

NOTE: This Document is provided as a help tool only. Please review an official set of deed restrictions prior to making any decision to purchase a lot.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
DOS LAGOS SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the “Declaration”) is made on the date hereinafter set forth by **Hays Dos Lagos, LP, a Texas limited partnership (“Hays Dos Lagos”), Robinson Partners, Ltd., a Texas limited partnership (“Robinson Partners”), and R. Robinson Enterprises, Inc., a Texas corporation.** All of the above referenced entities are acting through R. Robinson Enterprises, Inc., hereinafter referred to as the “Declarant.”

WITNESSETH

WHEREAS, Declarant, Hays Dos Lagos and Robinson Partners own certain real property in Hays County, Texas, described as **95.639 acres out of the Thomas B Lee Survey No. 415, Abstract No. 293, and the T.F. Martin Survey, Abstract No. 656**, more particularly described on Exhibit “A” attached hereto and incorporated herein for all purposes; and

WHEREAS, Declarant desires to create a planned community known as **Dos Lagos**, on a portion of the Property (as hereinafter defined), and such other land as may be added thereto pursuant to the terms and provisions of this Declaration.

NOW THEREFORE, Declarant declares that the Property will be held, sold and conveyed subject to the restrictions, covenants and conditions declared below, which will be deemed to be covenants running with the land and imposed on and intended to benefit and burden each Lot (as hereinafter defined) and other portions of the Property in order to maintain within the Property a planned community of high standards. Such covenants will be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and will inure to the benefit of each Owner (as hereinafter defined) thereof.

ARTICLE I
DEFINITIONS

Section 1.1 “ACC” shall have the meaning set forth in Section 5.1.

Section 1.2 “Association” will mean **Dos Lagos Homeowners Association, Inc.**, a non-profit corporation established for the purposes set forth herein.

Section 1.3 “Board of Directors” shall have the meaning set forth in Section 2.3(a).

NOTE: This Document is provided as a help tool only. Please review an official set of deed restrictions prior to making any decision to purchase a lot.

Section 1.4 “**Builder**” will mean any residential building company acquiring Lots from the Declarant for the purpose of construction and sale of homes.

Section 1.5 “**Commercial Lot(s)**” shall mean Block D, Lot 1 (4.04 acres), Block C, Lot 2 (4.16 acres), and Block C, Lot 1 (3.97 acres) out of the Property.

Section 1.6 “**Common Areas**” will mean that portion of the Property, if any, including any improvements thereon, conveyed or to be conveyed to the Association for the common use and benefit of the Owners. Declarant may cause the Common Lots to be conveyed to the Association as Common Areas at any time after the date hereof.

Section 1.7 “**Common Lot(s)**” shall mean Block E, Lot 1 (1.72 acres) and Block E, Lot 2 (6.53 acres) out of the Property.

Section 1.8 “**Common Maintenance Areas**” will mean the Common Areas, if any, the Common Lots and any areas within public rights-of-way, open space areas, wildlife management areas, easements (public and private), public parks, private streets, stock tanks/ponds, and any improvements, or landscaping that the Board of Directors of the Association deems necessary or appropriate to maintain for the common benefit of the members.

Section 1.9 “**County**” will mean Hays County, Texas.

Section 1.10 “**DBS**” shall have the meaning set forth in Section 9.16.

Section 1.11 “**Declarant**” means R. Robinson Enterprises, Inc. and its successors and assigns who are designated as such in writing by Declarant, and who consent in writing to assume the duties and obligations of the Declarant with respect to the Lots acquired by such successor or assign.

Section 1.12 “**Declaration**” will mean this Declaration of Covenants, Conditions and Restrictions, and any amendments and supplements thereto made in accordance with its terms.

Section 1.13 “**Deed of Trust**” shall have the meaning set forth in the Ratification and Joinder attached behind the signature page.

Section 1.14 “**Lot**” will mean any of the plots of land indicated upon the recorded subdivision plat(s) of the Property or any part thereof creating single-family homesites, but only if the plot of land has in place an infrastructure (including utilities and streets) necessary to allow construction of a single-family home. The Common Areas, Common Maintenance Areas, Common Lots, Commercial Lots and areas deeded to a governmental authority or utility, together with all improvements thereon, shall not be included as part of a Lot.

Section 1.15 “**MMDS**” shall have the meaning set forth in Section 9.16.

NOTE: This Document is provided as a help tool only. Please review an official set of deed restrictions prior to making any decision to purchase a lot.

Section 1.16 “Owner” will mean the record owner, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 1.17 “Plat” will mean the final plat or plats of Dos Lagos Subdivision recorded in _____, of the Plat Records of Hays County, Texas, which shall encompass the property described on EXHIBIT A hereto, and to all future Sections the plat recorded for such section.

Section 1.18 “Ponds” will mean facilities now existing or hereafter constructed on the Common Lots, including but not limited to two existing ponds on the Common Lots, and intended to be used for the common benefit of all Lots in the Property.

Section 1.19 “Property” will mean the real property covered by each Plat and the property described on EXHIBIT A hereto, and such additions thereto as may be brought within the jurisdiction of the Association and be made subject to this Declaration.

Section 1.20 “SSBT” shall have the meaning set forth in the Ratification and Joinder attached behind the signature page.

Section 1.21 “TVBS” shall have the meaning set forth in Section 9.16.

Section 1.22 “Unit” will mean any residential dwelling situated upon any Lot. There may not be more than one (1) residential dwelling on any Lot.

ARTICLE II HOMEOWNERS ASSOCIATION

Section 2.1 **Membership.** The Declarant and every Owner of a Lot by virtue of ownership of such Lot will be a member of the Association. Membership will be appurtenant to and will not be separated from ownership of any Lot. There will be 2 classes of membership: Class A and Class B, being more particularly described in Section 2.8.

Section 2.2 **Funding.** Subject to the terms of this Article II, the Declarant for each Lot owned within the Property hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it will be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (a) regular assessments or charges, and (b) special assessments for capital improvements to the Common Areas, such assessments to be established and collected as hereinafter provided. Such assessments will remain effective for the full term (and extended term, if applicable) of the covenants contained herein. The regular and special assessments, together with late fees, interest, costs, and reasonable attorneys' fees, will be a charge on each Lot and in accordance with Section 2.7 will be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, will also be the personal obligation of the person who was the Owner of such property at the time when the

NOTE: This Document is provided as a help tool only. Please review an official set of deed restrictions prior to making any decision to purchase a lot.

assessment fell due and subsequent Owners of the Lot. The Declarant shall have no obligation to pay any assessments on Lots owned by Declarant except for the \$1.00 per Lot per year charge set forth in Section 2.3(a) below, and no other assessments shall accrue on any such Lots during the term of Declarant's ownership, unless herein specifically stated.

Section 2.3 Regular Assessment or Charge.

