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STATE OF TEXAS
COUNTY OF TRAVIS

SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

Estates Above Lost Creek, Phase I
(The Estates of Barton Creek)

SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

INTRODUCTION

This Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions, The Estates Above Lost Creek Phase I for The Estates of Barton Creek (this "Declaration") amends, restates, replaces, and supersedes in their entirety the following previously recorded documents: *Declaration of Covenants, Conditions and Restrictions of the Estates Above Lost Creek, Phase I, recorded in Volume 7711, Page 366, Deed Records of Travis County, Texas and the documents recorded in Volume 09521, Page 0025, of the Real Property Records of Travis County, Texas, Volume 11233, Page 1307, of the Real Property Records of Travis County, Texas, Volume 11961, Page 0148, of the Real Property Records of Travis County, Texas and that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions The Estates Above Lost Creek, Phase I, recorded in Volume 12862, Page 1088, of the Real Property Records of Travis County, Texas.*

UNDERSTANDING THIS DECLARATION

This Declaration has important rules which affect every homeowner in The Estates of Barton Creek (originally platted as The Estates Above Lost Creek and includes Lost Creek Estates, Phase 1-B and The Estates Above Lost Creek, Phase Two). There are rules which limit what you can build on your lot and which restrict the activities which you can conduct on your property. There are other provisions that also impact owning a home in this community. This Introduction is intended to be a "plain English" overview of what is in this Declaration. Reading this Introduction does not substitute for reading the Declaration. You should read all of this Declaration and

understand your legal rights and responsibilities, because some of these rules may not allow you to do something you want to do. Also, if you do not pay your assessments, you can lose your home. Assessments are essentially "dues" to be a member of the homeowners association (and you must be a member of the association if you own a lot or house in The Estates of Barton Creek).

PRIMARY PURPOSES OF THE DECLARATION

Generally, this Declaration is intended to establish uniform rules and standards for homes and activities in The Estates of Barton Creek in order to make it a better, more attractive and more livable community. While there are many rules and restrictions, these should benefit you and make your neighborhood and community better. This Declaration serves four primary purposes with respect to homeowners: the creation of a mandatory homeowners association, a set of rules as to what may and may not be built in The Estates of Barton Creek, restrictions which say what kind of activities can take place in The Estates of Barton Creek, and assessments.

Association & Common Areas. This Declaration establishes a mandatory homeowner's association which has the ability to own common areas, facilities, and amenities for the benefit of all owners in The Estates of Barton Creek. The Association has the authority to enforce this Declaration and has other powers and responsibilities which are described in this Declaration.

Building, Architectural, and Landscaping Requirements This Declaration describes a variety of requirements for every house or other building and other improvements in The Estates of Barton Creek; for-example minimum floor area requirements, masonry requirements, requirements for garages, roofing requirements, and the required types of fences and landscaping. There is an Architectural Review Committee that reviews and approves plans for houses and alterations or additions and the Association has the right to make builders and homeowners comply with the architectural and design requirements set forth in this Declaration. The Board of Directors of the Association oversees the Architectural Review Committee and appoints its members, reviews its decisions, hears appeals of its decisions and must also approve any rules of the ARC and any variances granted.

Restrictions on Activities & Uses. There are various rules and restrictions as to what can and cannot be done on the Property; these include the covenants, conditions, and restrictions which are in Article V.

Assessments. The Estates of Barton Creek Property Owners Association, Inc. is a "mandatory homeowners association". If you own a lot in The Estates of Barton Creek (originally platted as The Estates Above Lost Creek and includes Lost Creek Estates, Phase 1-B and The Estates Above Lost Creek, Section Two), you must be a member of the Association and pay assessments. The Association uses assessments for a number of purposes, but one is to pay for upkeep and maintenance of the common areas. If someone doesn't pay their assessments, then the Association can take that person's house away from them by foreclosing on it.

The Estates of Barton Creek

SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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**SECOND AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

**THE ESTATES ABOVE LOST CREEK, PHASE I
(THE ESTATES OF BARTON CREEK)**

THE STATE OF TEXAS § KNOW ALL BY THESE PRESENTS:
 §
COUNTY OF TRAVIS §

This Second Amended and Restated Declaration of Covenants, Conditions and Restriction, The Estates above Lost Creek, Phase I (The Estates of Barton Creek) (“Second Amended and Restated Declaration”) is effective on the date it is recorded in the Official Public Records of Travis County, Texas and is as follows:

RECITALS:

WHEREAS, The following restrictions, amendments and supplements were previously recorded: Declaration of Covenants, Conditions and Restrictions of the Estates Above Lost Creek, Phase I, recorded in Volume 7711, Page 366, Deed Records of Travis County, Texas and the documents recorded in Volume 09521, Page 0025, of the Real Property Records of Travis County, Texas, Volume 11233, Page 1307, of the Real Property Records of Travis County, Texas, Volume 11961, Page 0148, of the Real Property Records of Travis County, Texas and that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions The Estates Above Lost Creek, Phase I, recorded in Volume 12862, Page 1088, of the Real Property Records of Travis County, Texas (which are collectively referred to herein as the “Existing Declaration”); and

WHEREAS, Article Ten, Section 3 of the Existing Declaration provides that it can be amended or changed by written instrument duly recorded in the Travis County Real Property Records (which are currently designated as the Official Public Records of Travis County, Texas) and signed by not less than fifty-one percent (51%) of the then Owners of the Lots in the Subdivision; and

WHEREAS, Section 209.0041, Texas Property Code provides that the Existing Declaration may be amended only by a vote of sixty-seven percent (67%) of the total votes allocated to the Owners in addition to any governmental approval required by law and that if the Existing Declaration provides for a lower percentage, the lower percentage controls; and

WHEREAS, as certified below, this Second Amended and Restated Declaration has been approved by a vote of at least fifty-one percent (51%) of the total votes allocated to Owners and no government approval is required by law.

The Existing Declaration is hereby amended and restated in its entirety as follows:

NOW, THEREFORE, it is hereby declared (i) that all the Property shall be held, sold, conveyed and occupied subject to the following liens, easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and shall run with, the Property, shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each such party, and (ii) that each contract or deed which may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following liens, easements, covenants, conditions and restrictions regardless of whether or not the same are set forth or referred to in said contract or deed.

Article I

INTRODUCTION & GENERAL INFORMATION

Generally, this Declaration establishes various requirements and restrictions for houses and other buildings built on the Property, it restricts owners, tenants, and guests from certain activities, and it requires that every Owner pay Assessments in order pay for the costs of operating The Estates of Barton Creek Property Owners Association, Inc. and to maintain the common areas and facilities which that Association owns or maintains for the benefit of the Owners There are other agreements and documents which impose rules, regulations, conditions, and restrictions on the Property. These include, but are not limited to, the various Association documents described below (including by way of example, rules which may be adopted by the Architectural Review Committee and the Bylaws of the Association).

1.01 **Introduction**. The Introduction which is set forth above is for informational purposes only.

1.02 **Defined Terms**. When used in this Declaration, the following words and phrases shall have the meanings set forth below, unless the context otherwise specifies or requires.

A. ARC. "ARC" means the Architectural Review Committee created pursuant to this Declaration to review and approve plans for the construction of Improvements and alterations or additions to Improvements upon the Property, to require and administer deposits and make deductions from deposits without Board approval, and to report violations to the Association Manager and Board so the Manager and Board can proceed with enforcement of the Restrictions.

B. Articles. "Articles" means the Amended and Restated Articles of Incorporation of The Estates of Barton Creek Property Owners Association, Inc., filed in the office of the Secretary of State of the State of Texas on February 9, 1995 and as the same may be amended from time to time.

C. Assessment. "Assessment" or "Assessments" means such assessments as may be levied by the Association under the terms and provisions of this Declaration and includes assessments for Private Cul de Sacs.

D. Association. "Association" means The Estates of Barton Creek Property Owners Association, Inc., a Texas nonprofit corporation.

E. Association Property. "Association Property" means all real or personal property now or hereafter owned by the Association, including without limitation, all easement estates, licenses, leasehold estates and other interests of any kind, in and to real or personal property which are now or hereafter owned or held by the Association.

F. Board. "Board" means the Board of Directors of the Association.

G. Bylaws. "Bylaws" means the Bylaws of the Association adopted by the Board, as from time to time amended.

H. Common Area and Facilities. "Common Area and Facilities" and "Common Area" means Lots and other properties, conveyed to the Association along with any areas within public right-of-ways or easements that the Board deems necessary or appropriate to maintain for the common benefit of the Owners. Common Area and Facilities may be dedicated or otherwise conveyed to the Association from time to time and at any time with its acceptance subject to approval of the Board.

