

**FOURTH AMENDED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
OAK VISTA RANCH SUBDIVISION REVISED, LAMPASAS, TEXAS**

**STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF LAMPASAS §**

THIS DECLARATION is made by CR3430 LP, a Texas limited partnership (hereinafter referred to as "Declarant"). This recorded instrument is intended to amend and replace the documents recorded on: (a) October 17, 2006 in Vol 426/588-619, Deed Records, Lampasas County, Texas and (b) February 15, 2007 in Vol 430/254-286, Deed Records, Lampasas County, Texas and on c) May 8, 2007 in Vol 432/884-914 . The recording of this document renders the prior documents null and void.

WITNESSETH:

WHEREAS, Declarant is the owner of the real property referred to in Article II hereof (the "Property") and desires to create thereon a coordinated plan for the management, improvement, development and sale of the Property which will allow for the principal use of wildlife management and for the limited development of a residential community with landscaping, streets, common lighting, fencing, and other common improvements for the benefit of the community; and

WHEREAS, Declarant desires to provide for, among other matters, the management of wildlife and the preservation of the values and amenities in said community and for the maintenance of said security gate, landscaping, streets, lighting, fencing, and other common improvements; and, to this end, desires to subject the real property referred to in Article II to the covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of said Property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community, to create an entity to which would be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has caused a non-profit corporation, known as Oak Vista Ranch Property Owners Association, Inc., to be incorporated under the laws of the State of Texas for the purposes of effecting the intents and objectives herein set forth.

NOW, THEREFORE, Declarant declares that the real property referred to in Article II is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions,

restrictions, easements, charges, and liens (sometimes referred to herein as the "Covenants and Restrictions") hereinafter set forth. The primary purpose of these covenants, conditions and restrictions is to ensure that the Property will be actively and principally used to propagate a sustaining, breeding, migrating, or wintering population of indigenous wild animals for human use, including food, medicine, or recreation. The secondary purpose of these covenants, conditions and restrictions is to protect the value and desirability of the Property.

ARTICLE I: DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall otherwise prohibit) shall have the following meanings:

"Association" shall mean and refer to the Oak Vista Ranch Property Owners Association, Inc., a Texas non-profit corporation, which will have the power, duty, and responsibility of maintaining and administering the Common Areas, and collecting and disbursing the assessments and charges hereinafter prescribed, and have the right to administer and enforce the Covenants and Restrictions.

"Building Envelope" shall mean that portion of each Lot used primarily for residential use. Each Lot shall have one Building Envelope, which shall be polygonal in its configuration.

"Common Areas" shall mean and refer to those certain streets, security gates, landscaping improvements, plantings, fencing, lighting, sprinkler systems, and easements, among other amenities, as are more particularly described on "Exhibit B" attached hereto and made a part hereof for all purposes, all of which are intended to be devoted to the common use and enjoyment of the Members of the Association, together with any and all improvements that are now or may hereafter be constructed thereon. In certain circumstances, the Common Areas may not be owned by the Declarant or the Association in fee, but may, in some instances, be held as an easement, be leased or may simply be areas of land that are not owned or leased by the Declarant or the Association but which are maintained by the Association or the Declarant for the use and benefit of the Members of the Property. An example of areas which are not owned or leased by the Association or Declarant but which constitute a portion of the Common Areas would be landscaped areas appurtenant to and within public rights-of-way and the riding trail easements identified and show on "Exhibit B."

"Declarant" shall mean and refer to CR3430 LP, a Texas limited partnership, and the successors and assigns (if any) of such limited partnership, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purposes of development. No person or entity purchasing one or more Lots from the Declarant in the ordinary course of business shall be considered as "Declarant."

“Improvement” shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, storage sheds, barns, livestock corrals, driveways, patios, tennis courts, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs decks, landscaping poles, signs exterior air conditioning, tanks, pipes, lines, meters, antennas, and other facilities used in connections with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

"Lot" shall mean and refer to any plot or tract of land shown upon the Plat of the Property, as amended from time to time, which is designated as a lot therein and which is or will be improved with a residential dwelling. Each Lot shall include within its respective boundaries one or more easements, as more specifically described in “Exhibit B,” which easement area constitutes part of the Common Areas defined herein. The Owners shall own record fee title to that portion of such easement area located within their respective Lots; however, such areas shall be considered part of the Common Areas and shall be subject to the easements and other rights applicable thereto for the benefit of the public, local government authorities, utilities and the Members of the Association pursuant to the Plat and this Declaration. The primary purpose of the Lot shall be for wildlife management, with the exception of the Building Envelope.

"Member" shall mean and refer to each Owner as provided herein in Article III.

"Owner" shall mean and refer to every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to this Declaration.

“Private Drive” shall mean and refer to the roadway on each Lot that connects to the Private Road (Paseo Robles) as approved by the Architectural Control Committee.

“Private Road” shall mean and refer to Paseo Robles.

"Property" shall mean and refer to the real property subject to this Declaration as more particularly described in Article II.

ARTICLE II: PROPERTY SUBJECT TO THIS DECLARATION

The Property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Lampasas County, State of Texas, and is more particularly described in "Exhibit A" attached hereto and incorporated herein by reference for all purposes.

ARTICLE III: MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

3.01 Membership. Every Owner of a Lot shall automatically be a Member of the Association.

3.02 Classes of Membership. The Association shall have two classes of membership:

CLASS A. Class A Members shall be all Members with the exception of Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot.

CLASS B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to ten (10) votes for each Lot in which Declarant holds the interest required for membership. The Class B membership shall cease upon the earlier to occur of the following:

- (i) when Declarant no longer owns record title to any of the Lots; or
- (ii) written notice from Declarant that it no longer desires Class B status. Notwithstanding the voting rights within the Association, until the Declarant no longer owns record title to any Lot, the Association shall take no action with respect to any matter whatsoever without the consent and approval of the Declarant.

3.03 Quorum, Notice, and Voting Requirements.

(a) The presence at any meeting of the Association, in person or by proxy, of Members entitled to cast a majority of all of the votes of the Association, regardless of class, shall constitute the quorum required for any action to be taken by the Members of the Association.

(b) Unless otherwise specifically set forth in this Declaration, notice, voting, and quorum requirements for all action to be taken by the Association (as an incorporated entity) shall be consistent with its Articles of Incorporation and Bylaws, as same may be amended from time to time.

**ARTICLE IV:
GENERAL POWERS AND DUTIES
OF BOARD OF DIRECTORS OF THE ASSOCIATION**

4.01 Powers and Duties. The affairs of the Association shall be conducted by its Board of Directors. Prior to the incorporation of the Association, the Declarant shall select and appoint the Board of Directors, each of whom shall be a Class A or Class B Member, or an officer, employee, partner, representative or agent of the Class B Member. From and after the effective date of the Association's incorporation, the Board of Directors shall be selected in accordance with the Articles of Incorporation and Bylaws of the Association. The Board, for the benefit of the Property and the Owners, shall provide, and shall pay for out of the maintenance funds provided for in Article VII below, the following:

(a) Care, maintenance, and preservation of the Common Areas and the furnishing and upkeep of any desired personal property for use in the Common Areas.