- (a) **Regular Assessment Rate.** Subject to the terms of this Article, each Lot is hereby subject to an initial regular assessment charge as provided in this Section 2.3. The regular assessment charge shall be fixed at a uniform rate for all Lots except that a Lot owned by Declarant shall be assessed at \$1.00 per Lot per year. The rate at which each Lot will be assessed, and whether such assessment will be payable monthly, quarterly or annually, will be determined by the Board of Directors of the Association (the "**Board of Directors**"), at least 30 days in advance of each assessment period. Said rate may be adjusted as provided by the Board of Directors, subject to the provisions herein and in the By-laws. The initial regular assessment is Fifty Dollars (\$50.00) per month per Lot for Lots not owned by the Declarant.
- (b) **Declarant's/Builder's Subsidy/Full Assessment Obligation.** While Declarant is only required to pay a reduced assessment rate, Declarant may, but is not obligated to fund any insufficiency in the annual assessment fund. If Declarant funds any such shortfall, the Association is hereby authorized to repay Declarant for the sums so advanced.
- (c) **Increases in Regular Assessments.** From and after January 1st of the year immediately following the conveyance of the first Lot to a Class A member, the maximum regular assessment may be increased each year 10% above the maximum assessment for the previous year without a vote of the membership. This increase in the maximum assessment does not mean that the Board will or has to increase the assessment to the maximum level when it sets the regular assessment. From and after January 1st of the year immediately following the conveyance of the first Lot to a Class A member the maximum regular assessment may be increased more than 10% above the prior year's maximum by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting called for this purpose. Written notice of such meeting shall be sent to all members not less than 10 days nor more than 50 days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as and incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.
- (d) **Certificate of Assessment Status.** The Association will, upon written demand and for a reasonable charge, furnish a certificate signed by an officer or authorized representative of the Association setting forth whether or not the assessment has been paid for the assessment period.
- (e) **Purposes of Assessment Fund.** The Association will establish an assessment fund composed of regular assessments and will use the proceeds of such fund in providing for

NOTE: This Document is provided as a help tool only. Please review an official set of deed restrictions prior to making any decision to purchase a lot.

normal, recurring expenses related to the Common Maintenance Areas or that are set forth in the Association's budget. Such uses and benefits to be provided by the Association may include, by way of clarification and not limitation, any and all of the following: normal, recurring maintenance of the Common Maintenance Areas (including, but not limited to, mowing, edging, watering, clipping, sweeping, pruning, raking, and otherwise caring for landscaping) and the improvements to such Common Maintenance Areas, such as sprinkler systems, provided that the Association will have no obligation (except as expressly provided hereinafter) to make capital improvements to the Common Maintenance Areas; perpetual maintenance and enhancement for roadways, fences, columns, signage, walls, grounds, landscaping, lights, entry monuments and entry gates for the Property; payment of all legal and other expenses incurred in connection with the enforcement of all recorded covenants, restrictions and conditions affecting the property to which the regular assessment fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the regular assessment; employment of policemen and watchmen, if any; caring for vacant Lots; and doing any other thing or things necessary or desirable in the opinion of the Board of Directors of the Association to keep the Property neat and in good order, or which is considered of general benefit to the Owners or occupants of the Property, it being understood that the judgment of the Board of Directors in the expenditure of said funds and the determination of what constitutes normal, recurring maintenance will be final and conclusive so long as such judgment is exercised in good faith. The Association will, in addition, establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Maintenance Areas. The fund will be established and maintained out of regular assessments.

- (f) **Transfer Fee.** Upon any sale or other transfer of an interest in a Lot, other than a sale or transfer by Declarant, the owner of each such Lot shall pay to the Homeowner's Association a transfer fee of \$75.00 at the time of each sale or other transfer. Such sums shall be secured by a lien on each Lot, and for the purposes of these covenants shall be deemed an assessment.
- (g) **Late Fee.** If any assessment is not paid when due, the Association may charge a late fee for each month delinquency of such fee. The fee shall be in such amount as the Association shall determine from time to time. The initial late fee shall be \$10.00 per month.

Section 2.4 Special Assessments for Working Capital Fund, Nonrecurring Maintenance and Capital Improvements. In addition to the annual assessments authorized above, the Association may levy special assessments as follows:

- (a) In any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any nonrecurring maintenance, or the acquisition, construction, reconstruction, repair or replacement of a capital improvement upon any Common Maintenance Area, including fixtures and personal property related thereto may be assessed. The Association shall not commingle the proceeds of such special assessments

NOTE: This Document is provided as a help tool only. Please review an official set of deed restrictions prior to making any decision to purchase a lot.

with the regular assessment fund. Such proceeds shall be used solely and exclusively to fund the nonrecurring maintenance or improvements in question.

- (b) The Board of Directors shall determine the necessity and the amount of any special assessment. Special assessments shall not be effective unless approved by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting called for the purpose of approving the special assessments and conducting other business, if any. Written notice of such meeting shall be sent to each member not less than ten (10) days nor more than fifty (50) days in advance of the meeting.

Section 2.5 Special Assessments for Ponds. In addition to the assessments authorized above, the Association may levy a special assessment for Ponds maintenance, repair and operation costs as follows:

- (a) In any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any nonrecurring maintenance, or the acquisition, construction, reconstruction, repair or replacement of a capital improvement relating to the Ponds, may be assessed. The Association shall not commingle the proceeds of such special assessments with the regular assessment fund. Such proceeds shall be used solely and exclusively to fund the nonrecurring maintenance or improvements in question.
- (b) The Board of Directors shall determine the necessity and the amount of any special assessment. Special assessments shall not be effective unless approved by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting called for the purpose of approving the special assessments and conducting other business, if any. Written notice of such meeting shall be sent to each member not less than ten (10) days nor more than fifty (50) days in advance of the meeting.

Section 2.6 Non-payment of Assessments; Remedies of the Association. Any assessment not paid within 10 days after the due date will bear interest from the due date at the highest rate of interest allowed by Texas law, as amended from time to time. The Association will have the authority to impose late charges to compensate for the administrative and processing costs of late payments on such terms as it may establish by duly adopted resolutions, and the Association may bring an action at law against the Owner personally obligated to pay the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Maintenance Area or abandonment of his property.

NOTE: This Document is provided as a help tool only. Please review an official set of deed restrictions prior to making any decision to purchase a lot.

Section 2.7 Subordinated Lien to Secure Payment. To secure the payment of any assessment established hereby and to be levied on individual Lots as above provided, there is hereby reserved a lien for the benefit of the Association, said lien to be enforceable through appropriate proceedings at law or in equity by such beneficiary; provided, however, that each such lien shall be specifically made secondary, subordinate and inferior to all liens, present and future, given, granted, and created by or at the instance and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such Lot. Sale or transfer of a Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure will extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale, foreclosure or transfer will relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The Association will have the right to file notices of liens in favor of such Association in the Real Property Records of Hays County, Texas.

Section 2.8 Voting Rights. The Association will have two classes of voting membership:

- (a) **Class A.** Class A members will be all Owners, with the exception of Declarant, and will be entitled to 1 vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons will be members, but the vote for such Lot will be exercised as they among themselves determine, and in no event will more than 1 vote be cast with respect to any Lot.
- (b) **Class B.** The Class B member will be the Declarant. Declarant will be entitled to 3 votes for each Lot, Commercial Lot and Common Lot that Declarant owns. The Class B membership will cease and be converted to Class A membership 120 days after the conveyance of the Lot, Commercial Lot and/or Common Lot which causes the total votes outstanding in the Class A membership to equal the total votes outstanding in the Class B membership, or 10 years after conveyance of the first Lot to a Class A member, whichever occurs earlier.
- (c) **Suspension.** All voting rights of an Owner will be suspended during any period in which such Owner is delinquent in the payment of any assessment duly established pursuant to this Article II or is otherwise in default hereunder or under the By-laws or rules and regulations of the Association.

Section 2.9 Suspension. All rights of any Owner to use the Common Areas may be suspended during any period in which such Owner is delinquent in the payment of any assessment.

NOTE: This Document is provided as a help tool only. Please review an official set of deed restrictions prior to making any decision to purchase a lot.