I. Declaration. "Declaration" means this instrument, as from time to time amended.

J. Improvement. "Improvement" or "improvement" means every structure and all appurtenances thereto of every type and land, including but not limited to buildings, outbuildings, storage sheds, patios, tennis courts, sports courts, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, poles, pumps, wells, tanks, septic systems, reservoirs, pipes, lines, meters, antennas, towers, and any facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

K. Lot. "Lot" means any parcel or parcels of land within the Property shown as a subdivided Lot on the Plat, together with all Improvements located thereon.

L. Member. "Member" means any Person holding membership rights in the Association.

M. Mortgage "Mortgage" means any mortgage or deed of trust covering any portion of the Property given to secure the payment of debt.

N. Mortgagee. "Mortgagee" means the owner and holder of a Mortgage.

O. Owner. "Owner" means any Person, holding a fee simple interest in any Lot.

P. Person. "Person" means any individual or entity having the legal right to hold title to real property, including governmental entities.

Q. Plans and Specifications. "Plans and Specifications" means the documents and information designed to guide or control the construction or erection of any Improvement, or alterations or additions to any Improvement, including indicating location, size, shape, configuration, materials, site plans, excavation foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans specifications on all building products and construction techniques, samples of exterior colors (including roof colors), plans for utility

services, and all other documentation relevant to such Improvement or alterations of or modifications to an Improvement.

R. Plat. "Plat" means collectively the subdivision plat for The Estates Above Lost Creek, a subdivision in Travis County, Texas, according to the map or plat recorded in Volume 81, Pages 286-294 of the Plat Records of Travis County, Texas, as amended as of the effective date of this Declaration and the subdivision plat for Lost Creek Estates, Phase 1-B, a subdivision in Travis County, Texas, according to the map or plat recorded in Volume 82, Pages 234-235 of the Plat Records of Travis County, Texas, as amended as of the effective date of this Declaration and the subdivision plat for The Estates Above Lost Creek, Section Two, a subdivision in Travis County, Texas, according to the map or plat recorded in Volume 88, Pages 359-360 of the Plat Records of Travis County, Texas, as amended as of the effective date of this Declaration.

S. Private Cul de Sac. "Private Cul de Sac" means any street or road within the Subdivision designated by the Plat, this Declaration or the Association as a private road and providing for limited access by the Owners of Lots located on such street or road and such Owners invitees.

T. Property. "Property" means real property described in the Plat, including all lots described therein.

U. Restrictions. "Restrictions" or "Restriction" means this Declaration, the Articles and Bylaws of the Association and any rules of the Association or the ARC, as from time to time amended.

V. Subdivision. "Subdivision" means the Property which includes all of the real property described in the Plat, which is now generally referred to as The Estates of Barton Creek.

Article II **DEVELOPMENT OF THE PROPERTY**

2.01 **Development Completed**. Development of the Property is completed.

Article III **ASSOCIATION**

3.01 **Organization**. The Association is a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers prescribed in its Articles and Bylaws, in this Declaration, and by applicable law.

3.02 **Membership**. Any Person upon becoming an Owner of a Lot automatically and concurrently shall become a Member of the Association. Membership shall be appurtenant to and shall run with the property interest which qualifies the Owner thereof for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with the title to such property interest.

3.03 **Voting Rights**. The right to cast votes and the number of votes which may be cast for election of the Board, and on all other matters to be voted on by the Members, shall be calculated as provided below.

(a) Each Lot within the Property shall have one (1) vote.

(b) Any property interest entitling its Owner to vote as a Member and which is held jointly or in common by more than one Owner shall require that such Owners designate, in writing to the Board, a single Owner who shall be entitled to cast such vote, and no other person shall be authorized to vote in behalf of such property interest. A copy of such written designation shall be filed with the Board before any such vote maybe cast, and, upon the failure of the Owners to file such designation, such vote shall neither be cast nor counted for any purpose whatsoever. Notwithstanding the foregoing, no written designation shall be required to vote for a spouse and the first vote cast by either spouse shall prevail over any subsequent vote cast for the same Lot.

3.04 **Duties of the Association**. Subject to and in accordance with this Declaration, the Association acting through the Board shall have and perform each of the following duties:

(a) accept, own, operate, and maintain all personal and real property conveyed to or leased by the Association ("Association Property"), and which is approved by the Board, together with all Improvements thereon and all appurtenances thereto;

(b) pay all real and personal property taxes and other taxes and assessments levied upon or with respect to the Association Property, to the extent that such taxes and assessments are not levied directly upon the Members; and the Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments;

(c) obtain and maintain, in effect any policies of insurance which, in the opinion of the Board, are reasonably necessary or appropriate to carry out the functions of the Association;

(d) make, establish, promulgate, and in its discretion amend or repeal and reenact, the Bylaws and such rules not in conflict with this Declaration as it deems proper, covering any and all aspects of its functions, including the use and occupancy of the Association Property;

(e) keep books and records of the Association's affairs and make such books and records, together with a current copy of this Declaration, available for inspection by the Owners upon request during normal business hours, subject to the Bylaws and the rules and policies of the Board adopted pursuant to Section 209.005, Texas Property Code and any applicable law; and

(f) carry out and enforce all duties of the Association set forth in this Declaration; and

(g) interact with the ARC, with the President of the Board approving its chairman and the chairman appointing members who shall be immediately qualified to serve on the ARC, subject to ratification by the Board, hearing appeals of ARC decisions including denials

of variances, requiring Board approval of any ARC rules and Architectural Guidelines, and having the power to remove any or all members of the ARC at any time for cause or without cause and for any reason.

3.05 Powers and Authority of the Association. The Association shall have the powers of a Texas nonprofit corporation, subject only to such limitations upon the exercise of such powers as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Association and the Board, acting on behalf of the Association, shall have the following power and authority at all times.

(a) The Association shall have the power and authority to levy Assessments in accordance with and as provided in this Declaration.

(b) The Association shall have the power and authority to enter at any time in an emergency (or in a non-emergency after twenty-four (24) hours written notice to the Owner of the affected Lot), without being liable to any Owner, upon any Lot for the purpose of enforcing this Declaration or maintaining or repairing any Lot or Improvement so as to conform with this Declaration, as more particularly provided in Section 5.02 of this Declaration.

(c) The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of an Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin any breach or threatened breach of, this Declaration. The Association is also authorized to settle claims, enforce liens, and take all such action as it may deem necessary or expedient to enforce this Declaration.

(d) The Association shall have the power and authority to grant and convey to any Person any Association Property and/or any interest therein, including fee title, leasehold estates, easements, rights-of-way, or Mortgages, out of, in, on, over, or under any of same for the purpose of constructing, erecting, operating, or maintaining thereon, therein, or thereunder:

- (i) roads, streets, walks, driveways, parking lots, and trails;
- (ii) lines, cables, wires, conduits, pipelines, or other devices for utility purposes;
- (iii) sewers, water systems, storm water drainage systems, water quality facilities, sprinkler systems, and pipelines; or
- (iv) any similar Improvements or facilities.

Nothing in this subparagraph (d) shall be construed to permit the use or occupancy of any Improvement or other facility in any way which would violate other provisions of this Declaration.

(e) The Association shall have the power and authority to retain and pay for the services of a manager to manage and operate the Association, including the Association Property,

to the extent deemed advisable by the Board. Additional personnel may be employed directly by the Association or may be furnished by the manager. To the extent permitted by law, the Association and the Board may delegate any duties, powers, and functions to the manager. The Members of the Association hereby release the Association and the members of the Board from liability for any omission or improper exercise by the manager of any such duty, power, or function so delegated. THE MEMBERS OF THE ASSOCIATION HEREBY AGREE TO RELEASE, INDEMNIFY, AND HOLD HARMLESS THE ASSOCIATION AND THE MEMBERS OF THE BOARD FROM LIABILITY FOR ANY OMISSION OR IMPROPER EXERCISE BY THE MANAGER OF ANY SUCH DUTY, POWER, OR FUNCTION SO DELEGATED.

(f) The Association shall have the power and authority:

(i) to retain and pay for legal, accounting, engineering, architectural and other professional consultant services necessary or proper in the operation of the Association;

(ii) to pay for water, sewer, garbage removal, landscaping, gardening, and all other utilities or services to and all maintenance of the Association Property, in accordance with this Declaration;

(iii) to obtain and pay for any other property and services and to pay any other taxes or assessments which the Association or the Board is required to secure or to pay for pursuant to applicable law or this Declaration;

(iv) to construct new Improvements or additions to the Association Property; and

(v) to enter into contracts with any Person, on such terms and provisions as the Board shall determine, and to acquire, own, and dispose of all manner of real and personal property, whether by grant, lease, gift, or otherwise; and

(vi) to borrow money and to mortgage, pledge or hypothecate any or all of the Association Property as security for money borrowed or debts incurred subject to the limitation set forth in this Declaration.