(b) Care and maintenance of the security gate, masonry and/or wrought iron fencing and entry features which may be constructed by Declarant along C.R. 3430. Maintenance includes all repair, replacement, building, rebuilding, or cleaning deemed necessary by the Board of Directors.

(c) Maintenance, should the Board so elect, of exterior grounds, private streets, and access areas, including care of trees, shrubs, and grass within the Access Easement and public rights of way along the Property, the exact scope of which shall be further specified by the Board from time to time. In particular, the Board shall be empowered to contract with persons or entities who shall be responsible for the maintenance of landscaping, trees, shrubs, grass, and like improvements which are located along C.R. 3430 and Paseo Robles. Maintenance services contracted for by the Board in accordance with this paragraph shall be paid for out of Association funds.

(d) Management, should the Board so elect, of indigenous wildlife on the Property, the exact scope of which shall be further specified by the Board from time to time. In particular, the Board shall evaluate, adopt, file, and implement a plan for wildlife management that will benefit the indigenous wildlife population on the Property and will fulfill the requirements of a wildlife management property association in accordance with Texas Administrative Code Title 34 Subchapter I Rule 9.4003 and the Texas Tax Code Subchapter D. The Board shall be empowered to contract with persons or entities that shall be responsible for the development of a wildlife management plan, and, if the Board so chooses, with persons or entities who shall be responsible for the implementation of such a wildlife management plan in whole or in part. Maintenance services contracted for by the Board in accordance with this paragraph shall be paid for out of Association funds. The Board may choose to delegate this charge to the Architectural Control Committee or to another committee which it creates in the future.

(e) The services of a person or firm to manage the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager.

(f) Legal and accounting services.

(g) Any other materials, supplies, taxes, or assessments which the Board is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.

(h) To execute all declarations of ownership for tax assessment purposes and to pay all taxes, if any, with regard to the Common Areas on behalf of all Owners, excluding, however, all taxes assessed against any Lot on behalf of all Owners, excluding, however, all taxes assessed against any Lot (notwithstanding that such Lot may contain within its boundaries a portion of the Common Areas), all of such taxes being the sole responsibility of the Owners of such Lots.

(i) To enter into agreements or contracts with insurance companies with respect to insurance coverage of the Common Areas, if any.

(j) To borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit.

(k) To enter into contracts, maintain one or more bank accounts, and generally, to have all the powers necessary or incidental to the operation and management of the Association and Common Areas.

l) If, as, and when the Board, in its sole discretion, deems necessary it may take action to protect or defend the Common Areas from loss or damage by suit or otherwise, to sue or defend in any court of law on behalf of the Association, and to provide adequate reserves for replacements.

(m) To make reasonable rules and regulations for the operation and use of the Common Areas and to amend them from time to time.

(n) To make available to each Owner within sixty (60) days after the end of each year, an unaudited annual report.

(o) Pursuant to Article VI herein, to adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property; and if proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency.

(p) If, as, and when the Board, in its sole discretion, deems necessary it may take action to enforce the provisions of this Declaration and any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.

4.02 Maintenance Contracts. The Board, on behalf of the Association, shall have full power and authority to contract with any Owner for the performance by the Association of services which the Board is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable, and in the best interest of the Association.

4.03 Game Control. Oak Vista Ranch Subdivision Revised is a game fenced area. The Board, on behalf of the Association, shall have full power and authority to enter into contracts for commercial or non-commercial hunting, including but not limited to an annual harvest of appropriate species, or other methods which, in the Board's sole discretion, are found to be necessary or advisable in order to control the game population within the Property.

ARTICLE V: ARCHITECTURAL CONTROL COMMITTEE

5.01 Architectural Control Committee. The Architectural Control Committee (hereinafter called "the Committee") shall be composed of two (2) or more individuals selected and appointed by the Board of Directors. The Committee shall function as the representative of the Owners of the Lots for the purposes herein set forth as well as for all other purposes consistent with the creation and preservation of a first-class residential development.

A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate and appoint a successor. Each member of the Committee, or its designated representative, shall neither be entitled to any compensation for services performed hereunder nor be liable for claims, causes of action, or damages (except where occasioned by gross negligence or arbitrary and capricious conduct) arising out of services performed pursuant to this covenant. At any time, the Declarant may delegate and assign to the Board of Directors, all of the Declarant's power and right to change the membership of the Committee, to withdraw or add powers and duties from or to the Committee, or to restore the powers and duties of the Committee. Such action by the Declarant shall be effective upon recordation of a written instrument properly reflecting same.

5.02 Architectural Approval. No building, structure, or improvement of any nature, including a residence, shall be erected, constructed, placed, altered, changed, or modified on any Lot until the plot plan showing the location of such building, structure, or improvement, construction plans and specifications thereof and landscaping plans therefor have been submitted to and approved in writing by the Committee as to: (i) location with respect to Lot lines, Building Envelope, and finished grades with respect to existing topography, (ii) conformity and harmony of external design, color, and texture with existing structures and existing landscaping, (iii) quality of materials; adequacy of site dimensions; proper facing of main elevation with respect to nearby streets; (iv) major changes to landscaping in or along the Access Easement; and (v) the other standards set forth within this instrument. The Committee is authorized to request the submission of samples of proposed construction materials or colors of proposed exterior surfaces.

Final plans and specifications shall be submitted with two copies going to the Committee and Class B members, if any, for approval or disapproval. At such time as the plans and specifications meet the approval of the Committee, one complete set of plans and specifications will be retained by the Committee and the other complete set of plans will be marked "Approved" and returned to the Lot Owner. If found not to be in compliance with these covenants and restrictions, one set of such plans and specifications shall be returned marked "Disapproved," accompanied by a reasonable statement of items found not to comply with these covenants and restrictions. Any modification or change to the approved set of plans and specifications which materially affects items (i) through (iv) of the preceding paragraph must again be submitted to the Committee for its inspection and approval. The Committee's approval or disapproval as required in these covenants shall be in writing. If the Committee, or its designated representative, fails to approve or disapprove such plans and specifications within thirty (30) days after they have been submitted to it, then Committee approval shall be presumed.

The Committee is authorized and empowered to consider and review any and all aspects of dwelling construction, construction of other improvements, and location, quality, and quantity of landscaping on the Lots, and may disapprove aspects thereof which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more Lot Owner(s) or the general value of the Property. As an example, and not by way of limitation, the Committee may impose limits upon the location of window areas of one residential dwelling which would overlook the enclosed patio area of an adjacent residential dwelling. Also, the Committee is permitted to consider technological advances in design and materials and such comparable or alternative techniques, methods, or materials may or may not be permitted, in accordance with the reasonable opinion of the Committee. The Committee may, from time to time, publish and promulgate architectural standards bulletins; such bulletins shall supplement these covenants and restrictions and are incorporated herein by reference. The Committee shall have the authority to make final decisions in interpreting the general intent, effect, and purpose of these restrictions.