**ARTICLE III
GENERAL POWERS AND DUTIES OF
BOARD OF DIRECTORS OF THE ASSOCIATION**

Section 3.1 Purpose of Regular Assessment Fund. The Board of Directors, for the benefit of the Owners, will provide and will pay for out of the regular assessment fund (provided for in Article II above) the following:

- (a) Taxes and assessments and other liens and monetary encumbrances which will properly be assessed or charged against the Common Areas, Common Maintenance Areas and/or the Ponds, rather than against the individual Owners, if any.
- (b) Care, operation, maintenance and preservation of the Common Areas, any Common Maintenance Areas and the Ponds.
- (c) The services of a professional person or management firm to manage the Association or any separate portion thereof to the extent deemed advisable by the Board of Directors (provided that any contract for management of the Association will be immediately terminable, without cause, by the Association, with no penalty, upon no more than 90 days prior written notice to the managing party), and the services of such other personnel as the Board of Directors will determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board of Directors or by the manager.
- (d) Legal and accounting services.
- (e) A policy or policies of insurance insuring the Association and/or its Board of Directors and officers against any liability to the public or to the Owners (and/or invitees or tenants) incident to the operation of the Association in any amount or amounts as determined by the Board of Directors, including a policy or policies of insurance as provided herein in Article IV.
- (f) Workers compensation insurance to the extent necessary to comply with any applicable laws.
- (g) Such fidelity bonds as may be required by the By-laws or as the Board of Directors may determine to be advisable.
- (h) Normal recurring expenses as described in paragraph 2.3(e).
- (i) Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes or assessments (including taxes or assessments assessed against an individual Owner) which the Board of Directors is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion will be necessary or proper for the enforcement of this Declaration.

NOTE: This Document is provided as a help tool only. Please review an official set of deed restrictions prior to making any decision to purchase a lot.

Section 3.2 Powers and Duties of the Board of Directors. The Board of Directors, for the benefit of the Owners, will have the following general powers and duties, in addition to the specific powers and duties provided for herein and in the By-laws of the Association:

- (a) To execute all declarations of ownership for tax assessment purposes with regard to the Common Areas, if any, on behalf of all Owners.
- (b) To borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent Owners if the Board of Directors sees fit.
- (c) To enter into contracts, maintain one or more bank accounts, and generally to have all the power necessary for or incidental to the operation and management of the Association.
- (d) To protect or defend the Common Areas and the Common Maintenance Area (if desired by the Board) from loss or damage by suit or otherwise, and to provide adequate reserves for replacements.
- (e) To make reasonable rules and regulations for the operation of the Common Areas and the Ponds, and to amend them from time to time; provided that, any rule or regulation may be amended or repealed by an instrument in writing signed by a majority of the Owners, or with respect to a rule applicable to less than all of the Common Areas, by the Owners in the portions affected.
- (f) To make available for inspection by Owners within 90 days after the end of each fiscal year an annual report, and to make all books and records of the Association available for inspection by Owners at reasonable times and intervals.
- (g) To adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property, and if proceeds are insufficient to repair damage or replace lost property, to assess the Owners in proportionate amounts to cover the deficiency.
- (h) To enforce the provisions of any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.
- (i) To collect all assessments and enforce all penalties for non-payment, including the filing of liens and institution of legal proceedings.

Section 3.3 Board Powers Exclusive. The Board of Directors will have the exclusive right to contract for all goods, services and insurance, payment of which is to be made from the regular assessment fund and the exclusive right and obligation to perform the functions of the Board of Directors, except as otherwise provided herein.

NOTE: This Document is provided as a help tool only. Please review an official set of deed restrictions prior to making any decision to purchase a lot.

Section 3.4 Operating/Maintenance Contracts. The Board of Directors, on behalf of the Association, will have full power and authority to contract with any Owner or other person or entity for the performance by the Association of services which the Board of Directors is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board of Directors may deem proper, advisable and in the best interest of the Association. Without limiting the foregoing, the Board shall have the authority to hire a management company or entity to undertake and oversee the management of the Association and Common Areas and the collection, imposition and use of all assessments and fees; and the Board shall have the right to grant such entity such management, operational, collection and enforcement rights and duties as the Board shall desire.

ARTICLE IV TITLE TO COMMON AREAS

Section 4.1 Association to Hold. The Association will own all Common Areas in fee simple and assume all maintenance obligations with respect to any Common Areas which may be hereafter established. Nothing contained herein will create an obligation on the part of Declarant to establish any Common Areas. Notwithstanding anything else herein to the contrary, Declarant may at any time after the date hereof cause the Common Lots to be conveyed to the Association, and the Association shall accept such conveyance.

Section 4.2 Liability Insurance. From and after the date on which title to any Common Area vests in the Association, the Association will purchase and carry a general comprehensive public liability insurance policy for the benefit of the Association and its members, covering occurrences on the Common Areas or the Common Maintenance Area (if desired by the Board of Directors). The policy limits will be as determined by the Board of Directors of the Association. The Association will use its best efforts to see that such policy will contain, if available, cross-liability endorsements or other appropriate provisions for the benefit of members, the Directors, and the management company retained by the Association (if any), insuring each against liability to each other insured as well as third parties. Any proceeds of insurance policies owned by the Association will be received, held in a segregated account and distributed to the Association's general operating account, members, Directors, the management company and other insureds, as their interests may be determined.

Section 4.3 Condemnation. In the event of condemnation or a sale in lieu thereof of all or any portion of the Common Areas, the funds payable with respect thereto will be payable to the Association and will be used by the Association to purchase additional Common Areas to replace that which has been condemned or to take whatever steps it deems reasonably necessary to repair or correct any damage suffered as a result of the condemnation. In the event the Board of Directors of the Association determines that the funds cannot be used in such a manner due to the lack of available land for additional Common Areas or for whatever reason, any remaining funds may be distributed to each Owner on a pro rata basis.

NOTE: This Document is provided as a help tool only. Please review an official set of deed restrictions prior to making any decision to purchase a lot.

**ARTICLE V
ARCHITECTURAL REVIEW**

Section 5.1 Architectural Control Committee. The Architectural Control Committee (the “ACC”) will be established as follows:

- (a) Until ninety percent (90%) of the Lots are sold to individuals, Declarant shall have sole control of the ACC. Once ninety percent (90%) of the Lots are sold to individuals, so long as there is Class B membership, the members of the ACC will be appointed, terminated and/or replaced by Declarant, and the ACC shall be comprised of Declarant and two (2) Lot owners. Thereafter, the ACC will have three (3) members who will be appointed, terminated and/or replaced by the Board of Directors.
- (b) The purpose of the ACC is to enforce the architectural standards of the community and to approve or disapprove plans for improvements proposed for the Lots.
- (c) The ACC will act by simple majority vote, and will have the authority to delegate its duties or to retain the services of a professional engineer, architect, designer, inspector or other person to assist in the performance of its duties.

Section 5.2 Scope of Review. No building, fence, wall, outbuilding, landscaping, pool, athletic facility or other structure or improvement will be erected, altered, added onto or repaired upon any portion of the Property without the prior written consent of the ACC, provided however, that improvements erected, altered, added onto or repaired by Declarant will be exempt from the provisions of this Article V.

Section 5.3 Submission of Plans. Prior to the initiation of construction upon any Lot, the Owner (excluding Declarant) thereof will first submit to the ACC a complete set of plans and specifications for the proposed improvements, including site plans, grading plans, landscape plans, floor plans depicting room sizes and layouts, exterior elevations, specifications of materials and exterior colors, and any other information deemed necessary by the ACC for the performance of its function. In addition, the Owner will submit the identity of the individual or company intended to perform the work and projected commencement and completion dates.

Section 5.4 Plan Review. Upon receipt by the ACC of all of the information required by this Article V, the ACC will have 30 days in which to review said plans. The proposed improvements will be approved if, in the sole opinion of the ACC: (a) the improvements will be of an architectural style and material that are compatible with the other structures in the Property; (b) the improvements will not violate any restrictive covenant or encroach upon any easement or cross platted building set back lines; (c) the individual or company intended to perform the work is acceptable to the ACC; and (d) the improvements will be substantially completed, including all cleanup, within 3 months of the date of commencement (6 months for the construction of a complete house). If the ACC fails to issue its written approval within 30 days of its receipt of the last of the materials or documents

NOTE: This Document is provided as a help tool only. Please review an official set of deed restrictions prior to making any decision to purchase a lot.

required to complete the Owner's submission, such failure by the ACC to issue its written approval shall be deemed disapproval.