3.06 **Indemnity.** To the maximum extent permitted by Chapter 8, Subchapter C of the Texas Business Organizations Act (the "Act") (without regard, however, to Section 8.105 of the Act), the Association shall indemnify any person who is or was a director or officer of the Association against any and all judgments, penalties (including excise and similar taxes), fines, settlements and reasonable expenses actually incurred by such person in connection with a proceeding because of that person's service or status as a director or officer. Further, the Association shall pay or reimburse reasonable expenses incurred by a director or officer who was, is or is threatened to be made a party in a proceeding, in advance of the final disposition of the proceeding, to the maximum extent permitted by the Act; provided, however, that payment or reimbursement of expenses pursuant to the procedures set out in Section 8.104 of the Act may be conditioned upon a showing, satisfactory to the Board in its sole discretion, of the financial ability of the officer or director in question to make the repayment referred to in such Section. Further, the Association may indemnify, and may reimburse or advance expenses to or purchase and maintain

insurance or any other arrangement on behalf of, any person who is or was a director, officer, employee or agent of the Association, or who is or was serving at the request of the Association as a director, officer, committee member (including a member of the ARC), employee, agent or similar functionary of another corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise, in connection with any liability asserted against such person because of such service or status, to such further extent, consistent with the Act and other applicable law, as the Board may from time to time determine. The provisions of this Section shall not be deemed exclusive of any other rights to which any such person may be entitled under any bylaw, agreement, insurance policy, or otherwise. No amendment, modification or repeal of this Section shall in any manner terminate, reduce or impair the right of any person to be indemnified by the Association in accordance with the provisions of this Section as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

Article IV

ARCHITECTURAL REVIEW COMMITTEE

EACH OWNER ACKNOWLEDGES THAT THE ASSOCIATION HAS A
SUBSTANTIAL INTEREST IN ENSURING THAT IMPROVEMENTS
WITHIN THE PROPERTY MAINTAIN AND ENHANCE THE PROPERTY
VALUES OF THE COMMUNITY AND ITS MEMBERS

4.01 **Membership**. The Architectural Review Committee (ARC) shall consist of at least three and no more than five (5) individual voting members. Additional non-voting members are also permitted.

a) **Approval**. The President of the Board shall approve the chairman of the ARC and the chairman shall appoint members to the ARC who shall be immediately qualified to serve on the ARC, subject to ratification by the Board. The Board of Directors of the Association shall have the authority to remove and replace all members (whether voting or non-voting) of the ARC and the chairman of the ARC at any time for cause or without cause and for any reason.

(b) **Term**. Each member of the ARC shall hold office for three (3) years or until such time as he or she has resigned or has been removed or his or her successor has been appointed, as provided herein, whichever occurs first.

4.02 **Adoption of Rules**. The ARC may adopt such procedural and substantive rules, standards, policies and Architectural Guidelines, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties and for the orderly development of the Property, including but not limited to architectural, and landscaping guidelines, and other similar codes or guidelines as it may deem necessary and desirable. Such rules, standards, policies, procedures and Architectural Guidelines shall be effective only after approval by the Board of Directors of the Association and thereafter shall be binding and enforceable against each Owner in the same manner as any other Restriction. The ARC may also adopt a schedule of security and damage deposits, fees and costs required for review of submissions, including but not limited to requests for resubdivision approvals, variances and possible damage by the proposed construction. Such fees may include the costs incurred by the ARC or Association that relate to the submission

and such costs may include fees paid to consultants and attorneys. Such schedules of security and damage deposits, fees and costs must be approved by the Board of Directors of the Association and thereafter shall be binding and enforceable against each Owner in the same manner as any other Restriction. Nothing contained herein shall be deemed to affect any approval granted by the ARC in accordance with the terms of this Declaration prior to the amendment of such rules, standards, policies, procedures Architectural Guidelines or schedules of security and damage deposits, fees and costs. All deposits, fees and payments related to approvals and actions of the ARC shall be made payable to the Association and delivered to the Association's Manager or other designee as decided by the Board and all such deposits, fees and payments shall be the property of the Association, subject to the deposit agreements with the respective Owners.

4.03 Review of Proposed Construction. The ARC shall have the right whenever its approval is required under this Declaration to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts and information which in its sole discretion are relevant.

Except as otherwise provided herein, before commencement of any clearing of a Lot, tree removal, construction of any Improvement, or alteration or addition to an Improvement, on any portion of the Property, the Plans and Specifications for that Improvement, together with the applicable fees and applicable deposit, shall be submitted to and approved in writing by the ARC. There shall be no revisions made to the approved Plans and Specifications without first submitting the revised plans to the ARC and any applicable fees and deposits and receiving the ARC's written approval of the revision.

The ARC shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration, and perform such other duties assigned to it by this Declaration or from time to time by the Board, or delegate such duties to consultants and contractors approved by the Board, including without limitation, inspecting construction in progress to assure its conformance with Plans and Specifications approved by the ARC. The ARC may postpone its review until it receives any information which it deems necessary. The ARC shall have the authority to disapprove any proposal based upon this Declaration, and the decision of the ARC shall be final and binding (unless appealed to the Board of Directors as provided below) so long as it is made in good faith.

The ARC shall not be responsible for structural safety, engineering soundness, or conformance with building or other codes.

Any Person affected by a decision of the ARC may appeal such decision to the Board of Directors by filing a written appeal with the Secretary of the Board, or such other person as may be designated by the Board President from time to time. Such appeal must be filed no later than the 30th day after notice of the ARC decision has been provided to that affected Person. The Board shall hear all such appeals and the decision of the Board shall be final and binding.

Notwithstanding the foregoing, ARC approval shall not be required for clearing or removing trees from a Common Area or construction of any Improvement or alteration or addition to an Improvement which is in or constitutes Common Area and Facilities, provided the same are approved by the Board.

Also, notwithstanding any provision in this Second Amended and Restated Declaration to the contrary, any clearing of a Lot, tree removal, or construction of any Improvement or alteration or addition to an Improvement that was approved by the ARC prior to the recording of this Second Amended and Restated Declaration, or was completed prior to the recording of this Second Amended and Restated Declaration, shall be governed by the Restrictions in effect at the time of such approval or completion and not by the provisions of this Second Amended and Restated Declaration.

4.04 Variance. The ARC may grant variances from compliance with any provision or requirement of Article V of this Declaration and any rules or Architectural Guidelines of the ARC when, in its opinion and in its sole and absolute discretion, such variance will not impair or detract from the high quality development of the Property or is justified due to aesthetic considerations or unusual circumstances. The ARC has the power to enforce, or to grant variances with respect to this subsection, so long as the location of the Improvements will not conflict with the Plat or zoning ordinance or encroach upon any other Lot, utility easement, or public right-of-way or result in any building being located closer than ten feet (10') from the primary dwelling structure on another Lot. All variances must be evidenced by a written instrument in recordable form, and must be signed by a majority of the voting members of the ARC. The granting of a variance shall not operate to waive or amend any of the terms and provisions of this Declaration or rules or Architectural Guidelines applicable to the Lots for any purpose except as to the particular Lot and the particular matter covered by the variance, and such variance shall not be considered to establish a precedent, or a change or amendment of the terms and provisions hereof, or a future waiver of any similar matter. Any person who is denied a variance by the ARC may appeal such adverse decision to the Board in accordance with the procedures set forth in Section 4.03 above. The ARC does not have the authority to grant a variance for or to waive any setback, easement or other restriction that appears on an applicable duly recorded and valid plat and such setback, easement or other restriction may only be removed, vacated or changed by Travis County.

4.05 Actions of the ARC. The ARC, with prior approval of the Board of Directors of the Association and by resolution unanimously adopted by the ARC in writing, may designate any of its members or a consultant, contractor or agent acting on its behalf to take any action or perform any duties for and on behalf of the ARC. In the absence of such designation, the vote of a majority of all members, which may be taken without a meeting and which may be taken by any available electronic means, including email approvals, shall constitute an act of the ARC.

4.06 Duration of Approval. The approval of the ARC of any Plans and Specifications, whether by action or inaction, shall be valid for a period of ninety (90) days only, unless otherwise specifically stated in the approval. If the approved work or construction in accordance with such Plans and Specifications is not commenced within such ninety (90) day period and diligently prosecuted to completion thereafter, the Owner shall be required to resubmit such Plans and Specifications and any applicable fees or deposits to the ARC, and the ARC shall have the authority to re-evaluate such Plans and Specifications in accordance with this Section and may, in addition, consider any change in circumstances which may have occurred since the time of the original approval thereof. The construction of any single family residence on a Lot, and any construction or work on alterations or additions to an Improvement, pursuant to approved Plans and Specifications shall be completed within, nine (9) months after the Plans and Specifications have been approved by the ARC.

4.07 **Failure to Act.** If Plans and Specifications are submitted to the ARC in the manner required by this Declaration, and the ARC fails either to approve or reject such Plans and Specifications for a period of thirty (30) days after such submission, such Plans and Specifications shall be deemed approved. For purposes of the preceding sentence, Plans and Specifications shall not be deemed submitted until the date upon which the ARC has received any applicable fees and deposits and all information which the ARC requires to be submitted to it in connection with its review of Plans and Specifications (including any supplemental information which the ARC may request). In no event shall the ARC's failure to act upon a request for approval after the work or construction has commenced or a request for a variance within thirty (30) days (or any other time period) be deemed a consent to, or approval of such request. Variances may be approved only by a written document approved and signed as indicated in Section 4.04 above.