It shall be the duty of the Committee to monitor the legal limits for the proportion of wildlife usage for wildlife management property associations required by Texas Administrative Code Title 34 Part 1 Chapter 9 Subchapter I Rule 9.4003, and to ensure that all requests for the construction of Improvements received by the Committee comply with those limits and fall within the maximum permissible Building Envelope for each Lot. Specifically, upon receipt of a request for the construction of Improvements, the Committee will evaluate the size and location of the proposed Improvement in order to ensure that the legal minimum proportion of the total area of the Lot to be improved will be in wildlife management use after the completion of the Improvements. No Improvement will be approved by the Committee if this minimum percentage will not be met after the completion of the proposed construction. At the time of execution of this Declaration, the legal limit for the maximum Building Envelope is 8% of the total acreage of a Lot. A minimum of 92% of the acreage of every Lot shall be dedicated to wildlife management.

5.03 Variances. Upon submission of a written request for same, the Committee may, from time to time, in its sole discretion, permit Lot Owners to construct, erect, or install improvements

which are in variance from the architectural standards, Covenants, and Restrictions or previously published architectural bulletins which are provided in this Declaration or which may be promulgated in the future. In any case, however, such variances shall be in basic conformity with and shall blend effectively with the general architectural style and design of the community. No variances shall be permitted if they result in a violation of the legal standards set by the then applicable sections of Texas Administrative Code Title 34 Part I Chapter 9 Subchapter I Rule 9.4003. No member of the Committee shall be liable to any Lot Owner for any claims, causes of action, or damages arising out of the grant of any variance to a Lot Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Lot Owner shall not constitute a waiver of the Committee's right to strictly enforce the Covenants, Restrictions, and architectural standards provided hereunder, against any other Lot Owner.

5.04 Nonconforming and Unapproved Improvements. The Association may require any Owner to restore such Owner's improvements to the condition existing prior to the construction thereof (including without limitation, the demolition and removal of any unapproved Improvement) if such Improvements were commenced or constructed in violation of this Declaration. In addition, the Association may, but has no obligation to do so, cause such restoration, demolition, and removal and levy the amount of the cost thereof as a special individual assessment against the Lot upon which such Improvements were commenced or constructed.

5.05 Maximum Building Envelope. No Improvement shall be located on any Lot outside the maximum Building Envelope, as established by the Committee, unless that Improvement has the purpose of benefiting wildlife management in accordance with a wildlife management plan or facilitating wildlife viewing. Improvements proposed to be erected outside the Maximum Building Envelope shall be approved by the Committee.

5.06 No Liability. Neither Declarant, the Association, the Committee, nor the Board nor the officers, directors, members, employees, and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every Owner of any of said property agrees that he will not bring any action or suit against Declarant, the Association, the Committee, the Board, or the officers, directors, members, employees, and agents of any of them, to recover any such damages and hereby releases, remises, and quitclaims all claims, demands and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given. Plans and specifications are not approved for engineering or structural design or adequacy of materials, and by approving such plans and specifications neither the Committee, the members thereof, the Declarant nor the Association assumes liability or responsibility therefor, nor for any defect in any structure constructed from such plans and specifications.

**ARTICLE VI:
INSURANCE; REPAIR AND RESTORATION**

6.01 Right to Purchase Insurance. The Board of Directors shall have the right, privilege, and opportunity to purchase, carry, and maintain in force insurance for the benefit of the Association covering any or all portions of the Commons Areas, the improvements thereon and appurtenant thereto, in such amounts and with such endorsements and coverage as shall be considered good sound insurance coverage for properties similar in construction, location, and use to the subject property. Such insurance may include officers and directors liability insurance.

6.02 Insurance Proceeds. Proceeds of insurance shall be disbursed by the insurance carrier to the Association or contractors designated by the Association as the Board of Directors may direct. The Association shall use the net insurance proceeds to repair and replace any damage or destruction of property, real or personal, covered by such insurance. Any balance from the proceeds of insurance paid to the Association, as required in this Article, remaining after satisfactory completion of repair and replacement, shall be retained by the Association as part of a general reserve fund for repair and replacement of subject property.

6.03 Insufficient Proceeds. If the insurance proceeds are insufficient to repair or replace any loss or damage, the Association may levy a special assessment as provided for in Article VII of this Declaration to cover the deficiency. If the insurance proceeds are insufficient to repair or replace any loss or damage for which an Owner is bound hereunder, such Owner shall, as such Owner's undivided responsibility, pay any excess costs of repair or replacement.

6.04 Destruction of Improvements on Individual Lots. In the event of destruction (total or partial) to the improvements on any individual Lot due to fire or any other cause, each Lot Owner covenants and agrees to clear and remove any and all debris resulting from such damage within two (2) weeks and to complete all necessary repairs or reconstruction of the damaged improvements within six (6) months of the date that the damage occurs.

**ARTICLE VII:
COVENANTS FOR ASSESSMENTS**

7.01 Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned by it within the Property, hereby covenants and agrees, and each purchaser of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree (and such covenant and agreement shall be deemed to constitute a portion of the consideration and purchase price for the acquisition of the Lot), to pay to the Association (or to an entity or collection agency designated by the Association):

(1) annual maintenance assessments or charges; (2) special assessments for capital improvements and other purposes as hereinafter provided; (3) individual special assessments levied against Lot Owners to reimburse the Association for maintenance and repair costs caused by the willful or negligent acts of the individual Owner and not caused by ordinary wear and tear, all of such assessments to be fixed, established, and collected from time to time as hereinafter provided. The above described assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment, together with interest thereon and cost of collection thereof as hereinafter provided, shall also be the continuing personal obligation of the person who was the Owner of such property at the time the assessment fell due.

7.02 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purposes of wildlife management on the Property and of promoting the health, safety, and welfare of the residents of the Property, and in particular for the improvement and maintenance of private roadways, walkways, greenbelt areas, trails, parkways, or other properties, services, improvements, and facilities devoted to this purpose and directly related to the use and enjoyment of the Common Areas including, but not limited to the payment of taxes, if any, on the Common Areas and insurance in connection with the Common Areas and the repair, replacement, and additions thereto; and for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Areas; for carrying out the duties of the Board of Directors of the Association as set forth in Article IV; and for carrying out the purposes of the Association as stated in its Articles of Incorporation.

7.03 Improvement and Maintenance of the Common Areas. After the initial improvements to the Common Areas are substantially completed and installed by Declarant at its expense, the Association shall then have the responsibility and duty of maintaining the Common Areas, and such Association duties shall include, but not be limited to, the payment of taxes on and insurance, if any, in connection with the Common Areas, the cost of repairs, replacements and additions thereto, and for paying the cost of labor, equipment including replacements and additions thereto, and for paying the cost of labor, equipment (including the expense of leasing any equipment), and materials required for, and management, maintenance, and supervision of, the Common Areas.

7.04 Basis and Amount of Annual Maintenance Assessments.

(a) The Board of Directors shall determine the amount of the annual maintenance assessments for each year, which assessments may include a reserve fund for wildlife management costs, for working capital and for maintenance, repairs, and replacements of the Common Areas. If the annual maintenance assessment increases by more than twenty percent (20%) in any given year, such vote to increase the annual assessment more than 20% shall be made only with the approval of a majority vote of the members, regardless of class, who are voting in person and by proxy.

