these covenants, conditions and restrictions, and no building or improvement shall be erected, altered, placed or permitted to remain on any Lot except as authorized under the terms and conditions hereof. All buildings shall be subject to such height limitations as the Committee may judge necessary to preserve lines of sight and views from neighboring Lots.

2. **MINIMUM FLOOR AREA.**

Section 1, Lots 1-38, 16A, POA Lots A, B: Any single-family dwelling constructed on a Lot must have a floor area of not less than 1,600 square feet, exclusive of open and closed porches, terraces, patios, balconies, driveways and garages. An attached two-car garage shall not reduce the minimum ground floor area requirement.

Section 2, Lots 39-65: Any single-family dwelling constructed on a Lot must have a floor area of not less than 1,400 square feet, exclusive of open and closed porches, terraces, patios, balconies, driveways and garages. An attached two-car garage shall reduce the minimum ground floor area requirement to 1,000 square feet, exclusive of said garage.

Section 3, Lots 66-98: Any single-family dwelling constructed on a Lot must have a floor area of not less than 1,600 square feet, exclusive of open and closed porches, terraces, patios, balconies, driveways and garages. An attached two-car garage shall reduce the minimum ground floor area requirement to 1,000 square feet, exclusive of said garage.

Section 4, Lots 99-164: Any single-family dwelling constructed on Lots 99-108 and 131-165 must have a floor area of not less than 1,600 square feet, exclusive of open and closed porches, terraces, patios, balconies, driveways and garages, provided that on Lots 109-130 homes of not less than 1400 square feet shall be permitted if an attached garage is also constructed.

Section 5, Lots 4A, 4B, 4C: Any single-family dwelling constructed on a Lot must have a floor area of not less than 1,600 square feet, exclusive of open and closed porches, terraces, patios, balconies, driveways and garages. An attached two-car garage shall not reduce the minimum ground floor area requirement.

Section 6, Lots 35A, 35B, 35C: Any single-family dwelling constructed on a Lot must have a floor area of not less than 1,600 square feet, exclusive of open and closed porches, terraces, patios, balconies, driveways and garages. An attached two-car garage shall reduce the minimum ground floor area requirement to 1,000 square feet, exclusive of said garage.

3. **EXTERIOR FINISH MATERIALS AND ROOFS.** All homes shall be constructed with an exterior façade of at least 40% masonry. Non-rusting, coated metal roofs with low reflective properties will be allowed. Shiny metal roofs shall not be permitted within the Subdivision.

4. **SETBACKS.** No building shall be located on any of the Lots nearer than forty (40) feet from any front or rear Lot line, nearer than forty (40) feet from any street or cul-de-sac, or nearer than twenty (20) feet from any side Lot line. The Committee shall have the right to impose such additional setback requirements as it deems necessary to preserve lines of sight from neighboring Lots. The Committee shall be entitled to review and modify the setback requirements for Lots for which compliance with the foregoing setback requirements might be difficult or impossible.

5. **DRIVEWAYS.** All private roads and driveways on any Lot shall be constructed of paving at least in accordance with Hays County road specifications and shall be properly maintained. All drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater, in accordance with Hays County road specifications, and shall be subject to the approval of the Committee.

6. **PETS AND LIVESTOCK.** No pets, animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that: Domestic pets may be kept for non-commercial purposes for each full Lot if fenced in a manner and location acceptable to the Committee and if never allowed to run at large within the subdivision. No animal(s) may be kept which, in the sole discretion of the Committee, shall create any noise or odor nuisance.

7. **CAMPING.** The only camping allowed shall be temporary recreational camping with the prior consent of the Committee and for periods which, in the sole discretion of the Committee, do not create a noise or visual nuisance. No permanent or temporary outdoor latrines shall be allowed.

8. **PROHIBITED STRUCTURES.** Only in connection with camping allowable under paragraph 7 of this Article shall tents, camping trailers or motor homes be erected and/or used on any Lot and in such case only for periods of one (1) week or less. No other structure of a temporary character, including trailers, tents, shacks, horse trailers, or other outbuildings, shall be erected and/or used on any Lot at any time, either temporarily or permanently. No mobile home shall be placed on any Lot at any time, either temporarily or permanently.

9. **COMPLETION OF STRUCTURES.** The exterior of each house or other improvement shall be completed and finished within six (6) months of the earliest to occur of (i) the placement of building materials on the Lot, or (ii) the commencement of foundation work for the structure, or (iii) the commencement of on-site work on the structure itself.