4.08 **No Waiver of Future Approvals.** The approval or consent of the ARC to any Plans and Specifications 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 or consent by the same or a different Person.

4.09 **Address.** Plans and Specifications shall be submitted to the ARC (c/o the property manager), or such other Person and at such address as designated by the ARC from time to time.

Article V

COVENANTS, CONDITIONS, AND RESTRICTIONS

All of the Property, and any right, title or interest therein, shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations, covenants, conditions, and restrictions.

5.01 **Construction of Improvements.** No clearing of Lots, removal of trees shall commence, and no Improvements shall be constructed upon any of the Property and no Improvements shall be altered without the prior written approval of the ARC, except that certain Improvements can be made or altered without prior ARC if so stated in the ARC Rules or Architectural Guidelines and so long as such Improvements are in compliance with the requirements of the ARC Rules or Architectural Guidelines. All improvements or alterations to existing structures on Lots with completed homes must also be approved by the ARC. These include but are not limited to: paint color changes, play structures, decks, fences, paving, patio covers, storage buildings, new garages, garage conversions, room additions, satellite dishes, exterior lighting, fireplaces, outdoor kitchens, pools and spas. If an Owner has a question as to whether their proposed projects or Improvements may need approval from the ARC or if they are in compliance with the Declaration, the Owner should contact the ARC through the Association's Manager prior to construction or installation.

5.02 **Repair and Maintenance of Improvements.** Each Owner shall keep all shrubs, trees, grass, and plantings of every kind on such Owner's Lot cultivated, pruned, free of trash, and other unsightly material. All Improvements upon any Lot shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner of such Lot. The Association, by and through the Board shall 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; to paint, repair, or otherwise maintain any Improvements in need thereof; to repair, maintain, and replace all front yard irrigation systems, and to charge the cost thereof to the Owner

of the Lot in the same manner as provided for the Assessments in Articles VI and VII of this Declaration.

5.03 General Use Restrictions and Covenants.

(a) Use. The Property shall be improved and used solely for single-family residential use, except as otherwise set forth in this Declaration. "Single-family" means a group of people related by blood, marriage or adoption and shall also include one unmarried couple per Lot and foster children and domestic servants.

(b) No Commercial Use. No professional, business, or commercial activity which the general public is invited shall be conducted on any Lot. Also, no business or activity shall be conducted on any Lot if such business or activity requires a government issued permit or license and for which inspections by governments or agencies may be required. Notwithstanding anything in this Section or the Declaration to the contrary, an Owner may conduct "discreet business activities" within a single family residence constructed upon a Lot so long as the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the residence; the business activity does not involve regular visitation by customers or suppliers, or door-to-door solicitation of residents of the Property; and the business activity is consistent with the residential character of the Property and does not violate any term or provision of this Declaration.

(c) Subdividing and Combining of Lots. No Lot shall be further divided, combined subdivided or amended by the Owner thereof, without the prior written approval of ARC and the Board which may also require payment of the deposits, fees and costs determined by the ARC and the Board to be appropriate in each such instance. After such approval, if a Lot is divided or subdivided such that a portion of such Lot will be outside of the Plat, then the portion of the Lot that is outside of the Plat shall remain subject to this Declaration, except that the owner of the portion of the Lot outside of the Plat shall not be a Member of the Association, shall not have a right to vote as a Member of the Association and shall not pay Assessments to the Association.

(d) Insurance Rates. Nothing shall be done or kept on the Property which would increase the customary rate of insurance or cause the cancellation of insurance on any Lot or any of the Improvements located thereon.

(e) Rubbish and Debris. No rubbish or debris of any kind (including weeds, brush or material of any nature deemed to be rubbish or debris) shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other portion of the Property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers, which containers shall be maintained in a clean and sanitary condition and kept appropriately screened from view..

(f) Noise or Nuisances. No exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any of the Property in a manner that is offensive or a nuisance to neighboring property. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants. No exterior lighting of any sort shall be installed or maintained on a Lot where the light

source is offensive or a nuisance to neighboring property (except any reasonable security, landscape, tennis court, or other lighting that has approval of the ARC).

(g) Hazardous Activities. No activities shall be conducted on the Property and no Improvements shall be constructed on the Property which are or might be unsafe or hazardous to people or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged in the Subdivision. No open fires are permitted. Interior fireplaces, barbecue units, outdoor fireplaces and fire pits that are properly designed and maintained shall be permitted. No firearms or explosives shall be kept or maintained on any Lot, other than firearms for the protection of an Owner's family and property and firearms for sporting or recreational purposes. No hunting, including hunting with bow and arrow, shall be permitted on any portion of the Property and no firearms of any type shall be discharged on any portion of the Property, unless necessary in order to protect an Owner's person, family or property.

(h) Mining and Drilling. No portion, of the Property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth. Water wells previously permitted by government agencies shall seek ARC approval for aesthetic reasons.

(i) Unightly Articles. No article deemed to be unsightly shall be permitted to remain on any portion of the Property so as to be visible from adjoining Lots or public or private thoroughfares. Without limiting the generality of the foregoing, graders, trucks other than pickups, tractors, wagons, buses, motorcycles, motor scooters, and garden maintenance equipment shall at all times, except when in actual use, be kept in enclosed structures or screened from view, and no repair or maintenance work shall be done on any of the foregoing or on any automobile (other than minor emergency repairs) except in enclosed garages or other structures. Service areas, storage areas, air conditioning units, compost piles, and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view; no facilities for hanging, drying or airing clothing or household fabrics shall be visible from any street or neighboring Lot. No lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse, or trash shall be kept, stored or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view. This provision shall not prohibit the storage of new building materials used in the construction or remodeling of Improvements on a Lot during the period of construction, so long as the construction progresses without unreasonable delay and in compliance with any applicable rules of the ARC.

(j) Parking. No inoperable automobiles or other vehicles may be parked on any Lot or roadway within the Property at any time. No vehicles may be parked on any roadway in the Property for more than twelve (12) consecutive hours. No vehicle may be parked at any time so as to block access to neighboring residences. All vehicles on a Lot must be parked on the driveway or in a garage. Notwithstanding the foregoing, boats and recreational vehicles may be parked on a Lot or on a roadway up to 48 hours to accommodate guests or loading or unloading.

(k) Mobile Homes. No mobile homes (except for mobile homes/trailers approved by the ARC for temporary use by home builders as sales or construction offices) shall be parked or placed on any portion of the Property at any time.

(l) Animals - Household Pets. No pigs, hogs, swine, chickens, poultry, fowl, wild animals, horses, cattle, sheep, goats, snakes or exotic animals may be kept, maintained or cared for

on any portion of the Property. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Property other than on the Lot of its Owner unless confined to a leash. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration on the Property and no kennels or breeding operation will be allowed. No animal shall be allowed to run at large and all animals shall be kept within enclosed areas which must be clean, sanitary and reasonably free of refuse, insects and waste at all times. Such enclosed area, if outside of the primary dwelling shall be constructed in accordance with plans approved by the ARC, shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof, and shall be screened so as not to be visible from any other portion of the Property. Pet droppings shall be picked up.

(m) Rentals. Nothing in this Declaration shall prevent the rental of any Lot and the Improvements thereon by the Owner thereof for Single Family residential purposes; provided that all rentals must be for the entire residence and Lot and for terms of at least six (6) months, except that leasebacks in connection with sale of a Lot may be for shorter duration. However, no "For Rent" or "For Lease" signs shall be allowed on the Property.

5.04 Restrictions on Houses

(a) Minimum Floor Area. The central air conditioned portion of the primary dwelling structure erected on any Lot shall have a floor area of not less than three thousand (3,000) square feet for any Lot, such area to be exclusive of all porches, garages and other rooms which are not central air conditioned with the main living quarters.

(b) Masonry Requirements. All new houses shall have an aggregate amount of at least seventy-five percent (75%) "Masonry Veneer as such term is defined in the then-current ARC Architectural Guidelines,

(i) Veneer is exclusive of area over roof not supported by Masonry Veneer below, roofs, eaves, dormer, soffits, windows, doors, gables, garage doors, decorative trim, and trim work.

(ii) With respect to new chimneys, if the chimney or fireplace is located on the side of the House, it shall be of Masonry Veneer construction.

(c) Garages. Interior walls of all garages must be finished (i.e., at a minimum, taped, bedded, and painted). Except with prior approval by the ARC, no garage shall be permitted to be used or enclosed for living purposes, but must be maintained for storage of automobiles and other vehicles and related purposes. If a garage space is converted with prior approval of the ARC, such Owner must maintain garage space in another location on the Lot sufficient to store not fewer than 2 and no more than 4 vehicles. All new garages must have garage doors constructed or faced with materials and colors approved in advance by the ARC. Except on corner Lots or cul de sac Lots, garage doors may not face toward the street. Carports are strictly prohibited.