Section 5.5 Non-conforming Structures. If there will be a significant or material deviation from the approved plans in the completed improvements, such improvements will be in violation of this Article V to the same extent as if erected without prior approval of the ACC. The ACC, the Association or any Owner may maintain an action at law or in equity for the removal or correction of the non-conforming structure and, if successful, will recover from the Owner in violation all costs, expenses and fees incurred in the prosecution thereof.

Section 5.6 Immunity of ACC Members. No individual member of the ACC will have any personal liability to any Owner or any other person for the acts or omissions of the ACC if such acts or omissions were committed in good faith and without malice. The Association will defend any action brought against the ACC or any member thereof arising from acts or omissions of the ACC committed in good faith and without malice.

Section 5.7 Address for Notice. Requests for ACC approval or correspondence with the ACC will be addressed to Architectural Control Committee and mailed or delivered in care of Declarant at the address shown at the end of the signature block hereto, or such other address as may be designated from time to time by the ACC. No correspondence or request for approval will be deemed to have been received until actually received by the ACC in form satisfactory to the ACC.

Section 5.8 Variance. The ACC shall have the right to grant such variances from the requirements of these restrictions and covenants as the ACC shall deem reasonable; provided however, the ACC may not approve a variance which contradicts the subdivision ordinances of the County or any other applicable governmental authority.

ARTICLE VI EASEMENTS

Section 6.1 Utility Easements. As long as Class B membership will be in effect, the Declarant hereby reserves the right to grant perpetual, nonexclusive easements for the benefit of Declarant or its designees, upon, across, over, through and under any portion of the Common Area for ingress, egress, installation, replacement, repair, maintenance, use and operation of all utility and service lines and service systems, public and private, including, without limitation, cable television, telephone, gas and electric systems. Declarant, for itself and its designees, reserves the right to retain title to any and all pipes, lines, cables or other improvements installed on or in such easements. Upon cessation of Class B membership, the Association will have the right to grant the easements described herein.

Section 6.2 Declarant's Easement to Correct Drainage. As long as Class B membership will be in effect, Declarant hereby reserves for the benefit of Declarant, a blanket easement on, over and under the ground within the Property to maintain and correct drainage of surface waters and other erosion controls in order to maintain reasonable standards of health, safety and appearance, and will

NOTE: This Document is provided as a help tool only. Please review an official set of deed restrictions prior to making any decision to purchase a lot.

be entitled to remove trees or vegetation, without liability for replacement or damages, as may be necessary to provide adequate drainage facilities. Notwithstanding the foregoing, nothing herein will be interpreted to impose any duty upon Declarant to correct or maintain any drainage facilities within the Property.

Section 6.3 Easement for Unintentional Encroachment. The Declarant hereby reserves an exclusive easement for the unintentional encroachment by any structure upon the Common Areas caused by or resulting from, construction, repair, shifting, settlement or movement of any portion of the Property, which exclusive easement will exist at all times during the continuance of such encroachment as an easement appurtenant to the encroaching Property to the extent of such encroachment.

Section 6.4 Easement for Perimeter Fence. The Declarant hereby reserves for the benefit of Declarant and the Association an exclusive easement for a perimeter fence running at the borders of Lots along the streets surrounding the neighborhood. These Lots will be sold subject to the perimeter fence and the fence easement described in this section, and the easement will be coextensive with the footprint of the fence. Additionally, the owners of these Lots will be responsible for the maintenance of the interior portion of the fence, including, but not limited to, watering the area upon which the fence is situated to prevent the shifting of the foundation of the fence which could damage the fence.

Section 6.5 Entry Easement. If the Owner fails to maintain the Lot as required herein and such failure continues for five days after written notice is sent to the Owner of such Lot at the address of the Lot, or in the event of emergency, the Association will have the right to enter upon the Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Property. Entry upon the Lot as provided herein will not be deemed a trespass, and the Association will not be liable for any damage so created unless such damage is caused by the Association's willful misconduct or gross negligence. All costs and expenses incurred or otherwise paid by the Association shall be secured by a lien on the Lot. Such sums shall bear interest until paid at the rates set out in Paragraph 2.6 hereof, and shall be secured by the liens set out in Paragraph 2.7 hereof.

Section 6.6 Drainage Easements. Easements for the installation and maintenance of utilities, storm water retention/Pondss, and/or a conservation area are reserved as may be shown on the recorded Plat. Within these easement areas, no structure, planting or other material will be placed or permitted to remain which may damage or interfere with the installation and maintenance of such utilities, or which may hinder or change the direction of flow of drainage channels or slopes in the easements. The easement area of each Lot and all improvements contained therein will be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, utility company or the Association is responsible.

Section 6.7 Temporary Completion Easement. All Lots will be subject to an easement of ingress and egress for the benefit of the Declarant, its employees, subcontractors, successors and assigns, over and upon the front, side and rear yards of the Property as may be expedient or

NOTE: This Document is provided as a help tool only. Please review an official set of deed restrictions prior to making any decision to purchase a lot.

necessary for the construction, servicing and completion of dwellings and landscaping upon Lots adjacent to the Property, provided that such easement will terminate 12 months after the date such Lot is conveyed to the Owner by the Declarant and/or a Builder.

ARTICLE VII USE AND OCCUPANCY

All Lots and dwellings will be used and occupied primarily for single-family residence purposes only. No Lot or dwelling may be used for commercial, institutional or other non-residential purpose (including residential day care facilities) if (a) the existence or operation of the business activity is apparent or detectable by sight, sound or smell from outside the Unit; (b) the business activity does not conform to all zoning requirements for the Property; (c) the business activity involves regular visitation of the Unit by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents in the Property; and (d) the business activity diminishes the residential character of the Property or constitutes a nuisance, or a hazardous or offensive use, or threatens the security or safety of the other residents in the Property, as may be determined in the sole discretion of the Board of Directors. This prohibition will not apply to (i) "garage sales" conducted entirely on an Owner's Lot in accordance with guidelines (if any) established by the Association provided that no Owner will conduct more than 1 garage sale of no more than 2 days duration during any 6 month period, or (ii) the use of any Unit by Declarant or any Builder as a model home or sales office, or (iii) the use of any Lot as a site for a selection center trailer, construction office trailer and/or sales office trailer and/or parking lot by Declarant or any Builder. The restrictions in this Article VII shall not apply to Common Lots, Commercial Lots, and/or improvements constructed thereon.

ARTICLE VIII PROPERTY RIGHTS

Section 8.1 Owners' Easements of Enjoyment. Every Owner will have a right and easement in and to the Common Areas and a right and easement of ingress and egress to, from and through said Common Areas, and such easement will be appurtenant to and will pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to establish and publish rules and regulations governing the use of the Common Areas affecting the welfare of Association members.
- (b) The right of the Association to suspend the right of use of the Common Areas and the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations.
- (c) The right of the Association, subject to the provisions hereof, to dedicate, sell or transfer all or any part of the Common Areas, if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication, sale or transfer will be effective unless an instrument signed by Owners entitled

NOTE: This Document is provided as a help tool only. Please review an official set of deed restrictions prior to making any decision to purchase a lot.

to cast two-thirds (2/3) of the votes of each class of membership has been recorded agreeing to such dedication or transfer, excluding Declarant.

- (d) The right of the Association, subject to the provisions hereof, to mortgage all or any part of the Common Areas. The Common Areas cannot be mortgaged without consent of two-thirds (2/3) of the votes of each class of membership, excluding Declarant.
- (e) All easements herein described are easements appurtenant to and running with the land; they will at all times inure to the benefit of and be binding upon Declarant and Owners, their grantees, and their respective heirs, successors, personal representatives and assigns, perpetually and in full force.