(b) When the assessment is computed for Lots, all or a portion of such assessment shall be payable to the Association by the Lot Owner according to the ownership status of the Lot as follows:

(i) As to the Lots owned by Class A Members, the full assessment shall be payable for each such Lot.

(ii) As to Lots owned by the Class B Members, one-half (1/2) of the assessment shall be payable for each such Lot.

(c) The first annual maintenance assessment shall be payable at the closing of the lot acquisition. Thereafter, the Board of Directors may provide that annual assessments shall be paid monthly, quarterly, semi-annually, or annually on a calendar year basis. Written notice of the annual assessment to be paid by each Member shall be sent to every Member, but only to one (1) joint owner.

7.05 Special Assessments for Capital Improvements and Special Individual Assessments.

(a) In addition to the annual assessments authorized by Section 7.04 hereof, the Board of Directors may levy in any assessment year a special capital assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair, or replacement of improvements upon the Property, the Security Gate or Common Areas, including the necessary fixtures and personal property related thereto; PROVIDED THAT any such assessment shall have the affirmative approval of a majority of the votes of the Members, regardless of class, who are voting in person or by proxy at a meeting duly called for that purpose.

(b) The Board of Directors may also levy special individual assessments against individual Lot Owners for reimbursement for repairs and maintenance occasioned by the willful or negligent acts of such individual Lot Owners and not ordinary wear and tear.

7.06 Uniform Rate of Annual and Special Capital Assessments. Except as otherwise provided in Section 7.04(b), the annual and special capital assessments described above must be fixed at a uniform rate for all Lots payable as set forth herein.

7.07 Date of Commencement of Assessments. The annual maintenance assessments provided for herein shall commence on the date fixed by the Board of Directors of the Association and, except as hereinafter provided, shall be payable in advance of the first day of each payment period thereafter. The Board shall determine, in its discretion, the payment periods (whether monthly, quarterly, semi-annual, or annual) for the annual maintenance assessments. The Board may require all new members to escrow with the Association an amount not to exceed one year of the annual maintenance assessment provided for in Section 7.04 hereof.

7.08 Duties of the Board of Directors with Respect to Assessments.

(a) The Board of Directors of the Association shall prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association.

(b) Written notice of all assessments shall be delivered or mailed to every Owner subject thereto.

(c) The Board of Directors shall upon demand at any time furnish to any Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such certificates.

7.09 Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association.

(a) If any assessment or any part thereof is not paid on the date(s) when due (being the dates specified in Section 7.07 of this Article), then the unpaid amount of such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot of the non-paying Owner which shall bind such Lot in the hands of Owner, his heirs, executors, devisees, personal representatives, successors, and assigns. The Association shall have the right to reject partial payments of an assessment and demand the full payment thereof. The personal obligation of the then-existing Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. However, the lien for unpaid assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may waive or otherwise escape liability for the assessment provided herein by non-use of the Common Areas or abandonment of his Lot.

(b) The Association may give written notification to the holder(s) of the mortgage on the Lot of the non-paying Owner of such Owner's default in paying any assessment when such default has not been cured within thirty (30) days.

(c) If any assessment or part thereof is not paid within ten (10) days after the due date, the unpaid amount of such assessment shall bear interest from the date of delinquency at a rate equal to the lesser of eighteen percent (18%) per annum or the maximum lawful rate, and the Association may at its election, foreclose the lien against the subject Lot as provided in (d) below or bring an action at law against the Owner personally obligated to pay the same in order to enforce payment, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action.

(d) The Board of Directors or a managing agent appointed by the Board ("Management Agent") may (but shall not be required to) prepare a written notice setting forth the amount of such unpaid assignments, the name of the Owner of the Lot and a description of the Lot. Such notice shall be signed by one of the members of the Board of Directors or by one of the officers of the Association or by a representative of the Managing Agent and may be recorded in the office of the County Clerk of Lampasas County, Texas. Such lien may be enforced by the foreclosure of the defaulting Owner's Lot by the Association in like manner as a mortgage on real property subsequent to the recording of a notice provided for above. In any such proceeding, the Owner shall be required to pay the costs, expenses and attorney's fees incurred in connection with filing the lien, and in the event of any foreclosure proceeding, all additional costs, expenses and attorney's fees incurred in connection with any such foreclosure proceeding. The Association shall have the power to bid on the Lot at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey, or otherwise deal with the same. Any mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any unpaid assessments owing with respect to such Lot, but such payment shall not be deemed a waiver of the Owner's default by either the Association or such mortgages.

Each Owner, by acceptance of a deed to a Lot, hereby expressly vests in the Association or its agents or trustees the right and power to bring all actions against such Owner personally for the collection of such charges as a debt, and to enforce the aforesaid liens by all methods available for the enforcement of such liens, including non-judicial foreclosure pursuant to Section 51.002 of the Texas Property Code, and such Owner hereby expressly grants to the Association the private power of sale in connection with said liens. The Association may also suspend the Association membership and voting rights of any Owner who is in default in payment of any Assessment in accordance with the Bylaws.

7.10 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate and inferior to the lien of any bona fide first mortgage or deed of trust recorded against any Lot after the date of recordation of the assessment notice described in Section 7.09(d) above; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale, whether public or private, of such property pursuant to the terms and conditions of any such deed of trust. Such sale shall not relieve such Lots from liability for the amount of any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

ARTICLE VIII: EASEMENTS

8.01 Ingress and Egress by the Association. Full rights of ingress and egress shall be had by the Association at all times over and upon each Lot for the maintenance and repair of each Lot

and the Common Areas in accordance with the provisions hereof, and for the carrying out by the Association of its functions, duties, and obligations hereunder. The Association retains the right, but not the obligation, to enter each Lot twice a year for the purpose of inspecting wildlife management practices. The Association will attempt to give 72 hours notice to the Owner of a Lot before entering the Lot for any purpose authorized herein and will make a good faith effort to schedule entry at a time that is convenient for the Owner. Any such entry by the Association upon any Lot shall be made with as little inconvenience to the Owner as practical, and any damage caused by the Association's entry, other than damages caused by the Owner, shall be repaired by the Association at the expense of the maintenance fund.

8.02 General. The rights and duties of the Owners of Lots within the Property with respect to sanitary sewer, water, electricity, telephone, and cable television connections and lines and drainage facilities shall be governed by the following:

(a) Wherever sanitary sewer and/or water service, electricity, telephone, and cable television connections and lines or drainage facilities are installed within the Property, which connections, lines, or facilities or any portion thereof lie in or upon Lots owned by any party other than the Owner of a Lot served by said connections, lines, or facilities, such Owners of Lots served shall have the right, and are hereby granted an easement to the full extent necessary therefore, to enter upon the Lots within the Property within or upon which said connections, lines, or facilities, or any portion thereof, lie, to repair, replace and generally maintain said connections as and when the same may be necessary.

(b) Wherever sanitary sewer and/or water service, electricity, telephone, or cable television connections, lines, or drainage facilities are installed within the Property, which connections, lines, or facilities serve more than one Lot, the Owner of each Lot served by said connections, lines, or facilities shall be entitled to the full use and enjoyment of such portions of said connections, lines, or facilities which service such Owner's Lot.

8.03 Reservation of Easements. Easements over the Lots and Common Areas for the installation and maintenance of electric, telephone, cable television, water, gas and sanitary sewer connections and lines and drainage facilities are hereby reserved by the Association, together with the right to grant and transfer same.

8.04 Surface Areas of Utility Easements. Easements for installation and maintenance of utilities are reserved as shown and provided for on the Plat. Electric and telephone service shall be available to all Lots in the subdivision. Easements for the service may be crossed by driveways, walkways, patios, brick walls, and fences provided the Declarant or builder makes prior arrangements with the utility companies furnishing electric and telephone service and provides and installs any necessary conduit of approved type and size under such driveways, walkways, patios, brick walls, or fences prior to construction thereof. Such easements for the underground service shall be kept clear of all other improvements, and neither the grantee nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants to shrubbery, trees, flowers, or other improvements (other than for damages

caused in crossing driveways, walkways, patios, brick walls, or fences, providing conduit has been installed as outlined above) of the Owner located on the Lot covered by said easements. In addition, the utility easements shall not be used as alleyways.

8.05 Emergency and Service Vehicles. An easement is hereby granted to all police, fire protection, ambulance, and other emergency vehicles, and other service vehicles to enter upon the Common Areas, including but not limited to private streets, in the performance of their duties and further, an easement is hereby granted to the Association, its officers, agents, employees, and management personnel to enter the Common Areas to render any service.

8.06 Access Easement. The area depicted on the Plat as an Ingress/Egress and Public Utility Easement and referred to herein as the "Access Easement" is intended for:

- (a) access and right-of-way for the Lot Owners within the Property;
- (b) access for municipal and public utility service vehicles and employees;
- (c) construction of public utilities;
- (d) and for such other purposes as set forth herein and on the Plat.

Declarant does hereby perpetually dedicate, establish, create, grant, and convey to the Association a non-exclusive permanent maintenance easement, and does hereby reserve unto itself a temporary construction easement, together with reasonable and necessary ingress and egress thereto, over, across, and upon the Access Easement. Such easements are reserved for the benefit of the Declarant and the Association, their respective successors and assigns, for the construction, replacement, maintenance, and repair of the driveways, landscaping, and other improvements located within the Access Easement. The Declarant, subsequent to the construction of the driveways, landscaping, and other improvements within the Access Easements shall have no obligation to repair, replace, or maintain such improvements, such maintenance being the responsibility of the Association and the aforementioned Lot Owners. The maintenance easement appurtenant to the Access Easement described above shall be part of the Common Areas.

8.07 Easement for Construction, Maintenance, and Repair of Subdivision Entry Features and Screening Walls. Declarant does hereby perpetually dedicate, establish, create, and set aside a non-exclusive ten (10) foot wide easement over, across and upon the Property, such easement to be five (5) feet on either side of the masonry and wrought iron subdivision entrance and screening walls constructed by the Declarant. Such easements are reserved for the exclusive benefit of Declarant and the Association, their respective successors and assigns, for the construction, maintenance, and repair of masonry and wrought iron subdivision entrance and screening walls. The Declarant, subsequent to the construction of the aforesaid masonry and wrought iron screening walls, shall have no obligation to repair, replace, or maintain such walls, such maintenance being the responsibility of the Association. Individual Lot Owners shall not, without the prior approval of the Committee, alter, paint, attach fences to or otherwise use such walls even though certain of such walls and/or the

easement reserved herein may be located on individual Lots. These walls and the easement reserved herein shall constitute a portion of the Common Areas. Wood fences which are erected, constructed, or located on the Property by Declarant shall not be or become a portion of the Common Areas and shall be properly maintained by the Owner of the Lot upon which such wood fences are located.

ARTICLE IX: PROPERTY RIGHTS IN THE COMMON AREAS

9.01 Members' Easements of Enjoyment. Subject to, and except as otherwise provided in Section 9.02 of this Declaration, every Member and every tenant of every member who resides on a Lot, and each individual who resides with either of them, respectively, on such Lot shall have a right and easement of use and enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title of every Lot, PROVIDED, HOWEVER, such easement shall not give such person the right to make alterations, additions, or improvements to the Common Areas.

9.02 Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to and limited by the following:

(a) The right of the Association to prescribe regulations governing the use, operation and maintenance of the Common Areas, including the right to set, alter, issue an revoke entry keys or access codes for the security gate.

(b) The right of the Association to enter into and execute contracts with third parties (including the Declarant, or an affiliate of the Declarant) for the purpose of providing maintenance or such other materials or services consistent with the purposes of the Association.

(c) The right of the Association, as provided in its Bylaws, to suspend the voting rights of any Member due to such Member's failure to pay required assessments or for violation of these Covenants and Restrictions, the Bylaws, or the rules and regulations of the Association.

(d) The right of the Declarant, at any time, to make such reasonable amendments to the Plat of the Property recorded in the Map Records of Lampasas County, Texas (the "Plat") as it deems advisable, in its sole discretion. All Members are advised that a portion of the Common Areas may be located within the platted and dedicated public right-of-way known as C.R. 3430 and in connection therewith the public shall have rights of use and enjoyment of Common Areas located within public rights-of-way.

ARTICLE X: USE OF COMMON AREAS

The Common Areas may be occupied and used as follows:

10.01 Restricted Actions by Owners. No Owner shall permit anything to be done on his or her Lot or in the Common Areas which would violate any applicable public law or zoning ordinance or which will result in the cancellation of or increase of any insurance carried by the Association, or which would be in violation of any law. No waste shall be committed on the Lots or the Common Areas. No Owner shall provide or entrust an access key or entry code for the security gate to any person other than: (a) a resident of the Owner's Lot or any member of the Owner's family; (b) a guest of the Owner; or (c) a licensee or invitee authorized by the Owner to perform services for the Owner upon the Owner's Lot. The Declarant, Board of Directors or Management Agent shall not be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting from or connected with any Owner's entrustment of an access key or entry code to any person.

10.02 Damage to the Common Areas. Each Owner shall be liable to the Association for any damage to the Common Areas caused by the negligence or willful misconduct of the Owner or such Owner's family, guests, tenants, equipment, animals, pets, or invitees.

10.03 Rules of the Board. All Owners and occupants shall abide by any rules and regulations adopted by the Board. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an Owner determined by judicial action to have violated said rules and regulations shall be liable to the Association for all damages and costs, including reasonable attorney's fees.

ARTICLE XI: USE OF PROPERTY AND LOTS - PROTECTIVE COVENANTS

The Property and each Lot situated thereon shall be constructed, developed, reconstructed, repaired, occupied, and used as follows:

11.01 Residential Purposes. Each Building Envelope (including land and improvements) shall be used and occupied for single family residential purposes only. The remainder of each Lot shall be managed and used primarily for the benefit of indigenous wildlife. No Owner or other occupant shall use or occupy such Owner's Lot, or permit the same or any part thereof to be used or occupied, for any purpose other than as a private single family residence for the Owner or such Owner's tenant and their families and domestic servants employed on the premises, except that nothing herein shall be construed to prevent a Purchaser from rendering professional services of purely personal nature so long as such services do not attribute to the Lot any appearance of a commercial or non-residential use. As used herein the term "single family residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of any lot for a duplex apartment, garage apartment, or other apartment use.

11.02 Minimum Lot Area. No Lot shall be re-subdivided; provided, however, that Declarant shall have and reserves the right, at any time, or from time to time, upon the joinder and consent of the appropriate county and/or municipal authorities, if applicable, and with the joinder and consent of the directly affected Lot Owners, to file a replat of the Plat to effect a re-subdivision or reconfiguration of any Lots in the Property then owned by Declarant, so long as such replat

results in each re-subdivided Lot containing not less than the minimum lot size prescribed by the Board of Directors. No Lot shall be created that is less than 12.5 acres in size. Lot Owners shall not unreasonably withhold or delay their joinder in or consent to such replat or amendments to the Plat. The privilege to replat Lots in the Property owned by the Declarant reserved in this Section 11.02 shall be exercisable only by Declarant or any successor to Declarant's ownership of such Lots who acquired such ownership other than by purchase, and such privilege shall not be exercisable by, inure to the benefit of, or be assignable to any purchaser from Declarant or from any successor or assign of Declarant of any Lot in the Property.

11.03 Minimum Floor Space. Each dwelling constructed on any residential Lot in the subdivision shall contain a minimum of ONE THOUSAND AND SIX HUNDRED (1,600) square feet of heated and air-conditioned floor area, exclusive of all porches, garages, or breezeways attached to the main dwelling.

11.04 Combining Lots. Subject to compliance with all applicable laws, ordinances, rules, and regulations, any person owning two or more adjoining Lots may consolidate such Lots into a single building location for the purpose of constructing one (1) residential structure thereon (the plans and specifications therefor being approved as set forth in this Declaration) and such other improvements as are permitted herein. In the event of any such consolidation, the consolidated Lots shall be deemed to be a single Lot for purposes of applying the provisions of this Declaration. Any such consolidation shall give consideration to easements as shown and provided for on the Plat and any required abandonment or relocation of any such easements shall require the prior written approval of Declarant as well as the prior written approval of any utility company having the right to the use of such easements. Combining of portions of Lots into a single building site is prohibited.

11.05 Setback Requirements. No structure may be placed within the following minimum setback lines without prior written approval of the Architectural Control Committee: (a) one hundred (100) feet from the front Lot line; (b) fifty (50) feet from each side Lot line; and (c) eighty (80) feet from the rear Lot line.

11.06 Access. No driveways or roadways may be constructed on any Lot except as expressly provided on the Plat or approved in writing by the Committee. All private roads (drives and streets) will be signed in a manner that indicates private status. Lampasas County shall not be responsible for maintenance of private streets, drives, emergency access easements, recreation areas and open spaces; and the owners shall be responsible for the maintenance of private streets, drives, emergency access easements, recreation areas and open spaces, and said owners agree to indemnify and save harmless Lampasas County, from all claims, damages and losses arising out of or resulting from performance of the obligations of said owners set forth in this paragraph.

11.07 Drainage. Neither the Declarant nor its successors or assigns, shall be liable for any loss of use of, or damage done to any shrubbery, trees, flowers, improvements, fences, walks, sidewalks, driveways, or buildings of any type or the contents thereof on any Lot whatsoever in the Property caused by any water levels, rising waters, or drainage waters. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is

prohibited. The existing creeks or drainage channels traversing along or across the subdivision will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots. Lampasas County will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion. Lampasas County will not be responsible for any damage, personal injury or loss of life or property occasioned by flooding or flooding conditions.

11.08 Utilities. Each residence situated on a Lot shall be connected to available utilities as soon as practicable after same are available at the Lot line. In the event that the developer decides to take the primary electric and phone utility lines along the roadway underground then each Lot Owner will also be required to run any required primary and the secondary utility lines at their own cost from the roadside Lot line to any improved structures on their Lot(s) underground according to utility company specifications. All plumbing shall be connected to a sanitary sewer or septic tank approved by the State and local Department of Health. No well or septic tank may be placed within seventy-five (75) feet of any property line. Any propane, butane, LP Gas, or other gas tank, bottle or cylinder of any type must be buried or enclosed behind fences, walls, or landscaping so as not to be visible by other Lot Owners or from any Common Area.

11.09 Construction Requirements.

(a) The exterior surface of all residential dwellings shall be constructed of glass, brick, or other materials approved by the Committee. No previously used materials, other than antique brick, shall be permitted on the exterior of the residential structures located within the Property. Exterior paint and stain colors shall be subject to the approval of the Committee.

(b) Sidewalks shall not be constructed abutting the curb of streets or private roadways adjacent to a Lot, provided however, sidewalks or walkways may be constructed which connect the front entrance of a residence with the Access Easement adjacent to a Lot. The plans for the residential building on each Lot shall include plans and specifications for any proposed sidewalks, and such sidewalks, if any, shall be constructed and completed before the main residence is occupied.

(c) All exterior construction of the primary residential structure, garage, porches, and any other appurtenances or appendages of every kind and character on any Lot and all interior construction (including, but not limited to, all electrical outlets in place and functional, all plumbing fixtures installed and operational, all cabinet work completed, all interior walls, ceilings, and doors shall be completed and covered by paint, wallpaper, paneling, or the like, and all floors covered by wood, carpet, tile or other similar floor covering) shall be completed not later than THREE HUNDRED AND SIXTY (360) days following the commencement of construction. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set. No residence may be lived in or occupied until the residence is 100% complete in accordance with the construction plans approved by the Committee.

(d) No projections of any type shall be placed or permitted to remain above the roof of any residential building with the exception of one or more chimneys and one or more vent stacks without the written permission of the Committee. This provision does not prohibit the installation of satellite television dishes specifically designed for roof installation.

(e) Recreational vehicles, trailers, mobile, modular, or prefabricated homes, tents, shacks, barns, or any other structure or building, other than the residence to be built thereon, shall not be used or occupied as a residence or place of habitation on any Lot, except as allowed under Section 11.15, below.

(f) Private Drives must be constructed of decomposed granite or better grade material. No caliche or gravel will be allowed. No Private Drives will be allowed to intersect CR 3430. All ingress/egress from all Lots must be from the Private Road. The immediate ingress/egress point on the Private Road must be constructed with asphalt of the same grade and quality of the Private Road for at least 17 feet from the Private Road (ie across the county easement on each side of the Private Road). Plans being submitted for approval to the Architectural Control Committee must include specs for the Private Drive.

11.10 Garages and Storage Buildings. Each residential dwelling erected on any Lot shall provide garage space for a minimum of two (2) conventional automobiles. All garage doors shall be closed at all times when not in use. No carport or structure used for storage purposes shall be built, placed, constructed or reconstructed on any Lot without prior written approval of the Committee. No garage shall be changed, altered, reconstructed, or otherwise converted for any purpose inconsistent with the garaging of automobiles or recreational vehicles. No structure used for storage purposes shall be erected or placed on any Lot within one hundred (100) feet of any roadway or property line.

11.11 Landscaping. Any and all plans for the landscaping of front yards and of side yards not enclosed by solid fencing, including alterations, changes or additions thereto, shall be subject to the approval of the Committee. Each Lot Owner shall be responsible for maintaining his own landscaping in a healthy condition. Accumulations of cut brush shall be permitted on the Lot but not within the Building Envelope, but only if constructed in accordance with the Texas Parks & Wildlife regional management plans for Lampasas County and if provided for in a wildlife management plan for the Lot. Brush accumulations shall not be located within 50 feet of a public roadway and shall not be visible from a public roadway.

11.12 Fences. No fence, wall, or hedge shall be erected, placed, or altered on any Lot without the approval of the Committee. The Committee shall evaluate the design, the materials, and the wildlife compatibility of any proposed fencing, wall, or hedge. No fencing along lot lines or cross fencing shall exceed 5 (five) feet in height, except for fencing erected along or within the Building Envelope. No cedar post fences shall be allowed by the Committee. All clothes lines, wood piles, tool sheds, air conditioning equipment or other service facilities must be enclosed with

fences, walls, or landscaping, so as not to be visible by other Lot Owners or from any Common Area.

11.13 Trash Receptacles and Collection. All trash receptacles shall be stored in individual garages or behind fences, walls, or landscaping, so as not to be visible by other Lot Owners or from any Common Area. Each Lot Owner shall make or cause to be made appropriate arrangements for commercial collection and removal of garbage and trash on a regular basis. Association has the right to contract with a private trash collection agency and require all Lot Owners to contract with a single trash collection and removal service to limit the number of collection and removal vehicles allowed on the Property. Each and every Lot Owner shall observe and comply with any and all regulations or requirements promulgated by the Association, in connection with the storage and removal of trash and garbage. All Lots shall at all times be kept in a healthful, sanitary, and attractive condition. No Lot shall be used or maintained as a dumping ground for garbage, trash, junk, or other waste matter. All trash, garbage, or waste matter shall be kept in adequate “animal proof”, non-dumpster containers which shall be constructed of metal or plastic materials, with tightly-fitting lids, and which shall be maintained in a clean and sanitary condition. A Lot Owner may place trash on the private drive abutting his Lot only on those days designated as trash collection days; provided, however, such trash must be kept neatly contained in a sanitary, tightly-sealed metal, plastic, or other container. No Lot shall be used for open storage of any materials whatsoever, except that new building materials used in the construction of improvements erected on any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without unreasonable delay, until completion of the improvements, after which these materials shall either be removed from the Lot, or stored in a suitable enclosure on the Lot. No garbage, trash, debris, or other waste matter of any kind shall be burned on any Lot.

11.14 Antenna Restrictions. No radio or television aerial wires or antennas shall be maintained on the outside of any building nor shall any free standing antennas of any style be permitted. All radio or television aerial wires or antennas must be built within the main structure and must not be visible from outside of such structure. This provision does not prohibit the installation of satellite television dishes specifically designed for roof installation.

11.15 Temporary Structures and Vehicles. No temporary structure of any kind shall be erected or placed upon any Lot. No trailer, mobile, modular, or prefabricated home, tent, shack, barn, or any other structure or building, other than the residence to be built thereon, shall be placed on any Lot, either temporarily or permanently; except, however, the erection of facilities (“Temporary Structures”) as may be necessary or convenient during the period of and in connection with the construction of residences and/or other improvements on the property (the “Construction Period”) as approved by the Committee. Such Temporary Structures may include, but not necessarily be limited to, a temporary building, storage area, signs, and portable toilet facilities. The Construction Period must be completed no later than one year from the date of written approval by the Committee for such facilities. No Temporary Structures may be placed upon the Lot prior to the date of written approval by the Committee, and all Temporary Structures must be removed by the end of the Construction Period.

All tractors, trucks, buses, boats, boat trailers, trailers, mobile homes, camp-mobiles, campers, vehicles or equipment OTHER THAN a conventional automobile shall, if brought within the Property, be stored and/or parked within the building envelope when not in use and reasonably concealed from view by other Lot Owners or any Common Area behind fences, walls, or landscaping. Such vehicles described may not be used as living quarters at any time, in accordance with 11.09 (e), EXCEPT THAT the invited guests of a Lot Owner may reside in a recreational vehicle located on said owner's lot for: (a) a period of less than two weeks without prior written approval of the Association, or (b) a period greater than two weeks with prior written approval of the Association. No dismantling or assembling of motor vehicles or other machinery or equipment shall be conducted upon any right-of-way or on any portion of the Property except inside a closed garage or storage building or behind fences, walls, or landscaping so as not to be visible by other Lot Owners or from any Common Area.

11.16 Parking. On-street parking is restricted to approved deliveries, pick-up, or short-time guests and invitees and shall be subject to such reasonable rules and regulations as shall be adopted by the Committee. Parking of automobiles in driveways is permitted; however, each vehicle must maintain a current state license plate and current state inspection sticker, and tires must be present upon each wheel and must be properly inflated.

11.17 Signs. No sign or signs shall be displayed to the public view on any Lot without the prior approval of the Committee, except that Declarant may erect and maintain a sign or signs deemed reasonable and necessary for the construction, development, operation, promotion, and sale of the Lots.

11.18 Removal of Dirt. The digging of dirt or the removal of any dirt from any Lot is prohibited, except as necessary in conjunction with landscaping or construction of improvements thereon.

11.19 Drilling and Mining Operations. No oil drilling, water drilling, or development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, water wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or water shall be erected, maintained, or permitted upon any Lot.

11.20 Offensive Activities. No noxious or offensive activity shall be conducted in any Common Area or on any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the other Lot Owners or any Common Area, including, but not limited to, the use of any motorbikes, dirt bikes, three or four wheelers or similar all terrain vehicles unless they are commonly considered as farm/ranch related equipment such as mules, tractors (or similar type vehicles). Golf carts or similar electric vehicles may be used by the Lot Owner. The racing of any type of vehicle is prohibited. The ASSOCIATION shall determine whether an activity is noxious or offensive and such determination shall be conclusive.

11.21 Permitted Agricultural Uses. No kennel or other facility for raising or boarding dogs or other animals for commercial purposes shall be kept on any part of the Property. All livestock shall be corralled and fed supplementally in the Building Envelope. Free grazing on the Lot outside the Building Envelope shall not be allowed, unless such grazing is a temporary and limited use and is provided for in an adopted wildlife management plan. Otherwise, horses may be on the Lot for recreational riding. Every Owner shall erect appropriate fencing to confine all of their livestock within their Building Envelope. No animals shall be permitted until appropriate fencing is complete.

11.22 Pets. Dogs, cats, birds, or other household pets (not to exceed three (4) adult animals), may be kept on each Lot, provided that they are not kept, bred, or maintained for commercial purposes. The Committee shall determine whether an animal is a “household pet” however, the term “household pet” specifically excludes endangered or exotic species and non-domesticated animals, including, but not limited to, lions, tigers bears, deer, or similar species. Pets that are not maintained in a sanitary manner or which become a nuisance to other Lot Owners must be removed from the Property within ten (10) days after the date of any written notice from the Committee. All dogs leaving the owner’s property must be maintained on a leash.

11.23 Hunting. With the exception of (a) game control activities conducted by or in cooperation with the Board in accordance with Section 4.03 above, and (b) hunting for game with a bow by a Lot Owner and up to one invited guest of a Lot Owner (provided such guests are accompanied by the Lot Owner), performed in compliance with all federal, state and local laws and regulations, hunting is strictly prohibited within the Property. No Lot shall be used for commercial or day-lease hunting, and no Lot Owner may receive financial compensation related to any such hunting activities. No Lot Owner may hunt on any other lot (unless invited as a guest by the Lot Owner) or the common areas unless part of the coordinated hunt scheduled as a part of the game control activities conducted by the ASSOCIATION. The ASSOCIATION will have the right to limit or suspend hunting activities if it deems it necessary for the protection of specific species and/or wildlife populations.

11.24 Lot Owners Duty of Maintenance and Management.

(a) Owners and occupants (including lessees) of any Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep the Lot so owned or occupied, including any Designated Common Areas appurtenant to such Lots and any buildings, Improvements, grounds, or drainage easements or other rights-of-way in incident to the Lots, and any vacant land, in a well-maintained, safe, clean, and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- (i) Prompt removal of all litter, trash, refuse, and waste;
- (ii) Keeping exterior lighting and maintenance facilities in working order;
- (iii) Keeping parking areas, driveways, and roads in good repair;

- (iv) Complying with all government health and police requirements;
- (v) Complying with wildlife management practices in accordance with legal requirements and with this Declaration;
- (vi) Repair of exterior damages to Improvements; and
- (vii) Repainting of Improvements.

(b) If, in the opinion of the Association, any such Owner or occupant has failed in any of the foregoing duties or responsibilities, then the Association may give such person written notice of such failure and such person must within thirty (30) days after receiving such notice, perform the repairs and maintenance or make arrangements with the Association for making the repairs and maintenance required. In the event that the Association believes any such Owner or occupant has failed to comply with wildlife management practices as required by Texas law, then the Association may give such person written notice of such failure and such person must within thirty (30) days after receiving such notice provide the Association with written documentation detailing the wildlife management practices conducted on the Lot. Should any such person fail to fulfill these duties and responsibilities within such period, then the Association, through its authorized agent or agents, shall have the right and power, at its discretion, to enter onto the premises and perform such repair, management, and maintenance without any liability for damages for wrongful entry, trespass, or otherwise to any person.

(c) The Owners and occupants (including lessees) of any Lot as to which such work is performed pursuant to Sections 11.24(a) and (b) above shall jointly and severally be liable for the cost of such work (such costs constituting a special individual assessment as specified in Section 7.05(b) hereof) and shall promptly reimburse the Association for such cost. If such Owner or occupant shall fail to reimburse the Association within thirty (30) days after receipt of a statement for such work from the Association, then said indebtedness shall be a debt of all said persons jointly and severally, and shall constitute a lien against the Lot on which said work was performed. Such lien shall have the same attributes as the lien for assessments and special assessments set forth in this Declaration, and the Association shall have the identical powers and rights in all respects, including but not limited to the right of foreclosure.

11.25 Association Maintenance of Common Areas. The Common Areas (including landscaping comprising portions of the Common Areas) are described on the Plat or on “Exhibit B” attached hereto. All landscaping and improvements placed or erected on the Property by Declarant and identified on “Exhibit B” shall be owned and maintained by the Association.

ARTICLE XII GENERAL PROVISIONS

12.01 Duration. The Covenants and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association and/or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term of twenty (20) years from the date that this Declaration is recorded in the office of the County Clerk of Lampasas County, Texas, after which time said Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Members entitled to case seventy percent (70%) of the votes of the Association in the aggregate has been recorded in the Deed Records of Lampasas County, Texas, agreeing to abolish or terminate these Covenants and Restrictions.

12.02 Amendments. Notwithstanding Section 12.01 of this Article, this Declaration may be amended and/or modified as follows:

(a) during such time as Declarant is the Class B Member as provided in Section 3.02 above, the Declarant may amend or modify this Declaration with the consent of at least fifty-one percent (51%) of the outstanding votes of all Members of the Association, regardless of class;

(b) in all other situations, this Declaration may be amended or modified only upon the express written consent of at least seventy percent (70%) of the outstanding votes of all Members of the Association, regardless of class.

Any and all amendments, if any, shall be recorded in the office of the County Clerk of Lampasas County, Texas. Notwithstanding the prior provisions of this Section 12.02 the Declarant may execute and record amendments to this Declaration without such consent or approval if the amendment is for the purpose of correcting technical or typographical errors or for clarification only.

12.03 Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages, or to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

12.04 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

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

12.06 Notices to Member/Owner. Any notice required to be given to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

12.07 Notices to Mortgagees. If a holder of a mortgage on a Lot shall notify the Association of its address and the identity of the Lot and Owner covered by and granting such mortgage, then such holder(s) shall be entitled to receive written notification from the Association of any default by such Owner in the performance of such Owner's obligation(s) as established by this Declaration.

12.08 Disputes. Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of this Declaration or the Association Bylaws shall be determined by the Board of Directors, whose reasonable determination shall be final and binding upon all Owners.

12.09 Termination of and Responsibility of Declarant. If Declarant shall convey all of its right, title, and interest in and to the Property and assign all its rights, benefits, and obligations as Declarant hereunder to any partnership, individual or individuals, or corporation or corporations, then and in such event Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such partnership, individual or individuals, or corporation or corporations, shall be obligated to perform all such duties and obligations of the Declarant.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed the _____ day of _____, 200____.

CR3430 LP, a Texas limited partnership

BY: Bobcat Ventures, LLC., a Texas limited liability company, its general partner

BY: _____
Cathy D. Vann
One of Its Co-Managers

STATE OF TEXAS '

 '

COUNTY OF TRAVIS '

This instrument was acknowledged before me on the ____ day of _____, 2006, by Cathy D. Vann, one of the Co-Managers of Bobcat Ventures, a Texas limited liability company, the general partner of CR3430 LP, a Texas limited partnership and on behalf of said company and limited partnership.

Notary Public in and for the State of Texas

EXHIBIT "A"

PROPERTY DESCRIPTION

See subdivision plat filed of record in Cabinet 2, Slide 66-69 in the Plat Records of Lampasas County, Texas.

EXHIBIT "B"

Common Areas

1. The security gate, masonry and wrought iron entrance and screening walls, entry features, fences and concrete footings constructed along or upon the right-of-way of C.R. 3430 appurtenant to the Property. Wood fencing constructed, placed, or located within the Property shall not be included within the Common Areas.
2. The Private Road and related easement.
3. The landscaping improvements, including, but not limited to, turf, vines, shrubs, and trees installed by Declarant within the (i) right-of-way appurtenant to the Property; (ii) Access Easement; or (iii) other areas of the Property.
4. Landscape and street lighting improvements installed by Declarant within the areas listed in Item 3 above.
5. Any sprinkler system installed by Declarant for the irrigation of the landscape improvements described in Item 3 above, including timers and other appurtenances to the sprinkler system.
6. The maintenance easement in the Association appurtenant to the "Access Easement" as described in Article VIII of the Declaration.
7. Any improvements or alterations to Items 1-6 above undertaken by or for the benefit of the Association.