All new driveways shall be constructed of pavers or concrete and shall be a minimum width of twelve feet and shall conform to all provisions of the ARC Guidelines.

(d) Roofing Materials. All new roofing materials and colors shall be approved by the ARC. Only one type of roofing material shall be used on a structure, unless otherwise

approved by the ARC. Replacement roofs must be equal to or better than the quality of roofing being replaced. The roof pitch and material incorporated into any roof, and any changes to existing roofs must be approved in advance by the ARC.

(e) Underground Utility Lines. No utility lines (including, but not limited to, wires or other devices for the communication or transmission of telephone or electric current or power, cable television or any other type of line or wire) shall be erected, placed, or maintained anywhere in or upon any portion of the Property unless they are contained in conduit or cables installed or maintained underground or concealed in, under, or on buildings or other Improvements as approved in writing by the ARC. Temporary power or telephone structures incident to the construction of buildings or other Improvements which have been previously approved in writing by the ARC are allowed.

(f) Landscaping. Landscaping which has been installed on any Lot shall be properly maintained at all times. Any clearing of a Lot or significant change to the landscape design on any portion of a Lot shall require pre-approval by the ARC. Examples of such changes are: adding/removing flower beds or trees. Changes or additions to live plants in existing flowerbeds shall not require ARC approval. The ARC has the authority to adopt additional landscape guidelines and rules regarding the Lot maintenance and lighting. No lighting shall be installed on any Lot without prior approval from the ARC.

(g) Construction Activities. Notwithstanding any provision herein to the contrary, this Declaration shall not be construed so as unreasonably to interfere with or prevent normal construction activities during the construction of Improvements or alterations or additions to an Improvement by an Owner upon any Lot within the Property. Specifically, no such construction activities shall 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 reasonable diligence and conforms to construction practices customary in the area, and complies with rules adopted by the ARC. In the event of any dispute regarding such matters, a temporary waiver of the applicable provision may be granted by the ARC, provided that such waiver shall be only for the reasonable period of such construction.

(h) Location of Improvements/Setbacks. No buildings or other Improvements, except for fences, shall be located on any Lot outside of the setback line shown on the Plat. In any event no building shall be located on any of the Lots nearer than fifty (50) feet from the front Lot line, or nearer than twenty-five (25) feet from any side Lot line, or nearer than fifty (50) feet from any rear Lot line. No building shall be located nearer than fifty (50) feet from any major thoroughfare or collector street. Notwithstanding the general guidelines herein set forth as to location of Improvements upon the Lot, it is the intent of this Declaration to establish the importance of locating the Improvements so as to preserve existing natural trees, vegetation and topography to the extent reasonable and practical. In addition all Improvements must comply with any setback or easement that appears on a duly approved and recorded plat that is still in effect. .

The front of a primary dwelling structure shall face the front of a similar structure across the street whenever feasible, and the ARC shall resolve any conflicts arising from this requirement and make the final determination with regard to the orientation of the front of Improvements upon any Lot.

(i) Air Conditioning. No window units are permitted on any portion of the Property. Compressors shall be screened from view of any street.

(j) Swimming Pools. Pre-fabricated above-ground swimming pools are expressly prohibited within the Property, except for movable children's wading pools no more than 18" deep. All other pools require prior approval of the ARC. All swimming pools must be contained within fenced enclosures in compliance with all governmental requirements and screened from street view.

(k) Sports Courts, Basketball Goals; Permanent and Portable. Sports Courts and basketball goals are allowed but must be approved by the ARC as to location, color and materials before installation or placement. All basketball goals must be properly maintained and painted, with nets in good repair. No basketball goal may be placed in a street at any time. All sports courts must be properly maintained and kept in good repair.

(l) Composite Building Site. Any Owner of one or more adjoining Lots may consolidate such Lots into one single-family residential building site, and may place or construct Improvements on such site with the prior written approval of the ARC. In cases of such consolidation of Lots, setback lines shall be measured from the two side Lot lines existing after consolidation, rather than from the Lot lines shown on the Plat. The Owner may not thereafter divide, modify or resubdivide the consolidated Lots without the prior written approval of the ARC. Such consolidation of Lots shall also be subject to the provisions in Section 5.03(c) above.

(m) Construction in Place. All dwellings constructed on the Property shall be built in place on the Lot. The use of prefabricated materials other than trusses and wall panels shall be allowed only with the prior written approval of the ARC.

(n) Unfinished Structures. No structure shall remain unfinished for more than two hundred seventy (270) days after construction has begun. A structure shall be deemed "unfinished" if all exterior and interior details are not completed and operational.

(o) Appeal of Decisions by the ARC. Determinations by the ARC made under this Section 5.04 may be appealed to the Board of Directors by filing a written appeal with the Secretary of the Board, or such other person as may be designated by the Board President from time to time. Such appeal must be filed no later than the 30th day after notice of the ARC decision has been provided to that affected Person. The Board shall hear all such appeals and the decision of the Board shall be final and binding.

5.05 Restrictions on Other Structures and Improvements.

(a) Towers and Antennas. No antenna, satellite dish or other device for the transmission or reception of television signals, radio signals or any other form of electromagnetic radiation which is visible from the exterior of any building shall be erected, used or maintained on any Lot except with the written approval of the ARC. Any permitted satellite dish or other such device as may be approved by the ARC shall be located to the rear of the roof ridge line, gable line or center line of the principal residential structure if attached to such structure and shall be located to the rear of the rear wall of the principal residential structure if it is a freestanding device. No such device shall be permitted to extend above the roof of the primary residential structure so as to

be visible from any street adjoining the Lot. The ARC shall have the authority to adopt rules and regulations otherwise in compliance with rules adopted by the Federal Communications Commission for the erection, use, screening, or placement of antennae and satellite dishes which are one (1) meter or less in diameter.

(b) Temporary Structures, Garage Apartments and Outbuildings. No tent, shack or other temporary building, improvement or structure, outbuilding or storage shed shall be placed, erected or permitted to remain upon the Property without the prior written approval of the ARC. However, temporary tents placed on a Lot and used for special occasions such as wedding or birthday celebrations are permitted and do not require ARC approval provided they are promptly removed after the event. No structure of a temporary character may be used at any time as a residence on the Property. The preceding sentences will not prohibit temporary structures necessary for storage of tools and equipment and for office space for architects, builders and foremen during actual construction (or in the event of repair), which may be maintained with the prior written approval of the ARC. The ARC's approval may be conditioned on specifications as to the nature, size, duration and location of such structure. Any permitted garage, guest house or servants quarters shall meet or exceed the masonry requirements set forth in Section 5.04 above. All structures described in this Section 5.05(b), at a minimum, shall be constructed of the same or substantially similar materials and colors as the main structure on the Lot (as determined by the ARC), and shall have roofs of the same color and weight as the main structure on the Lot.

(c) Fences. All fences must be approved by the ARC. No wood fences are permitted. For fence specifications and approved materials, refer to the ARC Architectural Guidelines.

(d) Signs. No sign of any kind shall be displayed to the public view on any Lot without the prior written approval of the ARC except for:

(1). one (1) sign placed on the Lot being advertised "For Sale." "For Rent" or "For Lease" signs are prohibited. The "For Sale" sign shall comply fully with the requirements adopted by the ARC as to size, materials and lettering. The intent of this requirement is to provide for uniform and attractive signing within the Property. The sign must be removed within two (2) business days following the sale of the Lot;

(2). one (1) small security service sign per Lot, provided that the sign has a maximum face area of two (2) square feet and is located no more than five (5) feet from the front elevation of the principal residence constructed upon the Lot;

(3) permits as may be required by legal proceedings;

(4) permits as may be required by any governmental entity;

(5) a "no soliciting" sign near or on the front door to the principal residence constructed upon the Owner's Lot, provided, that the sign not exceed twenty-five (25) square inches; and

(6) Political signs which comply with the following:

An Owner may display on the Owner's Lot one or more signs advertising a political candidate or a ballot item for election only during the period starting on the 90th day before the date of the election to which the sign relates and ending on the 10th day after that election date.

In addition, all political signs are hereby required to comply with the following restrictions, as permitted by §202.009, Texas Property Code:

- (i) All such signs must be ground-mounted.
- (ii) An Owner may display only one sign for each candidate or ballot item.
- (iii) Political signs may not contain roofing material, siding, paving materials, flora, balloons or lights, or any other similar building, landscaping, or non-standard decorative component.
- (iv) Political signs may not be attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object.
- (v) Political signs may not be painted on architectural surfaces, may not threaten the public health or safety, may not be larger than four-feet by six-feet, may not violate any law, may not contain language, graphics, or any display that would be offensive to the ordinary person and may not be accompanied by music or other sounds or by streamers or be otherwise distracting to motorists.”