Section 8.2 Effect of Declaration. Reference in any deed, mortgage, trust deed or any other recorded documents to the easements, restrictions and covenants herein described or to this Declaration will be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees, or trustees of said parcels as fully and completely as if those easements, restrictions and covenants were fully related and set forth in their entirety in said documents.

Section 8.3 Rezoning Prohibited. No Lot will be rezoned to any classification allowing commercial, institutional or other non-residential use without the express consent of the Association and Declarant, which may be withheld in Declarant's sole discretion. Declarant or the Association may enforce this covenant by obtaining an injunction against any unapproved rezoning at the expense of the enjoined party. Notwithstanding the foregoing, the Commercial Lots are intended for commercial use.

Section 8.4 Lot Consolidation. Declarant may divide any Lot and/or consolidate any adjoining Lots and/or any portion thereof. The Lot or Lots resulting from such division and/or consolidation shall bear, and the Owner(s) thereof shall be responsible for, all assessments theretofore applicable to the Lots which are divided and/or consolidated; provided, however, if a Lot is split and not completely consolidated into another Lot, then the assessment amount shall be prorated on a square footage basis. Each such building site shall meet all lawful requirements of any applicable statute, ordinance or regulation.

Section 8.5 Drainage Alteration Prohibited. The surface water drainage contours of each Lot will conform to the approved grading plan established by the Declarant, unless drainage plans are modified by Declarant. No Owner will fill or alter any drainage swale established by the Declarant, nor will any Owner install landscaping or other improvements that may damage or interfere with the installation and maintenance of utilities or which may obstruct or divert surface water runoff from the drainage patterns, swales and easements established by the Declarant.

NOTE: This Document is provided as a help tool only. Please review an official set of deed restrictions prior to making any decision to purchase a lot.

**ARTICLE IX
USE RESTRICTIONS**

Section 9.1 Nuisances. No noxious or offensive activity will be carried on upon any Lot, nor will anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 9.2 Development Activity. Notwithstanding any other provision herein, Declarant and its successors and assigns, including Builders, will be entitled to conduct on the Property all activities normally associated with and convenient to the development of the Property and the construction and sale of single-family dwelling units on the Property. There may not be more than one (1) residential dwelling on any Lot. None of such activities or uses shall be deemed a violation of these restrictions. Notwithstanding the foregoing, all Builders shall have and utilize on a daily basis rolloff dumpsters. The Owner of the Lot to which a delivery is made shall be liable for any damage to roadway or curb caused by deliveries (including but not limited to curb breakage). Declarant and its successors and assigns, including Builders, acknowledge that they are aware of and will comply with all requirements of Hays County regarding construction and development in effect at the time the subdivision application is submitted, which presently include the following:

- (a) the requirement regulating the access of private construction vehicles from construction sites onto publicly maintained roadways, requiring the Owner to take certain steps to limit and clean all mud or other debris carried onto the public roadways by such construction vehicles and imposing fines for non-compliance;
- (b) the requirement that all construction within County right-of-way, including driveways and drainage improvements and the cutting of any existing roads for installation of utilities, to obtain a permit from the County prior to commencement, to be inspected prior to completion, prohibiting cutting of certain roadways within three (3) years of construction thereof and imposing fines for non-compliance; and
- (c) the requirement concerning construction standards for mailboxes installed within the right-of-way of streets and highways and requiring all such mailboxes to be made of collapsible materials, as defined in the ordinance.

Section 9.3 Temporary Structures. No structure of a temporary character, including, without limiting the generality thereof, any trailer, tent, shack, garage, barn, motor home or mobile home or other outbuilding, and no prefabricated or relocated structure will be used on any Lot at any time as a residence, either temporarily or permanently. This restriction will not be interpreted to limit the right of Declarant or any Builder to use trailers or outbuildings as sales offices, selection center offices, construction offices or material storage facilities, which rights are expressly granted.

Section 9.4 Signs. No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Unit, fence or other improvement upon such Lot so as to be

NOTE: This Document is provided as a help tool only. Please review an official set of deed restrictions prior to making any decision to purchase a lot.

visible from public view or mounted on any vehicle or trailer parked or driven in the Property or carried by any person or by any other means displayed within the Property except the following:

- (a) **For Sale Signs.** An Owner may erect 1 sign not exceeding 2 feet by 3 feet in area, fastened only to a stake in the ground and extending not more than 3 feet above the surface of the ground advertising the property for sale or for lease.
- (b) **Declarant's/Builders' Signs.** Signs or billboards may be erected by the Declarant or any Builder as such person shall desire and approve.
- (c) **Political Signs.** Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs will not be erected more than 90 days in advance of the election to which they pertain and are removed within 15 days after the election.
- (d) **School and Business Logos.** Emblems or bumper stickers advertising a resident's school or business mounted upon vehicles parked or driven in the Property.

Declarant or its agents will have the right to remove any sign, billboard or other advertising structure that does not comply with the foregoing requirements; and in so doing, will not be subject to any liability in connection with such removal.

Section 9.5 Vehicles.

- (a) **Campers, Boats and Recreational Vehicles.** No campers, boats, marine craft, hovercraft, boat trailers, travel trailers, animal trailers, flatbed trucks or trailers, motor homes, camper bodies, golf carts, and other types of recreational vehicles and non-passenger vehicles, equipment, implements, or accessories may be kept on any Lot unless the same are fully enclosed within a garage located on such Lot and/or said vehicles and/or accessories are fully screened from view by a screening structure or fencing approved by the ACC, and said vehicles and accessories are in operable condition. The ACC, as designated in this Declaration, will have the absolute authority to determine from time to time whether a vehicle and/or accessory is operable and fully enclosed and/or screened. Upon an adverse determination by said ACC, the vehicle and/or accessory will be removed and/or otherwise brought into compliance with this paragraph. No dismantling or assembling of motor vehicles, boats, trailers, recreational vehicles, or other machinery or equipment will be permitted unless fully screened from view by a screening structure or fencing approved by the ACC.
- (b) **Commercial Vehicles.** No commercial vehicle will be parked on any street right-of-way or Lot except within an enclosed structure which prevents such view thereof from adjacent lots and streets, unless such vehicle is temporarily parked and in use for the construction, maintenance or repair of a residence in the immediate vicinity. No trucks or vehicles of any

NOTE: This Document is provided as a help tool only. Please review an official set of deed restrictions prior to making any decision to purchase a lot.

size which transport inflammatory or explosive or hazardous cargo may be kept on the Property at any time.

- (c) **Motor Vehicles.** No vehicles or similar equipment will be parked or stored in an area visible from any street except passenger automobiles, passenger vans, motorcycles, pick-up trucks, and pick-up trucks with attached bed campers that are in operating condition and have current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways of the State of Texas. No abandoned, derelict or inoperable vehicles may be stored or located on any Lot.
- (d) **No parking on the street will be allowed due to safety concerns unless authorized by the Association.**

Section 9.6 Pets, Livestock and Poultry. No animals, livestock or poultry of any kind will be raised, bred or kept on any Lot, except for cats, dogs or other generally recognized household pets, provided that they are not kept, bred, or maintained for any commercial purpose or for food. It is the purpose of these provisions to restrict the use of the Property so that no person will quarter on the premises cows, horses, bees, hogs, pigs, sheep, goats, ducks, geese, chickens, turkeys, skunks, deer, elk, dove, quail, or other animals that may interfere with the quietude, health or safety of the community. No more than 4 animals may be kept on a single Lot. All such animals will be kept on a leash when outside of an enclosed area on the Lot to which they belong and will be kept in strict accordance with all local laws and ordinances (including any applicable leash laws) and in accordance with all rules established by the Association. All animals must be properly tagged for identification. No animal will be allowed to run at large, and all animals will be kept within enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects and waste at all times. Such enclosed area will be constructed in accordance with plans approved by the ACC, will be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof, and will be screened so as not to be visible from any other portion of the Property.