10. **SEWAGE DISPOSAL.** All soil-absorption sewage disposal systems must be constructed (i) in accordance with the minimum requirements of the Division of Sanitary Engineering of the Texas State Department of Health, and (ii) in conformity with the restrictions outlined on the recorded plat of the Subdivision, and (iii) inspected for compliance by a duly authorized agent of the Hays County Health Department. In addition, no soil absorption sewage disposal systems or components thereof may be installed on any Lot without the prior written approval of the Committee. The Committee is hereby authorized to consider, without limitation, when evaluating proposed plans for soil absorption sewage disposal systems: (i) The soil percolation rate and known subsurface geology of the proposed drainage site; (ii) the projected load upon the sewage disposal system in view of the planned number of bedrooms, water conservation devices, etc; and (iii) the cost and effectiveness of alternative systems. The Committee is hereby authorized to set such standards for acceptable sewage disposal systems in excess of the minimum standards set by appropriate governmental entities as the Committee, in its sole discretion, shall deem necessary to protect the environmental integrity of the Subdivision and the health of its residents.

11. **FUEL TANKS.** No fuel tank or other structure or facility for the storage of combustible fuels shall be placed or maintained on any Lot unless expressly authorized in writing by the Committee.

12. **FENCES.** Any fence, wall, hedge or other similar structure or improvement shall be approved by the Committee with respect to location, height, type and materials. No wire fence of any type will be permitted along the frontage of a Lot. Perimeter fencing is discouraged.

13. **SIGNS.** No signs of any character shall be allowed on any Lot except those approved prior to erection by the Committee for purposes of identification or sale of a Lot or the residence thereon. House identification signs are encouraged.

14. **TRUCKS, BUSES, TRAILERS, AND BOATS.** No bus, semi-trailer, machinery, equipment or truck larger than a 1 ton pickup shall be kept, placed, maintained, constructed, or repaired on or in the street in front of the Lot, except for construction and repair vehicles during the period of construction on a Lot. No motor vehicle of any type shall be constructed or repaired on or in front of any Lot in such manner as to be visible from neighboring property.

Motor homes, recreational house trailers, horse trailers, truck campers, boats, boat trailers, recreational vehicles of any type kept on a Lot shall be kept within a garage or in such a manner as to not be visible from neighboring property. No motorized vehicle of any kind shall

be operated in any manner which is dangerous, noisy, or creates a nuisance in the opinion of the Committee.

15. **PARKING.** On-street parking shall be prohibited, except in emergency circumstances..

16. **DUMPING, RUBBISH, GARBAGE AND STORAGE.** No Lot shall be used or maintained as a dumping ground for rubbish or trash, nor may such materials be buried or burned on any Lot, and all garbage or other waste shall be kept in sanitary containers. All garbage, storage, and disposal containers shall be kept in a clean and sanitary condition, and the location and type of such containers shall be subject to the approval of the Committee.

17. **FIREARMS.** No firearms, fireworks, or explosives shall be discharged or openly displayed on any Lot. No hunting, including hunting with bow and arrow, shall be permitted within the Subdivision.

18. **COMMERCIAL ACTIVITIES.** No business, professional, commercial, or trade venture or activity shall be conducted on any of the Lots. Subject to the prior written consent of the Committee, which consent is and shall be expressly required, home offices to which the general public is invited, incidental to an Owner's business, may be maintained within such Owner's residence, so long as activities conducted in connection with such home offices do not become an annoyance or nuisance to the neighborhood, in the sole and absolute discretion of the Committee.

19. **ANNOYANCE OR NUISANCE.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood, in the sole discretion of the Committee. No clothesline or air conditioner window units shall be visible from a neighboring Lot without the written consent of such neighboring Owner. No unsightly or elaborate radio or television antennae shall be permitted; provided, however, that conventional antennae for normal household radio and television viewing purposes may be maintained, subject to the approval of the Committee as to appearance, height and location. All exterior lighting shall be subject to review and approval by the Committee, and no offensive exterior lighting shall be permitted.

20. **TOXIC SUBSTANCES.** The Committee shall have the right to prohibit the storage and/or application on Lots of those toxic substances including, without limitation, herbicides and pesticides, which (i) in the sole discretion of the Committee, present an unreasonable hazard to human health or environmental quality due to the location, type or amounts of such storage and/or application or (ii) which creates residues detectable outside the lot on which they were applied.

21. **TREES.** No trees having a diameter of five (5) inches or more, measured one foot above natural ground level, shall be removed from any Lot without the consent of the Committee. Any tree stumps shall also be promptly removed.

22. **OIL AND SURFACE MINING.** No oil drilling or development shall be permitted within the subdivision by surface estate Owners, their agents or assigns. No quarrying or mining operations shall be permitted upon or in any Lot.

23. **CREEK AND TRIBUTARY OBSTRUCTIONS.** No obstructions of any type, including, but not limited to, fences, dams, and concrete walkways, shall be placed in, on or across the bed of any creek or drainage course adjoining or running through any Lot in the Subdivision, without the written consent of the Committee.