(e) Tanks and Rain Water Harvesting Devices. The ARC must approve any tank used or proposed in connection with a single-family residential structure, including tanks for storage of fuel, or water, including swimming pool filter tanks and rain water storage containers. Oil and LPG tanks are prohibited except for LPG tanks used for outdoor grills. No elevated tanks of any kind shall be erected, placed or permitted on any Lot without the advance written approval of the ARC. All tanks shall be screened so as not to be visible from any other portion of the Property. The ARC must approve any rain barrel or rain water harvesting system and will adopt provisions regarding such items in the ARC Architectural Guidelines.

(f) Religious Items on Entry Doors. One or more religious items may be affixed to an entry door of a residence, provided such items do not in total exceed 25 square inches in size and do not contain any language, symbols or other display patently offensive to a passerby of ordinary sensibilities.

(g) Solar Energy Systems. All solar energy systems and solar collectors must be approved by the ARC.

(h) Flag Poles. One permanent flagpole per Lot may be permitted, provided it is no more than 25 feet in height, is constructed of high quality,

non-rusting materials harmonious with the principal dwelling, is located in a location approved by the ARC within setbacks, and is used solely to display the United States, Texas or U.S. armed forces branch flags, not to exceed 3' X 5' in size, and not illuminated except as approved by the ARC. Any halyard noise must also be mitigated to avoid disturbing neighbors. Notwithstanding the foregoing, the ARC may not prevent the installation of at least one flag pole per Lot that is not more than 25 feet in height and, subject to applicable zoning ordinances, easements and setbacks of record is located in the front yard of such Lot, or is attached to any portion of a residential structure owned by the Owner and not maintained by the Association.

(i) Exterior Lighting. All exterior lighting must be approved by the ARC prior to installation unless otherwise provided in the ARC Architectural Guidelines.

Article VI

OWNER'S COVENANT OF COMPLIANCE

6.01 **Covenant of Compliance**. Each Owner, his or her family, tenants, guests, invitees, and licensees of the Owner shall comply strictly with the provisions of this Declaration as from time to time amended. Owners are responsible for his or her family members, tenants, guests, invitees and licensees and the Owners shall be subject to the enforcement of the Restrictions against the Owner for violations of the Restrictions by such Persons.

6.02 **Restriction Violations**. Failure to comply with any of the Restrictions shall constitute a violation of this Declaration and is called a "Restriction Violation". If any Owner fails to cure such Restriction Violation within fifteen (15) days after receiving notice of the Restriction Violation, then the Association may pursue the rights and remedies granted and created by this Declaration and those available at law. The phrase "to cure such Restriction Violation" means the Owner complies fully with the Restrictions. Each Restriction Violation shall give rise to a cause of action to recover sums due for curing the same, actual and statutory damages, and injunctive relief, or any combination thereof. Any such action shall be maintainable by the Association, or by any Owner; provided, however, only the Association shall have the right to bring an action for the collection of any Assessments.

(a) Violation Assessments. The cost of curing any Restriction Violation and any attorney's fees, court costs, expenses of litigation, if incurred by the Association whether the matter proceeds to suit or not, shall be a "Violation Assessment" against the Lot and the Owner and shall automatically become a part of the Assessments and secured by the lien for the Assessments which is established by this Declaration. Such lien shall have the same attributes as the liens for Assessments set forth herein, which provisions are incorporated herein by reference, including but not limited to the right of foreclosure and sale. Prior to assessing a Violation Assessment, the Association shall comply with the notice and hearing requirements of Chapter 209, Texas Property Code and any other applicable law.

(b) Association's Right to Cure. If an Owner who has committed a Restriction Violation does not cure it within such period as is required by Chapter 209, Texas Property Code or any other applicable law, then Association shall have the right and power to enter onto the Lot and correct the failure without any liability for damages for wrongful entry, trespass or otherwise

to any Person. The Owner of the Lot on which such curative work is performed shall be liable for the cost of such work and shall promptly reimburse the Association for such cost. If the Owner fails to reimburse the Association within ten (10) days after receipt of a statement for such work from the Association, then said indebtedness shall be a personal debt of such Owner, shall be a Violation Assessment, and shall be secured by a lien against the Lot on which said work was performed. Such lien shall have the same attributes as the liens for Assessments set forth herein, which provisions are incorporated herein by reference, and the Association shall have identical powers and rights in all respects, including but not limited to the right of foreclosure. The Association, by and through its Board shall have the right to designate any Person as its agent for purposes of delivering any notice, performing any action, or otherwise enforcing each Owner's obligations in the manner described herein, in which event the agent shall have the same rights as are granted to the Association under this Section 6.02.

6.03 **No Warranty of Enforceability.** While there is no reason to believe that any of the covenants, terms or provisions of this Declaration are or may be invalid or unenforceable for any reason or to any extent, the Association makes no warranty or representation as to the present or future validity or enforceability of any such covenant, term or provision. Any Owner acquiring a Lot in reliance on one or more of such covenants, terms or provisions shall assume all risks of the validity and enforceability thereof, and by acquiring such Lot agrees to hold the Association harmless therefrom.

Article VII

FUNDS AND ASSESSMENTS

7.01 **Assessments.** For each Lot closed, each new Owner shall be subject to an initial assessment of \$500 in addition to the regular Assessments set forth in Section 7.03 below and a transfer fee in the amount of \$250, both payable to the Association. Assessments established pursuant to this Declaration shall be levied on a uniform basis against each Lot within the Property for the purpose of enforcing these restrictions, maintaining Association Property, and maintaining, other property as the Board may determine. If Lots have been or are combined into one homesite, each Lot so combined shall be considered a Lot for purposes of Assessments (so that if two Lots have been or are combined into one homesite, when the homesite is occupied, the Owner thereof shall be treated as Owning two Lots). Where the obligation to pay an Assessment first arises after the commencement of the year or other period for which the Assessment was levied, the Assessment shall be prorated as of the date when said obligation first arose in proportion to the amount of the Assessment year or other period remaining after said date.

7.02 **Operating Fund.** The Board shall establish an operating fund into which shall be deposited all monies paid to the Association and from which disbursements shall be made in performing the functions of the Association under this Declaration. The funds of the Association shall be used solely for purposes authorized by this Declaration.

7.03 **Regular Annual Assessments.** The Board shall set the regular Assessments. The Board shall establish a budget for the Association and may levy Assessments based on that budget against all Lots. Each fiscal year, the Board shall estimate the net expenses of the Association for such fiscal year, which shall be (i) the expenses to be incurred by the Association during such year in performing its functions under the Restrictions, including but not limited to the cost of all duties required and activities authorized herein of the Association, the Board, and the ARC, and a reasonable provision for contingencies and appropriate replacement reserves, less (ii) any

expected income and any surplus from the prior year's operating fund. Assessments sufficient to pay such estimated net expenses shall then be levied as provided herein, and the Assessments so levied by the Board shall be final and binding so long as it is made in good faith.

In no event, however, may the Board increase an annual Assessment to an amount in excess of 1.05 times the prior Annual Regular Assessment without the approval of at least a majority of those Members voting in person, by proxy or by absentee with at least a quorum of Members voting. Each Owner shall be given written notice of the amount of each annual regular Assessment at least thirty (30) days prior to the date such annual regular Assessment is due and payable. All such regular annual Assessments shall be due and payable to the Association, at the discretion of the Board, either in one (1) payment at the beginning of the fiscal year or in twelve (12) monthly payments equal to 1/12th of the total annual Assessment, or at such time and in such other manner as the Board may from time to time designate. The Bylaws shall set forth requirements for quorums of Members and eligibility to vote.

7.04 Special Assessments. In addition to the regular annual Assessments provided herein, the Board may levy special Assessments applicable to the year when they are levied, whenever in the Board's opinion such special Assessments are necessary to enable the Board to carry out the functions of the Association under the Restrictions, including the costs of any construction, reconstruction, repair, or replacement of a capital Improvement upon Association Property. The amount of any special Assessments shall be at the reasonable discretion of the Board, however, the Board may not levy any special Assessment without the approval of at least two-thirds (2/3rds) of those Members voting in person, by proxy or by absentee with at least a quorum of Members voting. Each Owner shall be given written notice of the amount of any special Assessment at least thirty (30) days prior to the date such special Assessment is due and payable. All such special Assessments shall be due and payable to the Association at such time and in such other manner as the Board may designate, in its sole and absolute discretion.