Section 9.7 Garbage and Refuse Disposal. No Lot will be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste will not be kept except in sanitary containers. All equipment for the storage or disposal of such material will be kept in a clean and sanitary condition. No cans, bags, containers or receptacles for the storing or disposal of trash, garbage, refuse, rubble, or debris will be stored, kept, placed or maintained on any Lot where visible from any street except solely on a day designated for removal of garbage and rubbish and on which days only such cans, bags, containers, and receptacles may be placed in front of a residence and beside a street for removal but will be removed from view before the following day. Materials incident to construction of improvements may be stored on Lots during construction by Declarant. There will be no burning of brush or rubbish.

Section 9.8 Air-Conditioning Units. No air-conditioning apparatus will be installed on the ground in front of a residence nor will any air-conditioning apparatus or evaporative cooler be attached to any front wall or any window of a residence. Each such unit and apparatus shall provide

NOTE: This Document is provided as a help tool only. Please review an official set of deed restrictions prior to making any decision to purchase a lot.

for visual screening so that it is not visible from adjoining property or streets in such manner as the ACC shall require from time to time. All units shall be screened from public view.

Section 9.9 Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways will be placed or permitted to remain on any corner Lot except as may be approved by the ACC. No tree will be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 9.10 Parking. No vehicles, trailers, implements or apparatus may be driven or parked in the Common Areas, the Common Maintenance Areas or on any easement unless such vehicle, trailer, implement or apparatus is in use for maintaining such area or easement, provided, however, that this restriction will not apply to driveways or streets intended for vehicular use.

Section 9.11 Commercial or Institutional Use. No Lot, and no building erected or maintained on any Lot, will be used for manufacturing, industrial, business, professional, commercial, institutional or other non-residential purposes, except as set forth in Article VII.

Section 9.12 Detached Buildings. No detached accessory buildings (other than provided herein) and/or storage buildings, will be erected, placed or constructed upon any Lot by any party other than Declarant and any Builder if approved by Declarant, without the prior consent of the ACC. Every outbuilding, inclusive of such structures as a storage building, greenhouse or children's playhouse, will be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. Exterior paint and roofing materials of such outbuildings shall be consistent with the existing paint and roofing materials of the dwelling, or as otherwise approved by Declarant or the ACC. Declarant shall have the right to design detached or other out buildings in connection with the development of the Property, and such designs shall be deemed approved out buildings. Nothing contained in this Section 9.12 shall apply to any buildings existing as of the date of execution of this Declaration.

Section 9.13 Fences. All fences and walls will comply with the provisions herein along with the County and any other applicable governmental authority requirements. No fence, wall or hedge will be erected or maintained on any Lot nearer to the street than any building setback lines for the front and side yards, except for fences erected in conjunction with model homes or sales offices; and provided further, no fence shall be less than five feet from the house on any Lot. All perimeter and other fences (i) will be not more than five (5) feet or less than four (4) feet in height unless another height is approved by the ACC, (ii) will be constructed of wrought iron except for retaining walls installed by Declarant or retaining walls or decorative walls approved by the ACC, and (iii) not restrict the movement of deer through the Property; provided, however, fences higher than five (5) feet that restrict deer movement may be constructed if located within twenty-five (25) feet of a Unit situated on a Lot, and not otherwise within any applicable building setback. No chain-link, metal cloth or agricultural fences may be built or maintained on any Lot. Unless otherwise agreed between Owners, side and rear yard fences that separate adjacent Lots will be owned and maintained by the Owner on whose Lot the fence exists, or if the location is indefinite, such fence will be maintained

NOTE: This Document is provided as a help tool only. Please review an official set of deed restrictions prior to making any decision to purchase a lot.

by the Owners whose Lots are involved jointly with expenses being shared equally. Notwithstanding the foregoing, the ACC will have the right and authority to approve variances of fencing height, material and/or location for reasonable cause or to alleviate hardship as determined in the sole judgment of the ACC; provided however, the ACC may not approve a variance which contradicts the ordinances of the County or other applicable governmental authority unless the County or other applicable governmental authority has previously approved the variance. Decorative fencing may be allowed on the Lots in accordance with regulations established by the ACC.

Section 9.14 Sidewalks And Curbing. All sidewalks and curbing will conform to County and any other applicable governmental authority specifications and regulations. If a homeowner, its representative, agent or employee, causes damage to any sidewalk or curbing located on or adjacent to such homeowner's Lot, the homeowner must repair or replace the sidewalk or curb so that it will be returned to its original condition on or before 45 days following the date such damage occurred.

Section 9.15 Landscaping and Exterior Maintenance. Decorative ground cover rock in the front and side yard may not exceed two percent (2%) of the total area of the front and side yard. All landscaping located on any Lot will be properly maintained at all times by the Lot Owner. Each Lot Owner will keep all shrubs, trees, grass, and plantings of every kind on his Lot cultivated, pruned, free of trash, and other unsightly material. All improvements upon any Lot will at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Lot Owner. Declarant, the Association, and the ACC will have the right at any reasonable time to enter upon any Lot to replace, maintain, and cultivate shrubs, trees, grass, or other plantings as deemed necessary; and to paint, repair, or otherwise maintain any improvements in need thereof, and to charge the cost thereof to the Lot Owner.

Section 9.16 Antennae, Satellite Dishes and Solar Collectors. Except with the written permission of the ACC or as provided herein, no Owner may erect or maintain (a) any direct broadcast satellite (“DBS”) antenna greater than one meter (39 inches) in diameter, or (b) any multi-channel multipoint distribution service (wireless cable) (“MMDS”) antenna greater than one meter (39 inches) in diameter; provided, however, such DBS or MMDS antenna being less than one meter in diameter may be placed in the least conspicuous location on a Lot where an acceptable quality signal can be received as long as such DBS or MMDS antenna is screened from view (for aesthetic reasons) of any street, alley, park, Common Area or other public area, unless otherwise approved in writing by the ACC. The installation of any other antennal structure, such as a television broadcast service (“TVBS”) antenna, will be mounted in the attic of a residential structure unless written permission is given by the ACC to place such antennal structure in another location. Except with the written permission of the ACC, no solar collector panels may be placed on or around the residential structure.

Section 9.17 Clothes Hanging Devices. No clothes hanging devices exterior to a dwelling are to be constructed on the Lot.

Section 9.18 Window Treatment. No aluminum foil, reflective film or similar treatment will be placed on windows or glass doors. Temporary window treatments must be removed within 45 days.

NOTE: This Document is provided as a help tool only. Please review an official set of deed restrictions prior to making any decision to purchase a lot.

Section 9.19 Limitation on Square Feet. The minimum square footage area of Units erected on the Lots will not be less than 1,900 square feet of living area, exclusive of porches, garages and other areas not climate controlled. No Unit shall have more than two stories.

Section 9.20 Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind will be permitted upon or in any Lot, nor will oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas will be erected, maintained or permitted upon any Lot. No tank for the storage of oil or other fluids may be maintained on any of the Lots above the surface of the ground. Nothing herein shall prevent any Owner from utilizing a water well, pressure tank, or rainwater collection system.

Section 9.21 Mail Boxes. Mail boxes will be erected and maintained upon areas determined by the U.S. Postal Service in accordance with the current postal authority standards and the approval of the ACC.