24. **RESUBDIVISION AND CONSOLIDATION.** None of the Lots in the Subdivision shall be resubdivided. Only one single-family dwelling shall be erected on any one Lot. An Owner may consolidate two or more Lots for the purpose of constructing one single-family dwelling thereon.

25. **EASEMENTS.** In addition to the easements and setbacks shown and referenced on the plat of record for the Subdivision, there is hereby reserved to Declarant, its successors and assigns, easements on, over and under each Lot for the placement of braces, guy-wires and anchors relating to utility lines placed within the public utility easements shown on the plat of record for the Subdivision, and there is also hereby granted to Declarant, its successors and assigns, a ten (10) foot wide public utility easement along the side and rear lines of each Lot. The right of use of any easement shall include at all times the right of ingress and egress, for the installation, operation, maintenance, repair, or removal of any utility facilities, together with the right of removal of any obstruction that may be placed in such easement which would constitute interference with the use, maintenance, operation or installation of such utility facilities. An easement is hereby granted to all law enforcement, fire protection, ambulance and other emergency vehicles, and to garbage and trash collection vehicles and other service vehicles to enter upon the Lots in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees and management personnel to enter the Lots to render any service.

26. WATER WELLS. Because the Lots in the Subdivision shall be served by a central community water system and it is important to protect and preserve the aquifers underlying the Subdivision, private water wells may not be drilled so long as adequate potable water is available through the central system. All homes are required to use the community water system for their in-home water system. Water wells may not be drilled without the prior written permission of the Protective Committee and if approved shall be properly located, cased and maintained in accordance with Texas State and Hays County regulations in order to prevent the contamination or unnecessary depletion of the aquifers underlying the Subdivision, and in no case shall a water well be drilled within one hundred fifty (150) feet of a septic drainage field. Each Owner shall promptly provide the Committee with a driller's log of any well on the Owner's Lot. No water shall be transported for commercial purposes off the premises, and houses within the Subdivision shall be constructed with such water-conservation devices as the Committee from time to time may prescribe.

27. RAIN WATER COLLECTION SYSTEMS. Homeowners are encouraged to install rainwater collection systems for other than in-home water use as this is a way to conserve and protect our natural water resources. Approval by the Committee is required for all plans and specifications of any proposed structure or improvement.

28. MAINTENANCE REQUIREMENTS. In the event the Owner of any Lot shall fail to maintain such Lot and the improvements situated thereon in a neat and orderly manner, the Association, acting through the Committee, its agents and employees, shall have the right to enter upon said Lot and to repair, maintain, and restore the Lot and exterior of any and all buildings and other improvements erected thereon at the expense of Owner.

The Committee shall have the sole authority to make a determination as to the acceptability of the maintenance and appearance of any Lot. In the event that the Association or the Committee incurs any expense in maintaining all or any portion of a Lot, the costs thereof shall be charged to and paid by the Owner of such Lot. If such Owner fails to pay such costs upon demand, the Association shall have the right to maintain an action in a court of appropriate jurisdiction to recover any sums so expended. In addition, the Association shall be entitled to pursue the remedies set forth in Article Five, paragraph 8 of this declaration.

ARTICLE EIGHT – GENERAL PROVISIONS

1. ENFORCEMENT. The Declarant or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions and reservations now or hereafter imposed by the provisions of this Declaration or any Supplemental Declaration. Any failure to enforce the covenants and restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter, and any violation of these covenants shall not affect the lien of any mortgage or deed of trust or of any secured party. Any person or entity found by a court of appropriate jurisdiction to be in violation of this Declaration shall be liable to the party seeking to enforce this Declaration for all costs, expenses and reasonable attorneys fees incurred in connection with the enforcement hereof.

2. SEVERABILITY. Invalidation of any one or more of these covenants or restrictions by judgement or court order, shall in no way affect the validity of any other provision hereof, and all such other provisions shall remain in full force and effect.

3. AMENDMENT AND DURATION. The covenants, conditions and restrictions of this Declaration may be amended or changed by written instrument duly recorded in the Hays County Deed Records and signed by not less than two-thirds (2/3) of the then Owners of the Lots in the Subdivision, provided that no amendments or changes shall be allowed which shall increase the burdens or limitations imposed hereby on any Lot then subject hereto without the joinder thereto or ratification thereof by the then Owner of the Lot as to which burdens or limitations imposed are thereby increased. The covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarant or the Owner of any Lot subject to this Declaration and their respective legal representatives, heirs, successors and assigns and, unless amended as provided herein, shall be effective for a term of twenty (20) years from the date this Declaration is recorded. After such twenty (20) year period, said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each unless amended as provided herein.