7.05 Assessments for Private Cul de Sacs. In addition to the foregoing assessments, each Owner of a Lot located on a street or road now or hereafter designated as a Private Cul de Sac shall pay to the Association an annual Private Cul de Sac Assessment for the purposes herein specified for expenditures related to construction, installation or repair of security devices (including gates) and roadways, as well as utilities and maintenance expenses and to establish a reserve fund for each Private Cul de Sac. The annual Private Cul de Sac Assessments shall be set by the Board, however, in no event, may the Board increase an annual Private Cul de Sac Assessment by more than ten percent (10%) over the previous year's annual Private Cul de Sac Assessment without the approval of at least two-thirds (2/3rds) of the Owners in such Private Cul de Sac. Emergency Private Cul de Sac Assessments shall not be subject to such limitation. If the Board determines that an emergency exists within a Private Cul de Sac and there are insufficient funds available that are dedicated to such Private Cul de Sac to make the repairs required by such emergency, the Board may pay for such emergency with available Association funds and charge an Emergency Private Cul de Sac Assessment to the Owners in the affected Private Cul de Sac. The Board may set the amount and due date for any such Emergency Private Cul de Sac Assessments in its sole discretion, without Member approval. When such Emergency Private Cul de Sac Assessments are collected, they will be used to reimburse the Operating Fund and such amounts shall be used by the Association as determined by the Board.

7.06 Owner's Personal Obligation for Payment of Assessments. The Initial Assessments, transfer fees, regular and special Assessments, the annual Private Cul de Sac

Assessments and Emergency Private Cul de Sac Assessments (collectively "Assessments") provided for herein shall be the personal and individual debt of the Owner as of the date of levy of the Lot subject to each such Assessment, and no Owner shall be exempt from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Lot subject thereto shall be obligated to pay all costs and expenses of collection including reasonable attorneys' fees. In the event that payment of any such Assessment has not been made on or before the due date set by the Board, the Owner of the Lot will also be subject thereto and shall be obligated to pay late fees for delinquent payment of Assessments in the amount of \$25.00 per month so long as the account is delinquent. The Board shall have the right to adjust the amount of this late fee to such amount as the Board may from time to time deem appropriate.

7.07 Exempt Property. All portions of the Property dedicated to, and accepted by, a local public authority are exempt from Assessments. Notwithstanding the foregoing, no land or Improvements devoted to dwelling use shall be exempt from said Assessments.

7.08 Assessment Lien. All Assessments provided for herein which are not paid when due, together with interest, late fees and collection costs, attorneys' fees, and expenses as herein provided, shall, be secured by a continuing lien and charge in favor of the Association on the Lot subject to such Assessment and any Improvements thereon, which shall bind such Lot and Improvements and the Owner thereof and such Owner's heirs, devisees, personal representatives, successors or assigns. The obligation to pay Assessments hereunder is part of the purchase price of each Lot when sold to an Owner, and an express vendor's lien is hereby retained to secure the payment thereof and is hereby transferred and assigned to the Association. EACH OWNER HEREBY GRANTS A SECURITY INTEREST TO THE ASSOCIATION IN THE OWNER'S LOT IN ORDER TO SECURE ALL ASSESSMENTS. ADDITIONALLY, A LIEN WITH A POWER OF SALE IS HEREBY GRANTED AND CONVEYED TO THE ASSOCIATION TO SECURE THE PAYMENT OF SUCH ASSESSMENTS. Such liens shall be superior to all other liens and charges against such Lot, except only for tax liens and the lien of any First Mortgage of record and securing sums borrowed for the acquisition or improvement of such Lot. The Board in its sole discretion may subordinate its Assessment liens to any other lien, and any such subordination shall be signed by an officer of the Association.

(a) **Notice of Assessment Lien.** To evidence any Assessment liens hereunder, the Association may prepare a written Notice of Assessment Lien setting forth the amount of the unpaid Assessments, the name of the Owner of the Lot subject to such Assessments and a description of such Lot, which shall be signed by an officer of the Association and may be recorded in the Official Public Records of Travis County, Texas.

(b) **Mortgagee.** Upon the written request of any Mortgagee, the Association shall report to such Mortgagee any Assessments then unpaid with respect to any Lot on which such Mortgagee holds a Mortgage. The Association may provide notice to any Mortgagee of the Owner's default in the payment of Assessments.

7.09 Foreclosure.

(a) **Power of Sale & Non-Judicial Foreclosure.** EACH OWNER, BY ACCEPTANCE OF A DEED TO HIS OR HER LOT, HEREBY EXPRESSLY RECOGNIZES THE EXISTENCE OF THE LIEN FOR ASSESSMENTS AS BEING PRIOR TO HIS OR HER OWNERSHIP OF SUCH LOT AND HEREBY VESTS IN THE BOARD THE RIGHT AND

POWER TO BRING ALL ACTIONS AGAINST SUCH OWNER OR OWNERS PERSONALLY FOR THE COLLECTION OF SUCH UNPAID ASSESSMENTS AND OTHER SUMS DUE HEREUNDER AS A DEBT, AND TO ENFORCE THE AFORESAID LIEN BY ALL METHODS AVAILABLE FOR THE ENFORCEMENT OF SUCH LIENS, BOTH JUDICIALLY AND BY NON-JUDICIAL FORECLOSURE PURSUANT TO TEXAS PROPERTY CODE § 51.002 (AS SAME MAY BE AMENDED OR REVISED FROM TIME TO TIME HEREAFTER) AND IN ADDITION TO AND IN CONNECTION THEREWITH, BY ACCEPTANCE OF THE DEED TO HIS LOT, EXPRESSLY GRANTS, BARGAINS, SELLS AND CONVEYS TO THE PRESIDENT OF THE ASSOCIATION FROM TIME TO TIME SERVING, AS TRUSTEE (AND TO ANY SUBSTITUTE OR SUCCESSOR TRUSTEE) SUCH OWNER'S LOT, AND ALL RIGHTS APPURTENANT THERETO, IN TRUST WITH POWER OF SALE, FOR THE PURPOSE OF SECURING THE AFORESAID ASSESSMENT, AND OTHER SUMS DUE HEREUNDER REMAINING UNPAID HEREUNDER BY SUCH OWNER FROM TIME TO TIME. The trustee herein designated may be changed any time and from time to time by execution of an instrument in writing signed by the President or Vice President of the Association and attested to by the Secretary of the Association and filed in the Office of the County Clerk of Travis, Texas.

(b) Foreclosure Procedure. In the event of the election by the Board to foreclose the liens herein provided for nonpayment of sums secured to be paid by such lien, then it shall be the duty of the Board to comply with the Texas Residential Property Owner's Protection Act (TEXAS PROPERTY CODE Chapter 209), and its successor provisions); and it shall be the duty of the trustee, or his successor, as hereinabove provided, at the request of the Board (which request shall be presumed) to enforce this trust and to sell such Lot, and all rights appurtenant thereto, at the location designated for foreclosure sales at the County Courthouse of Travis County, Texas, on the first Tuesday in any month between the hours of 10:00 a.m. and 4:00 p.m. to the highest bidder for cash at public venue after the trustee and the Board, respectively, shall have given notice of the proposed sale in the manner hereinafter set forth and to make due conveyance to purchaser or purchasers, by trustee's deed without warranty of title to such purchaser or purchasers binding upon the Owner or Owners of such Lot and his heirs, executors, administrators and successors. The trustee shall give notice of such proposed sale by posting a written notice of time, place and terms of the sale for at least twenty-one (21) consecutive days preceding the date of sale at the Courthouse of Travis County, Texas, and, in addition, the Board shall serve written notice at least twenty-one (21) days preceding the date of sale or the proposed sale by certified mail on each of such Owner or Owners according to the records of the Association. Service of such notice shall be completed upon deposit of the notice, enclosed in a postpaid wrapper, properly addressed to such Owner or Owners at the most recent address as shown by the records of the Association, in a post office or official depository under the care and custody of the United States Postal Service. The affidavit of any person having knowledge of the facts to the effect that such service was completed shall be prima facie evidence of the fact of such service.

(c) Association's Right to Bid Credit. At any foreclosure sale, judicial or non-judicial, the Association shall be entitled to bid up to the amount of the sum secured by its lien, together with costs, trustee fees and attorneys' fees, and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed. From and after any such foreclosure, the occupants of such Lot shall be required to pay a reasonable rent for the use of such Lot and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure shall be entitled to the appointment of a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of such Lot by forcible detainer without further notice.

(d) Texas Property Code § 51.002. It is the intent of the provisions of this Section to comply with the provisions of Texas Property Code § 51.002, relating to non-judicial sales by power of sale and, in the event of the amendment of said § 51.002 hereafter, which amendment is applicable hereto, the President of the Association., acting without joinder of any other Owner or Mortgagee or other person may, by amendment to this Declaration filed in the Office of the County Clerk of Travis County, Texas, amend the provisions hereof so as to comply with said amendments to § 51.002.