Section 9.22 Garages and Driveways. All openings to garages must be situated within the setback lines set out in the Plat. Garages may be used as a Builder's sales offices prior to permanent occupancy of the main structure. Garages may be attached or detached and must conform to the requirements and limitations of the Plat. Garages must be side or rear entry. Driveways must be asphalt, crushed stone with curbing, cement, or of similar nature.

Section 9.23 Setback Lines. No Unit or other building will be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum setback lines shown on the Plat. Notwithstanding the foregoing, the ACC will have the right and authority to approve variances from the setback requirements for reasonable cause or to alleviate a hardship; provided however, the ACC may not approve a variance which contradicts the setback requirements of the zoning and/or subdivision ordinances of the County or any other applicable governmental authority unless such entity has previously approved the variance. Roof and eave overhangs shall not be considered a part of the main structure for set back requirements, and will not be considered encroachments or violations of the setback requirements.

Section 9.24 Athletic and Recreational Facilities. Outdoor athletic and recreational facilities such as basketball goals, playscapes, swing sets and sport courts of a permanent nature will not be placed on any street or on any Lot in the Property between the street right-of-way and the front of a Unit, and must be approved by the ACC pursuant to Article V. Temporary facilities may be placed, utilized and removed from view from the street during the course of a day.

Section 9.25 Security. Neighborhood watchman patrols may be provided by independent contractors through the Association, from time to time; however, the Association is not responsible for security of the neighborhood or any Unit and the Owners are exclusively responsible for security for home and property. Owners will use reasonable care to keep the codes for any entry gates to the Property confidential and will divulge such information only as necessary.

NOTE: This Document is provided as a help tool only. Please review an official set of deed restrictions prior to making any decision to purchase a lot.

Section 9.26 Burning. Except within fireplaces in the main residential dwelling and except for outdoor cooking, no burning of anything will be permitted anywhere on the Property.

Section 9.27 Utilities. Except as to special street lighting or other aerial facilities which may be required by the County or other applicable governmental authority or by the franchise of any utility company or which may be installed by the Declarant pursuant to its development plan, no aerial utility facilities of any type (except meters, risers, service pedestals, transformers and other surface installations necessary to maintain or operate appropriate underground facilities) will be erected or installed on the Property whether upon individual Lots, easements, streets or rights-of-way of any type, either by the utility company or any other person or entity, including, but not limited to, any person owning or acquiring any part of the Property, and all utility service facilities (including, but not limited to, water, sewer, gas, cable, electricity and telephone) will be buried underground unless otherwise required by a public utility. Any lighting shall be restricted so as to comply with all then applicable lighting ordinances of the City of Dripping Springs.

Section 9.28 Exterior Holiday Decorations. Lights or decorations may be erected on the exterior of Units in commemoration or celebration of publicly observed holidays provided that such lights or decorations do not unreasonably disturb the peaceful enjoyment of adjacent Owners by illuminating bedrooms, creating noise or attracting sight-seers. All lights and decorations that are not permanent fixtures of the Unit which are part of the original construction or have been properly approved as permanent improvements by the ACC will be removed within 30 days after the holiday has ended. Christmas decorations or lights may not be displayed prior to November 1st of any year. For other holidays, decorations or lights may not be displayed more than 3 weeks in advance of the holiday. The Association will have the right, upon 30 days prior written notice, to enter upon any Lot and summarily remove exterior lights or decorations displayed in violation of this provision. The Association, and the individuals removing the lights and decorations, will not be liable to the Owner for trespass, conversion or damages of any kind except in the case of intentional misdeeds and gross negligence.

Section 9.29 Construction Activities. This Declaration will not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction or remodeling of or making of additions to improvements by a Lot Owner (including Declarant) upon any Lot within the Property. Specifically, no such construction activities will be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with diligence and conforms to usual construction practices in the area. If construction upon any Lot does not conform to usual practices in the area as determined by the ACC in its sole good faith judgment, the ACC will have the authority to obtain an injunction to stop such construction. In addition, if during the course of construction upon any Lot, there is an excessive accumulation of debris of any kind that is offensive or detrimental to the Property or any portion thereof, then the ACC may contract for or cause such debris to be removed, and the Lot Owner will be liable for all expenses incurred in connection therewith.

NOTE: This Document is provided as a help tool only. Please review an official set of deed restrictions prior to making any decision to purchase a lot.

Section 9.30 Construction Specifications. Subject to any County or other applicable governmental authority requirements, the exterior walls of residential structures (exclusive of eaves, soffits and fascia) will be constructed of at least 75% masonry materials. Hardiplank and similar concrete based materials shall be considered masonry construction. Stucco shall be prohibited on the exterior walls of Units and other buildings. The ACC may grant variances to this provision to allow for the utilization of architectural elements to vary the “street scene” front elevations within the neighborhood and such that the resulting structure will not detract from the general appearance of the neighborhood. However, 100% percent of the front exterior wall will be constructed of masonry materials (excluding windows, eaves, doors, other openings and gables) on all residential structures. Open air porches, colonnades, porte cocheres and detached garages located predominantly to the rear of a main structure shall not be considered street exterior walls in determining masonry percentages.

ARTICLE X PICKETING AND DEMONSTRATIONS

By acceptance of the deed to any Lot covered by this Declaration, the Owner covenants and agrees with the Owners of all other Lots within the Property that no Owner or resident of any Lot will engage in picketing, protest marches, sit-in demonstrations, protest speeches or other forms of public protest, including without limitation, displaying signs or placards within public view, upon any Lot or within any Common Area, easement or street right-of way adjacent to any Lot, or affixed to any vehicle or apparatus upon or adjacent to any Lot. This prohibition will not affect the right of any person to participate in any other form of public protest conducted outside the area depicted on the recorded subdivision Plat. No Owner or resident of any Lot will engage in conduct that tends to vilify, ridicule, denigrate, or impugn the character of any other Owner or resident if such conduct occurs on any Lot, Common Area easement or street depicted on the subdivision Plat. Each Owner, by acceptance of the deed to any Lot, will be deemed to have accepted the foregoing prohibitions as reasonable limitations on his constitutional right of free speech, and to recognize and agree that all Owners have the right to the peaceful enjoyment of their property; the right of privacy; the right to practice their own religion; the freedom of association; and the right to engage in a profession, business or life-style of their own choosing provided that the conduct of such profession, business or life-style is not illegal and does not otherwise violate any provision of this Declaration.

ARTICLE XI ANNEXATION

Section 11.1 Annexation by Declarant. At any time during the initial term of this Declaration, the Declarant may, at its sole option, annex additional property into the Association to be subject to the terms hereof to the same extent as if originally included herein and subject to such other terms, covenants, conditions, easements and restrictions as may be imposed thereon by Declarant, provided that the annexation will be governed by the following rules:

NOTE: This Document is provided as a help tool only. Please review an official set of deed restrictions prior to making any decision to purchase a lot.

- (a) **Consent or Joinder Not Required.** No consent or joinder of any Class A member or other party except the record owner of the land being annexed will be necessary to effect any annexation made pursuant to this Section.
- (b) **Declaration of Annexation.** Annexation shall be evidenced by a written Declaration of Annexation executed by Declarant setting forth the legal description of the property being annexed and any specific restrictive covenants to be applied to such annexed property.

Section 11.2 Annexation by Action of Members. At any time the Board of Directors may request approval of the membership for the annexation of additional property into the Association to be subject to all of the terms of this Declaration to the same extent as if originally included herein. No such annexation shall be effective unless approved in writing by members entitled to cast two-thirds (2/3) of the votes in each class of membership. Any property that is not owned by Declarant may be annexed hereto according to the foregoing requirements; provided, however, that no such annexation shall be effective without the consent and joinder of the owners of the property to be annexed. Such annexation must be evidenced by a Declaration of Annexation, as set forth in subsection 11.1(b) above, executed by the parties herein described.

Section 11.3 No Duty to Annex. Nothing herein contained shall establish any duty or obligation on the part of the Declarant or any member to annex any property into the Association, and no owner of property excluded from the Association shall have any right to have such property annexed thereto.

Section 11.4 Effect of Annexation on Class B Membership. In determining the number of lots owned by Declarant for purposes of Class B membership status according to Section 2.8, the total number of Lots, Commercial Lots and Common Lots covered by the Association, including all Lots annexed thereto, will be considered. If Class B membership has previously lapsed but annexation of additional property restores the ratio of Lots owned by Declarant to the number required for Class B membership, such Class B membership will be reinstated until it expires pursuant to the terms of Section 2.8.

ARTICLE XII GENERAL

Section 12.1 Enforcement. The Association or any Owner will have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed now or in the future by the provisions of this Declaration. Failure of the Association or any Owner to enforce any covenant or restriction of this Declaration will in no event be deemed a waiver of the right to do so in the future.

Section 12.2 Remedies. In the event of any default by any Owner under the provisions of this Declaration, the By-laws or the rules and regulations of the Association, the Association and any Owner will have each and all of the rights and remedies which may be provided for in this Declaration, the By-laws and said rules and regulations, and those which may be available at law or

NOTE: This Document is provided as a help tool only. Please review an official set of deed restrictions prior to making any decision to purchase a lot.

in equity, and may prosecute any action or other proceedings against such defaulting Owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Lot and ownership interest of such Owner, or for damages or injunction, or specific performance, or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. No remedies herein provided or available at law or in equity will be deemed mutually exclusive of any other such remedy. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum rate permitted by law, from the due date until paid, will be charged to and assessed against such defaulting Owner, and will be added to and deemed part of his respective regular assessment (to the same extent as the lien provided herein for unpaid assessments) upon the Lot and upon all of his additions and improvements thereto, and upon all of his personal property upon the Lot. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or any Owner.

Section 12.3 Term and Amendments. The covenants and restrictions of this Declaration will run with and bind the Property for an initial term of 30 years from the date this Declaration is recorded, after which time they will be automatically extended for successive periods of 10 years each, unless 75% of the votes outstanding will have voted to terminate the covenants and restrictions of this Declaration upon the expiration of the initial 30-year period or any extension thereof, which termination will be by written instrument signed by 75% of the Owners and properly recorded in Hays County, Texas. Except as provided below, this Declaration may be amended by an instrument signed by not less than 66.67% of the Owners, provided the Declarant's written consent to an amendment shall also be required for 20 years from the date this Declaration is recorded. Any amendment must be recorded. Notwithstanding any provisions hereof to the contrary, the Declarant may, at its sole discretion and without consent being required of any other party, modify, amend or repeal this Declaration (i) at any time prior to the closing of the sale of the first Lot covered hereunder, provided said amendment, modification or repeal is in writing and properly recorded in Hays County, Texas, and (ii) at any time to cause these declarations, covenants and restrictions to meet HUD, FHA and/or VA requirements for qualified subdivisions. Declarant further reserves, (a) prior to the closing of the sales of all of the Property, all rights which may be necessary to deal with the Property, including the right to vacate, amend or modify the Plat of the Property, and (b) the right at any time to amend this Declaration in order to correct scrivener's errors. Notwithstanding the foregoing, no amendment imposing a restriction on a Commercial Lot shall be effective without the written consent of the owner of such Commercial Lot.

Section 12.4 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order will in no way affect any other provisions which will remain, in full force and effect.

Section 12.5 Rights and Obligations. The provisions of this Declaration and the Articles of Incorporation and By-laws and the rights and obligations established thereby will be deemed to be covenants running with the land and will inure to the benefit of, and be binding upon, each and all of the Owners and their respective heirs, representatives, successors, assigns, purchasers, grantees and mortgagees. By the recording or the acceptance of a deed conveying a Lot, Commercial Lot and/or

NOTE: This Document is provided as a help tool only. Please review an official set of deed restrictions prior to making any decision to purchase a lot.

Common Lot, or any ownership interest therein, the person to whom such property is conveyed will be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration and the Articles of Incorporation and By-laws, whether or not mention thereof is made in said deed.

Section 12.6 Gender. All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, will include all other genders, and the singular will include the plural, and vice versa.

Section 12.7 Headings. The headings contained in this Declaration are for reference purposes only and will not in any way affect the meaning or interpretation of this Declaration.

Section 12.8 Conflicts. In the event of conflict between the terms of this Declaration and any bylaws, rules, regulations or articles of incorporation of the Association, this Declaration will control.

Section 12.9 Partial Invalidity. The invalidation of any one of these covenants by judgment or court order will in no way affect any of the other provisions, which will remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed on its behalf, attested and its corporate seal to be hereunto affixed on the date set forth in the acknowledgment below, in all cases to be EFFECTIVE AS OF this _____ day of _____, 2005.

DECLARANT:

**R. Robinson Enterprises, Inc.,
a Texas corporation**

By: _____

Name: Randall H. Robinson

Title: President

OWNERS:

**Hays Dos Lagos, LP,
a Texas limited partnership**

**Robinson Partners, Ltd.,
a Texas limited partnership**

**By: Hays Dos Lagos GP, LLC,
a Texas limited liability company**

**By: Robinson Partners GP, LLC,
a Texas limited liability company**

By: _____

Name: Randall H. Robinson

By: _____

Name: Randall H. Robinson

NOTE: This Document is provided as a help tool only. Please review an official set of deed restrictions prior to making any decision to purchase a lot.

Title: Manager

Title: Manager

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on this _____ day of _____, 2005, by Randall H. Robinson, President of R. Robinson Enterprises, Inc., a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on this _____ day of _____, 2005, by Randall H. Robinson, Manager of Hays Dos Lagos GP, LLC, a Texas limited liability company, on behalf of said company as general partner of Hays Dos Lagos, LP, a Texas limited partnership, on behalf of said partnership.

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on this _____ day of _____, 2005, by Randall H. Robinson, Manager of Robinson Partners GP, LLC, a Texas limited liability company, on behalf of said company as general partner of Robinson Partners, Ltd., a Texas limited partnership, on behalf of said partnership.

Notary Public, State of Texas

NOTE: This Document is provided as a help tool only. Please review an official set of deed restrictions prior to making any decision to purchase a lot.

Ratification and Joinder

Capitalized terms which are used in this Ratification and Joinder and are not otherwise defined are used with the meanings provided for them in the foregoing Declaration of Covenants, Conditions and Restrictions Dos Lagos Subdivision.

The undersigned Security State Bank and Trust, Fredericksburg (“SSBT”), in exchange for loaning certain monies to the Declarant, received a deed of trust covering the Lots securing the loan, said deed of trust recorded in the Official Public Records of Hays County, Texas in Document No. _____ (the “**Deed of Trust**”), and desires to make the foregoing Declaration fully effective as to such Lots. Accordingly, SSBT hereby ratifies, confirms and adopts the foregoing Declaration, and agrees that it shall be fully binding upon all of the Lots currently owned by such person as fully as if executed, delivered and recorded by the Declarant therein prior to the receipt of the Deed of Trust.

This Ratification and Joinder shall be binding upon and inure to the benefit of SSBT, its successors and assigns, and shall be a covenant running with the land as to each and all of the Lots presently covered by the Deed of Trust.

EXECUTED on and to be effective as of the date set forth in the acknowledgment hereto.

Security State Bank and Trust, Fredericksburg

By: _____
Name: _____
Title: _____

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on this _____ day of _____, 20____, by _____, _____ of Security State Bank and Trust, Fredericksburg, on behalf of said banking association.

Notary Public, State of Texas

NOTE: This Document is provided as a help tool only. Please review an official set of deed restrictions prior to making any decision to purchase a lot.

EXHIBIT "A"

Legal Description