Article VIII

PRIVATE CUL DE SACS AND EASEMENTS

8.01 Private Cul de Sacs. The following streets are hereby designated as Private Cul de Sacs: Hickory Creek Drive (including the following branch streets: Fleece Flower Cove, Clumpgrass Cove, Hickory Creek Cove, Sweet Gum Cove and Desert Willow Cove), Winding Creek East (including the following branch streets: Smoketree Cove and Bluecreek Cove) and Winding Creek West (including the following branch streets: Lacevine Lane, Winding Creek Cove and Wintercreeper Cove). The Board may designate other streets or roads in the Subdivision as Private Cul de Sacs, with the affirmative vote of all Owners of all Lots on the street or road to be so designated. The Owners of Lots located on a street or road designated as a Private Cul de Sac shall be subject to annual Private Cul de Sac Assessments and Emergency Private Cul de Sac Assessments as described in Section 7.05 of this Declaration.

8.02 Reserved Easements. All dedications, limitations, restrictions, and reservations shown on the Plat and all grants and dedications of easements, rights-of-way, restrictions, and related rights, made prior to the Property becoming subject to this Declaration are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth herein and shall be construed as being adopted in each and every contract, deed, or conveyance executed or to be executed conveying any part of the Property.

8.03 Drainage Easements. Each Owner covenants to provide easements for drainage and water flow, as contours of land and the arrangement of Improvements approved by the ARC thereon, require. Each Owner further covenants not to disturb or displace any trees or other vegetation within the drainage easements as defined in this Declaration and shown on the Plat. There shall be no construction of Improvements, temporary or permanent, in any drainage easement, except as approved in writing by the ARC. If such construction is to be within a platted drainage easement, the Owner must also obtain approval of Travis County which may include vacation of the drainage easement.

8.04 Surface Areas. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns, or flowers so long as it does not interfere with the purposes for which the easements are intended, and the easement areas on each Lot shall be maintained continuously by the Owner of the Lot, except for improvements for which a public utility or public authority is responsible. However, no supplier of any utility service using any easement area shall be liable to any Owner or to the Association for any damage done by them or either of them, or their respective agents, employees, servants, or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation, or repair

of any facility in any such easement area.

8.05 **Common Area and Facilities**. Each Owner shall have a non-exclusive easement for use and enjoyment in and to all Common Area and Facilities, which shall be appurtenant to and shall pass with title to such Owner's Lot, subject to the following provisions:

(a) The right of the Association to suspend the Owner's right to use the Common Area and Facilities for any period during which an Assessment against such Owner's Lot remains unpaid, and for any period during which the Owner is in violation of the rules and regulations of the Association;

(b) The right of the Association to dedicate or transfer all or any part of the Common Area and Facilities to any public agency, authority or utility for such purposes and subject to such conditions as may be approved by a two-thirds vote of the Members who are voting in person or by proxy at a meeting duly called for such purpose, with the same quorum as required for Special Assessments as set forth in the Bylaws.

(c) The right of the Association to borrow money for the purpose of improving the Common Area and Facilities and, in furtherance thereof, mortgage the Common Area and Facilities, all in accordance with the Articles and Bylaws;

(d) The right of the Association to promulgate reasonable rules and regulations regarding use of the Common Area and Facilities; and

(e) The right of the Association to contract for services with third parties on such terms as the Association may determine.

Article IX

TERM, AMENDMENTS, & EXEMPTIONS

9.01 **Term**. This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until January 1, 2026, unless amended as herein provided. After January 1, 2026, this Declaration, including all such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished as set forth in Section 9.02 below.

9.02 **Amendment/Extinguishment**. This Declaration may be amended or extinguished by the recording in the Official Public Records of Travis County, Texas of an instrument executed and acknowledged by the President and Secretary of the Association, setting forth the amendment or extinguishment and certifying that such amendment or extinguishment was approved by a vote of at least fifty-one percent (51%) of the total votes allocated to Owners, and that no government approval was required by law, or that if required, the applicable government approval was obtained.

Article X
GENERAL DISCLOSURES AND NOTICES

10.01 **Construction Matters.** Construction activities will occur within and around the Property and such activities will create noise, dust, traffic disruption and general inconvenience to the residents within the Property.

10.02 **Storm Water Drainage.** Each Owner is responsible for complying with all governmental and/or regulatory requirements which may apply with respect to the drainage or detention of storm water within such Owner's Lot. The Association expressly disclaims any responsibility, representation or warranty with respect to the drainage and/or detention of storm water within any Lot.

Article XI
MISCELLANEOUS

11.01 **Notices.** Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally, by mail, or by personal delivery, including affixing the notice to the front door of the Owner's residence. If delivery is made by mail, it shall be deemed to have been delivered on the second (2nd) day (other than a Sunday or legal holiday) after deposit in the United States mail, postage prepaid, addressed to the Owner at the address given by such Owner to the Association for the purpose of service of notices (if no address is provided by the Owner, then notice shall be proper at the Owner's Lot). Such address may be changed from time to time by notice in writing given by such Owner to the Association.

11.02 **Interpretation.** The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the terms and provisions set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

11.03 **Nonliability of ARC and Board Members.** Neither the ARC, nor any member thereof, nor the Board, nor any member thereof, shall be liable to the Association or to any Owner or to any other person for any loss, damage, or injury arising out of their being in any way connected with the performance of the ARC's or the Board's respective duties under this Declaration unless due to the willful misconduct or bad faith of the ARC or its member or the Board or its member, as the case may be.

11.04 **Enforcement and Nonwaiver.** Except as otherwise provided herein, any Owner at such Owner's expense, and/or the Association, shall have the right to enforce any and all provisions of this Declaration. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision. The failure to enforce any such provision at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other such provision.

11.05 **Mediation.** In the event of any dispute, controversy, or claim which arises from, relates to, or is connected with the Restrictions or any actions by the Board or the ARC and which is between or among any Owner, or any person claiming by, through, or under an Owner,

including without limitation any permitted tenant or lessee (each, an "Owner Party") and the Association, the Board, or the ARC, or any officer, member, or representative of any one or more of the foregoing (each, an "Association Party") the parties to such dispute agree to negotiate in good faith in an effort to resolve any such If the dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to litigation and a mutually acceptable mediator shall be chosen by the parties to the dispute who shall share the cost of mediation services equally. Nothing in this Declaration shall be deemed to limit the right of the Association Party (A) to exercise self-help remedies, or (B) file suit to collect Assessments and related fees or damage assessments or fines or to foreclose against any real property subject to a lien granted or created by this Declaration in accordance with applicable law, or (C) to obtain from a court provisional or ancillary remedies such as (but not limited to) injunctive relief in accordance with applicable law. Nothing herein shall require mediation prior to any judicial or non-judicial foreclosure of an Assessment lien under Section 7.08.

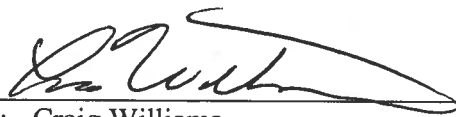
11.06 **General.**

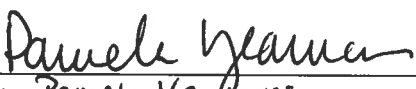
(a) The provisions of this Declaration shall be deemed independent and severable. The invalidity or partial invalidity of any provision or portion of any such documents shall not affect the validity or enforceability of any other provision or portion thereof.

(b) Unless the context requires a contrary construction, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

(c) All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect the text of the paragraphs, sections and articles hereof.

By their signatures below, the President of the Board of Directors of the Association and the Secretary of the Board of Directors of the Association certify that this Second Amended and Restated Declaration was approved by a vote of at least fifty-one percent (51%) of the total votes allocated to Owners, and no government approval was required by law. Such vote by the Owners as certified by the Association's CPA on December 1, 2014 resulted in 115 votes in favor of this Second Amended and Restated Declaration.

By: 
Name: Craig Williams
President, Board of Directors,
The Estates of Barton Creek Property Owners Association, Inc.

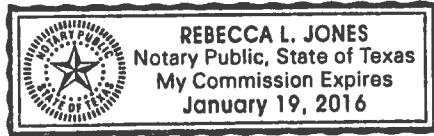
By: 
Name: Pamela Yeaman
Secretary, Board of Directors
The Estates of Barton Creek Property Owners Association, Inc.

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on Dec 5 2, 2014,
by Craig Williams, as President of the Board of Directors of The Estates of Barton Creek Property
Owners Association, Inc., a Texas nonprofit corporation

[SEAL]



Rebecca Jones
Notary Public, State of Texas
Rebecca Jones
Typed or Printed Name
My Commission Expires: 01.19.16

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on Dec 5, 2014,
by Dawela Lyman, as Secretary of the Board of Directors of The Estates of Barton
Creek Property Owners Association, Inc., a Texas nonprofit corporation.

[SEAL]



Rebecca Jones
Notary Public, State of Texas
Rebecca Jones
Typed or Printed Name
My Commission Expires: 01.19.16

AFTER RECORDING RETURN TO:

Bill Flickinger
Willatt & Flickinger
Attorneys at Law
2001 North Lamar
Austin, Texas 78705

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Dec 31, 2014 12:32 PM 2014194072

PEREZTA: \$150.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS