

AMENDED AND RESTATED RESTRICTIONS
OF CIRCLE D COUNTRY ACRES, SECTION 1

CONTENTS

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I. GENERAL

1. Amendment and Restatement	1
2. Purpose	1
3. Definitions	2
4. Reservations	3

II. RESTRICTIONS

1. General Restrictions	6
2. Building and Construction Restrictions	11

III. ARCHITECTURAL CONTROL

1. General	14
2. Authority	15
3. Applications	16

IV. CIRCLE D CIVIC ASSOCIATION

1. Membership and Governance	16
2. Authority	18
3. Administration	18

V. ASSOCIATION FUND

1. Purpose	19
2. Funding	19
3. Levy and Enforcement	20

VI. MISCELLANEOUS PROVISIONS

1. General	22
2. Other Provisions	23

THE STATE OF TEXAS §
COUNTY OF BASTROP §

AMENDED AND RESTATED RESTRICTIONS
OF CIRCLE D COUNTRY ACRES, SECTION 1

I. GENERAL.

1. Amendment and Restatement.

WHEREAS, on or about the 31st day of December, 1969, Timewealth Corporation, hereinafter called "Timewealth," filed for record the RESERVATIONS AND RESTRICTIONS OF CIRCLE D COUNTRY ACRES, SECTION 1, hereinafter called "Original Restrictions," in the office of the County Clerk of Bastrop County, Texas, at Volume 194, pages 8-31, of the Deed Records of Bastrop County, Texas; and

WHEREAS, the Original Restrictions provide that they may be amended by an instrument signed by the record owners of a majority of the parcels in Circle D Country Acres, Section 1, according to the map or plat thereof at Plat Cabinet 1, page 55A, of the Map or Plat Records of Bastrop County, Texas, hereinafter called "the Subdivision," and recorded in the Deed Records of Bastrop County, Texas; and

WHEREAS, the signatures on the signature pages attached hereto are of the record owners of at least a majority of the parcels in the Subdivision, who wish to adopt these Amended and Restated Restrictions of Circle D Country Acres, Section 1, hereinafter called "this Amendment", without invalidating any of the provisions or liens of the Original Restrictions, which provisions and liens are renewed and extended as set out herein, except as the same may be changed herein;

NOW, THEREFORE, the Original Restrictions are amended and restated as follows:

2. Purpose.

The purpose of this amendment is to provide for the orderly management of the common interests of residents and owners of property in the Subdivision and in the other properties under the jurisdiction of the Circle D Civic Association, hereinafter called "the Civic Association," including, but not limited to:

- the collection of fees to fund the purposes of the Civic Association and the enforcement of the restrictions herein;

- the preservation of the overall property values of the properties in the Subdivision and the peaceful use thereof by the residents, on the parcels, in the streets, and on the common areas;
- the provision of existing services and the extension of new services to the properties, including the right to grant easements to private and public companies which provide the same, as the same are now offered or may be developed in the future, and the maintenance of current facilities and the development of new facilities for the benefit of the residents;
- the approval of exterior design elements and materials of the landscaping and structures that will be harmonious with those currently existing, as well as the quality of, and timing of, construction;
- creating and carrying out a uniform plan for the use, occupancy, and conveyance of the properties in the Subdivision and certain other uses ancillary thereto, whether or not stated in any deed, contract for deed, lease, or other instrument, all of which are made subject hereto, as if all of the provisions herein were set out therein verbatim;
- and providing for the general welfare of the owners and residents of the Subdivision.

3. Definitions.

The following words shall have the meanings defined below, as used herein, unless otherwise defined elsewhere:

- a. "Assignment" means the Assignment of Easements from Halifax Corporation, as assignee of Timewealth, filed at Volume 609, page 293 of the Official Public Records of Bastrop County, Texas, on or about August 28, 1991.
- b. "Board" refers to the Board of Directors of the Civic Association as provided for in the Bylaws.
- c. "Circle D" refers to Circle D Country Acres and Circle D Country Acres East, including all of the numbered sections and tracts therein, which are individually identified as Subdivisions thereof.
- d. "Civic Association Fees" means the annual maintenance charge; fees applicable to construction permits or tree-removal permits; amounts expended on actions taken by the Civic Association for an individual property owner, including, but not limited to, trash removal; or such other charges as may be approved by the Board for specific purposes.

- e. "Committee" refers to the Architectural Control Committee or its successors.
- f. "Communication systems" means all forms of communication, whether now known or hereafter developed, for the transmission of information, including, but not limited to, telephone, wireless, cable television, Internet, laser, fiber optics or light impulses.
- g. "Owner" means any person who owns a recorded interest in a parcel, other than owners of interests solely for security of a debt. Any purchaser of an interest under an executory contract for purchase, as defined under the law of Texas, shall be treated as the Owner only after all conditions precedent under the contract have been satisfied.
- h. "Parcel" means each tract of land in the Subdivision available for ownership, other than common areas, as the same is approved by the Civic Association and governmental authority for platting in the county records of real property.
- i. "Recording date" means December 31, 1969.
- j. "Roadway" means private streets and streets that have been dedicated to public use, including rights-of-way.

4. Reservations.

- a. In recording the plat of the Subdivision and in so dedicating the use of the streets (whether such streets are referred to as drives, avenues, roads, lanes, ways, boulevards, streets or otherwise) as shown thereon to the public for ordinary roadway purposes only, there was reserved, and in the Original Restrictions there was expressly reserved in Timewealth and thereafter assigned to the Civic Association by the Assignment, the following rights, titles and easements (hereinafter collectively called the "Reservations"), which Reservations shall be referred to as a part of and construed as being adopted in each and every contract of sale, deed or instrument of conveyance conveying any property in the Subdivision or any part thereof, whether or not stated therein:
 - (1) The legal and fee simple title in and to each and all of said streets as shown on said map or plat is hereby reserved in the Civic Association, subject to the limited dedication of the use of streets not marked as private by the letters "Pvt." to the public for ordinary roadway purposes only.
 - (2) The Civic Association reserves for itself, its successors and assigns a perpetual nonexclusive easement to lay, construct, operate, maintain, inspect, repair,

reconstruct, multiply, change the size of and remove such water, sanitary sewer and storm and gas pipes, mains and conductors and all appurtenances thereto pertinent to the operation of waterworks, sanitary sewer, storm sewer and drainage systems and pertinent to the operation of gas distribution systems and such electric distribution and communication lines, wires, conduits, and appurtenances thereto pertinent to the operation of electric distribution and communication systems as it or they may from time to time desire, in, along, under, over, across and through all of the streets, both public and private, in the Subdivision. Such pipes, mains, conductors, lines, wires, conduits and appurtenances shall be buried to such reasonable depth as will not interfere with the use of the streets for ordinary roadway purposes.

- (3) The Civic Association reserves for itself, its successors and assigns title in and to all water, sanitary sewer, storm sewer, drainage and gas pipes, mains, conductors, and all appurtenances thereto and all electric distribution and communication lines, wires, conduits and all appurtenances thereto constructed by the Civic Association or its agents in all of said streets in the Subdivision, together with a perpetual easement to operate, maintain, inspect, repair, reconstruct, change the size of and remove such pipes, mains, conductors, lines, wires, conduits and appurtenances thereto, as it or they may from time to time desire.
- (4) The Civic Association reserves for itself, its successors and assigns a perpetual utility easement in, along, under, over, across and through a ten (10) foot strip around the entire perimeter of each parcel in the Subdivision, which strip shall be measured from the property line of each parcel inward. With respect to such easement, the Civic Association, its successors and assigns shall have the right to construct, operate, maintain, inspect, reconstruct, multiply, change the size of and remove such utility lines and facilities (including without limitation of the generality thereof, water, sanitary sewer, storm sewer, drainage and gas pipes, mains, conductors and all appurtenances thereto and electric distribution and communication lines, wires, conduits, poles, connections and all appurtenances thereto), as it or they may from time to time desire, together with the right of ingress and egress thereto. The utility easements hereby reserved are easements ten (10) feet wide at and below normal ground level and extending

upward to a plane twenty (20) feet above the ground, measured from the lowest point of the easement, and from said plane and upward the utility easements are unobstructed aerial easements twenty (20) feet wide, extending five (5) feet in width adjacent to and on both sides of the utility easements on each parcel. The utility easements reserved anywhere in this document shall be divisible among two or more owners. The Civic Association further reserves the exclusive right to grant franchises and easements to other utility owners to lay, construct, operate, maintain, inspect, reconstruct, change the size of, multiply and remove such utility lines in such utility easements. Such utility easements are not dedicated to the public in any manner.

- (5) The Civic Association further reserves for itself, its successors and assigns a perpetual drainage easement that shall be co-extensive with the above-described ten-foot utility easement, to the extent of the first five (5) feet measured from the property line inward.
- (6) The Civic Association further reserves for itself, its successors and assigns a perpetual electrical utility easement located along all streets, both public and private, in the Subdivision; said electrical easement shall be centered on the property line of each parcel adjacent to any public or private road or street in the Subdivision and shall be ten (10) feet wide at ground level and extend upward to a plane twenty (20) feet above the ground, measured from the lowest point of the easement, and from said plane and upward the easement is twenty (20) feet wide.
- (7) In addition to the foregoing utility easements granted, the Civic Association further reserves for itself, its successors and assigns a utility easement if and when the Civic Association shall provide underground utilities of any nature to the Subdivision, being a two (2) foot wide easement centered along and beside the underground utility service line installed from any of the aforementioned easements to the point of service on the residential structure.
- (8) Neither the Civic Association, any utility company, nor any other successor or assign using the easements heretofore described shall be liable for any damages done by them or their assigns, agents, employees or servants to shrubbery, trees or flowers or other property situated in the part of the parcel of land covered by such utility easements.

- (9) The Civic Association reserves for itself, its successors and assigns the right to make minor changes in and additions to the utility easements heretofore described for the purposes of more efficiently and economically installing the improvements.
- (10) The conveyance by Timewealth or the Civic Association of any parcel in the Subdivision by contract, deed or other instrument of conveyance shall not in any event be held or construed to include any of the rights, titles and easements heretofore reserved in any of the foregoing paragraphs, nor the title to water, gas, sanitary sewer, storm sewer, drainage, electric light poles or conduits, pipes, mains, or any other utility or appurtenances thereto constructed by Timewealth or the Civic Association or its agents, in, along, under, through, over, across or upon such easements, such property, or any part thereof or such streets to serve the Subdivision, any part thereof, or any other subdivision of Circle D. The right to sell and lease or otherwise transfer all such rights, titles, easements, utilities and appurtenances is expressly reserved in the Civic Association.
- b. The foregoing Reservations of rights and easements shall not obligate Timewealth or the Civic Association to exercise any of such reserved rights and easements.
- c. The invalidity, abandonment or waiver of any one or more of the foregoing Reservations, or any sentence, clause or part thereof shall not affect the remaining Reservations or sentences, clauses or parts thereof which shall remain in full force and effect.

II. RESTRICTIONS.

1. General Restrictions.

- a. Each parcel in the Subdivision shall be used only for noncommercial, single-family residential and noncommercial recreational purposes for the pleasure and benefit of the membership. Only site-built, single-family dwellings and appurtenances ordinary to rural residential living shall be permitted. To this end, structures that may not be built on any parcel or aggregation of parcels in the Subdivision shall include, without limitation, hospitals, clinics, rest homes, day care facilities, rehabilitation facilities, halfway houses, duplex or multifamily houses, condominiums, modular houses, manufactured housing (mobile homes), trailer homes, apartment houses, garage

apartments, hotels, commercial radio, television or telecommunications towers or related relay devices, or any retail, wholesale, or other business, commercial or industrial establishment of any kind.

- b. No noxious or offensive activity shall be carried on upon any parcel nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood, including the conduct of gatherings with loud noise or the playing of music after 10:00 p.m. and before 7:00 a.m. at a volume loud enough to disturb residents of adjacent property.
- c. No substance capable of inducing intoxication or a drugged condition, whether legal or illegal, shall be cultivated, produced, manufactured, distilled, refined, sold or offered for sale on any parcel, nor shall any parcel be used for illegal purposes.
- d. No hunting or discharge of firearms for recreation, practice or celebration, nor any activity conducted in a manner that likely may lead to death, injury, or dismemberment of persons or damage to property, including, but not limited to, the use of archery equipment, crossbows, air rifles or pistols or fireworks, nor the use or possession of incendiary devices, explosives or bombs, shall be permitted.
- e. No commercial activity of any kind shall be conducted on any parcel in the Subdivision. "Commercial activity" shall include, without limitation, the offering for sale of any product or service or the growth or manufacture of any product for purpose of sale, without regard to whether such activities are conducted in or from residential dwellings or otherwise, provided, however, that activities that may be related to a business and that are not visible from the exterior of the property, such as taking business telephone calls, using a household computer, or keeping professional records or files inside the house or garage, may be conducted under the following circumstances:
 - (1) No external signs or advertising of the property as the location of a business shall be permitted, including, but not limited to, signs on the parcel or elsewhere, whether or not in the neighborhood; printed materials or electronic publishing of the street address as the location of a business, including, but not limited to, letterheads, envelopes, handbills, magnetic or permanent or temporary signs on vehicles, billboards, web pages, coupons, advertisements or business cards.
 - (2) No deliveries of materials or products may be made to the parcel nor shall products or materials be stored at the parcel.

- (3) No suppliers, employees, contractors, agents, customers or clients shall come to the parcel for business purposes.
- (4) No part of the activity that may be visible from anywhere else in the Subdivision shall be conducted on the parcel.
- f. No animals, livestock or poultry of any kind shall be raised, bred, kept or maintained on any parcel at any time for a commercial purpose but may be kept as pets or for personal use or consumption. As used herein, the term "livestock" shall include, but not be limited to, horses, mules, donkeys, cattle, deer, sheep, goats, swine and similar animals as well as ostriches, emus and similar birds, and the term "cattle" shall include cows, bulls, steers, oxen and bison. All animals, livestock and poultry shall be subject to the rules, regulations and limitations enumerated below:
 - (1) The Board will establish and publish limits on the number of animals, livestock and poultry that may be kept.
 - (2) No nondomesticated species or animals considered to be exotic or dangerous may be kept.
 - (3) All livestock, dogs and poultry must be kept penned or fenced-in while within a parcel, or individually tethered or on a leash at all times while outside the bounds of the owner's property.
 - (4) No structure in which animals, livestock or poultry are housed or confined, or from which they are fed, may be erected, used or maintained at any time on any parcel within 25 feet of the property line or in a location where run-off water from the pen, coop or yard will carry animal waste to another owner's property.
 - (5) No animals, livestock or poultry of any kind shall be raised, bred, kept or maintained on any parcel in such manner as to constitute a health or safety risk or hazard to humans or to other animals, livestock or poultry or in such manner as to cause objectionable noise, odor or other nuisance.
- g. No oil or gas drilling or producing operations, oil and gas refining or processing operations or quarrying or mining operations of any kind shall be conducted in or upon any parcel, nor shall tanks, tunnels, shafts or mineral excavations be built or created in or upon any parcel.
- h. No sign, advertisement, billboard or advertising structure shall be erected or maintained on any parcel without the written consent of the Committee, except signs

of the type commonly used on residential lots to advertise properties for sale, not to exceed 2 feet by 3 feet in size. The Committee shall have the right to remove any such object not in conformance with this restriction and, in so doing, shall not be liable and is hereby expressly relieved of any liability for trespass or other kind in connection therewith, or arising from, such removal.

- i. No fence, wall, hedge or shrub planting that obstructs vision at elevations between two (2) and eight (8) feet above the roadway shall be placed or permitted to remain on any corner parcel within the triangular area formed by the roadway property lines and a line connecting points on such lines twenty-five (25) feet from their intersection or, in the case of rounded corners, from a point where such property lines would intersect if extended. The same line-of-sight limitation on obstruction of vision shall apply for the area within the roadway property line, the edge of a driveway and a line connecting points on each line ten (10) feet from their intersection. No trees shall be permitted to remain within the defined areas unless their foliage is trimmed to meet the line-of-sight requirements set forth above.
- j. Nothing which interferes with surface water run-off so as to cause such run-off to be diverted to any other parcel under different ownership or which causes flooding or erosion on or in any roadway or ditch shall be constructed, placed, maintained, done or permitted to remain on any parcel.
- k. No trees of a circumference greater than twenty-four (24) inches, at a height of four feet, six inches (4 feet, 6 inches) above ground level, shall be cut down without prior application, payment of a fee, as set by the Board at its discretion, for each tree and issuance of a permit by the Committee; nor shall trees in any way otherwise be damaged or destroyed intentionally. The Committee may authorize tree removal and waive the fee if it determines that such removal is necessary for safety or authorized construction.
- l. No owner shall excavate, remove or sell soil except as necessary to permit construction or improvements to be undertaken or as necessary for reasonable use and upkeep of a parcel. When such action is necessary, issuance of a permit by the Committee must be obtained upon application and payment of a fee as set by the Board at its discretion.

- m. No part of the Subdivision shall be used as a dumping ground for refuse of any kind, including, but not limited to, stumps, trees, underbrush or scrap material from construction or improvement activities. Household trash, garbage or other waste materials shall be kept only in closed containers. All equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.
- n. No owner shall permit the accumulation of trash, inoperative vehicles, or unsightly objects on his parcel or parcels or on the easements or on the roadway abutting the property. If removal is undertaken by the Association, a fee as set by the Board at its discretion will be assessed against the owner to cover the cost, which fee shall become part of the Association Fund fee owed by the owner and secured by the lien therefor.
- o. No intentional burning of any kind shall be done without prior notification of the Bastrop County Sheriff's Department and without a working water supply tap on the premises or parcel.
- p. All springs, creeks, ponds, stock tanks, ditches and gullies and any standing water on any parcel shall be kept free of refuse, effluent from sewage disposal systems or other waste disposal systems and all other forms of pollution by the owner of the parcel.
- q. No vehicle, trailer, motor home, travel trailer or boat shall be parked and left in the roadway or parked on a parcel within ten (10) feet of a roadway; however, during ongoing construction, maintenance or repair of a structure on a parcel, a vehicle used in the construction, maintenance or repair activities may be parked on the parcel or on the roadway adjacent to the parcel, as long as it is being used in the activity.
Inoperative vehicles, motor homes, travel trailers, trailers, boats or any part thereof may be placed, parked, or permitted to remain on a parcel only if not visible from the roadway or from any other parcel. "Inoperative" as used herein means either not functional, not bearing a currently valid inspection sticker, registration and license, or any combination thereof.
- r. Members of the Committee or other representatives of the Association designated by the Board may from time to time, at any reasonable hour, enter and inspect any part of the Subdivision to ascertain compliance with the Reservations and Restrictions.

2. Building and Construction Restrictions.

- a. No construction or improvement of any kind shall be undertaken, nor shall any structure be altered in appearance other than by painting, in or upon any parcel in the Subdivision until an application therefor, as outlined in Section III, Paragraph 3a, below, has been approved by the Committee. Any person who commences any construction or improvement of any kind in violation of this provision shall be subject to a fine of up to \$200 per day, for each and every day of the violation, as assessed by the Board of the Association, after a notice to the violator and a chance to address the Board has been given.
- b. Only one single-family dwelling and appurtenances thereto, such as garages, sheds, barns and the like, may be built on each parcel or aggregation of adjoining parcels. No dwelling shall be built on a parcel or aggregation of parcels which is less than one acre.
- c. Only on-site built houses, garages or barns shall be permitted. No mobile home or manufactured housing is permitted, but existing mobile homes or manufactured housing on a parcel prior to January 1, 2000, may be maintained thereon, but not replaced, when destroyed or removed.
- d. No building or structure, except fences, shall be located nearer the front property line than one hundred (100) feet or nearer a side property line than twenty-five (25) feet or nearer the back property line than fifty (50) feet on any parcel. Houses shall face the property line having the greatest footage that abuts a roadway.
- e. No single-story dwelling that has an under-roof living area of less than fifteen hundred (1,500) square feet, nor any two-story dwelling that has an under-roof living area of less than twenty-two hundred and fifty (2,250) square feet, excluding open or enclosed porches, walkways, garages, carports, covered patios and the like in either instance, shall be built on any parcel. Existing dwellings on a parcel prior to January 1, 2000, which do not conform to this requirement may be maintained thereon, but not replaced, when destroyed or removed.
- f. No building material of any kind shall be placed or stored on any parcel more than thirty (30) days before construction or improvements thereon are commenced. At completion, such material shall be removed from the premises within fifteen (15) days, unless a waiver shall have been given in writing by the Committee.

- g. No change of elevation greater than five (5) feet shall be made on any parcel without Committee approval in writing. An excavation made for or during construction that is not then used shall be backfilled and the ground surface shall be leveled or contoured to meet existing adjacent undisturbed soil.
- h. No residential dwelling shall be built or used without a Bastrop County-approved septic tank or other sewage disposal system that is so approved.
- i. Private driveways from public roads shall not impede the free flow of water, and drainage structures thereunder, if required, shall have a minimum diameter of fifteen (15) inches, or such larger diameter as the Committee may require.
- j. Fencing or walls shall be approved by the Committee as to size, design, material and color, in accordance with guidelines as set by a resolution of the Board of the Association. No barbed wire fence shall be erected within one hundred (100) feet of any roadway.
- k. After commencement of construction of any structure or improvement, work thereon shall be pursued diligently to the end that the structure or improvement shall not remain in an unfinished condition any longer than is reasonably necessary for completion. At the time of submission of plans for the improvement or structure, an estimate as to how long construction should take shall also be submitted to the Committee for its approval. The Committee may approve such longer or shorter time as, in its opinion, is reasonable. If difficulties arise that were unforeseeable at the time of commencement of the construction, the Committee, upon written request, may approve an extension of time.
- l. A portable toilet (Port-a-Can) or similar facility must be provided during construction of a dwelling or other structure on a parcel until approved permanent facilities have been provided on the parcel. The portable toilet must be maintained in a clean and odor-free state during construction and must be removed as soon as the permanent facilities are functional. No dwelling or other structure may be occupied until the permanent facilities are functional and the portable toilet has been removed.
- m. No travel trailer or mobile or modular structure shall be placed on any parcel, except as provided in Section II, Paragraph 1q, hereinabove; however, upon application, Committee approval, and payment of a fee, as set by the Board at its discretion, a permit may be granted for the use of a travel trailer or motor home as temporary quarters on a parcel for a period of four months from the time building materials have

been moved onto the site, or until construction has been completed, whichever is the lesser period. At its discretion, the Committee may grant permit extensions for periods of four months or less upon payment of an additional fee. The Committee shall be empowered to remove the trailer or vehicle from the parcel after a permit has expired and notice has been given to the owner by registered mail thirty (30) days before removal is undertaken. Failure of the owner to accept the notice shall not preclude the removal. The Committee shall not be liable and hereby is expressly relieved of liability for trespass or other sort in connection with or arising from such removal.

- n. Removal of trees, brush or other material in preparation for construction, as well as waste material remaining after construction, shall be the responsibility of the owner of a parcel. None of the foregoing items shall be burned or buried on the parcel or placed elsewhere in Circle D or allowed to remain on the parcel more than thirty (30) days after construction has been completed.
- o. Underground electric service may be available to parcels in the Subdivision. If such service is made available to a parcel, and an owner of such parcel desires to use such service, such owner shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of the electric company's metering on such owner's structure to the point of attachment at the electric company's energized secondary junction boxes, said point of attachment to be designated and made available by the electric company at the property line of each parcel. The electric company furnishing service shall make the necessary electrical connections at said point of attachment and at the meter. In addition, such owner shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then-current standards and specifications of the electric company furnishing service) for the location and installation of the meter of the electric company furnishing service to the dwelling constructed on such owner's parcel. For as long as underground service is maintained, the electric service to each parcel shall be uniform and exclusively of the type known as single-phase, 120/240-volt, three-wire, 60-cycle alternating current.

III. ARCHITECTURAL CONTROL.

1. General.

- a. An Architectural Control Committee shall operate to govern actions related to the building and construction of improvements, to assure conformance with standards set by a resolution of the Board of the Association, for the purpose of maintaining the Subdivision as a residential community; such operations include, but are not limited to, controlling development in accordance with the Deed Restrictions and establishing a basis for remedial action when restrictions or other regulations are overlooked or ignored.
- b. The Committee shall comprise at least three members of the Association in good standing who shall be appointed to an indefinite term by the President, subject to confirmation and removal by a majority of the Board. In the event of the death, removal, resignation or failure to serve of any member of the Committee, a successor shall be appointed by the President and confirmed by a majority of the Board.
- c. No member of the Committee shall receive any pecuniary compensation for services performed; however, the Committee shall have the authority to hire such engineers or architects, as in the opinion of a majority of the members of the Committee, are needed to process applications and advise the Committee on technical issues. The cost of employing any such architect or engineer shall be charged as a fee to the applicant or property owner where the construction is to be made or is being made, and shall become a part of the assessments for which the owner is liable and secured by the lien therefor, but shall be immediately due and payable upon being charged. Neither the Association, its directors, officers, employees, members, members of the Committee, nor any architect or engineer employed by the Committee shall ever have any liability for any approval or disapproval, fees set, requirement added or waived, standard or guideline established, inspections or lack thereof, action or inaction whatsoever, it being acknowledge by all Owners and their guests, tenants, families, or others claiming through them, that all advice, actions, inactions, requirements, waivers, fees, standards or guidelines, or inspections whatsoever are for the sole benefit of the Committee and the Association, not for anyone else, and that no one is to look to such matters for their protection. Each person is advised to hire his or her own architect or engineer for his or her own protection, designs, and inspections.

2. Authority.

- a. The Committee shall have jurisdiction in all sections and tracts of Circle D.
- b. By a resolution, the Board of the Association will establish building guidelines to assure adherence to commonly accepted building codes, safety of persons and property, architectural aesthetics of the neighborhood, and conformance with the intent of the Restrictions.
- c. The Committee shall receive, consider and act upon all applications for improvements to be made in or on any and all parcels of the Subdivision to ensure that such improvements conform with applicable guidelines, restrictions and reservations.
- d. Within thirty (30) days after receipt of an application, the Committee shall give written notice of approval or disapproval which may be delivered or mailed to the address given in the application. The Committee shall state the reason or reasons for its disapproval in the notice.
- e. Committee decisions as to the disposition of applications must be unanimous; otherwise, the proposal shall be presented to the Board for resolution by a majority thereof.
- f. The Board shall set a schedule of fees to be applied uniformly when an application is submitted; approvals will not be given until the required fees have been paid. Such fees may be used to defray expenses incurred in discharging Committee or Association-required duties, including the pursuit of legal remedies, or for other purposes consistent with Association interests. An application that is disapproved but subsequently approved will not be subject to an additional fee.
- g. After an approval has been given, work must proceed expeditiously in accordance with the approved application and established guidelines. Variations or changes subsequently proposed, that do not conflict with the restrictions and guidelines, shall be presented to and acted upon by the Committee in the same manner as the original application.
- h. The Board of the Association may assume the function of the Committee by a resolution of a majority of its members. Once this function is assumed by the Board it shall remain a function of the Board for at least one year. The Board may not assume the function of the Committee on a case-by-case basis.

3. Applications.

- a. An application containing, as applicable, construction plans and specifications, including, but not limited to, materials and elevations, site plans and grading information, a landscaping plan and a plot plan showing the location and size of each improvement and a description of the Bastrop County-approved system or method of sewage disposal prepared by a competent architect, engineer, or house planner, as appropriate, in a form clear enough for the Committee or its architect or engineer to discern all information necessary to the approval process must be presented to and approved in writing by the Committee before an improvement of any kind shall be commenced or altered in appearance in or on any parcel in the Subdivision. No approval time shall start to run until the same is submitted, along with any fee required by the Committee.
- b. The Committee shall consider the design and external appearance of improvements for congruity with existing structures in the Subdivision, the type of exterior materials, exterior colors, the quality of workmanship and materials, location, conformance with the Restrictions and established guidelines, and suitability for the Subdivision.
- c. Improvements as used herein shall include, but not be limited to, houses, porches, decks, garages, sheds, permanent outdoor facilities for cooking or eating, playground equipment, swimming pools, ponds, water wells, barns, silos, cages, walls, fences, driveways, sewage disposal facilities, excavations and other ground alterations, or other structures of any kind.

IV. CIRCLE D CIVIC ASSOCIATION.

1. Membership and Governance.

- a. Every Owner of property in Circle D shall, by virtue of ownership of property in Circle D, automatically be a member of the Association. Membership is appurtenant to ownership of property in Circle D and shall automatically terminate and transfer to each new Owner by the conveyance of property in Circle D. Each Owner of property in Circle D shall, within fifteen (15) days of acquiring title to any interest in property in Circle D, other than an interest strictly for the purpose of securing a debt, notify the Association of his or her name, address for notification, social security number, telephone number, facsimile telephone number, if any, e-mail address, if any, and legal description of the property acquired and furnish to the Association a copy of the

conveyance by which title was transferred. In the event that an Owner fails to provide the information required, all notices to the Owner required by law or these Restrictions or the Bylaws of the Association shall be considered timely sent when deposited in the U.S. Postal Service, postage prepaid, addressed to the person listed in the Association's files as the Owner at his or her last-known address, or to the street address of the property, or when transmitted to the last person's facsimile telephone number, if known, with a confirmation of transmission, or when transmitted by e-mail to the last person's e-mail address, if known, with a confirmation of transmission. The Board of the Association may also set, by a resolution of a majority of its members, a fine for each day the information is not tendered. No person may resign his or her membership or waive the duties or obligations of a member by non-use of the Association's properties. All obligations of a member which accrue prior to the transfer of that member's interest in the property shall remain the personal obligation of the member, as well as being secured by the lien against the property, where appropriate or permissible. An Owner is considered to be "in good standing" for any purpose herein, whether for a vote or as to be counted toward the majority needed for an amendment, when all amounts owed to the Association, no matter how delineated, have been paid for all properties he or she may own in any section or tract of Circle D. Each Owner is entitled to one vote for each parcel or aggregation of adjoining parcels; however, under no circumstances shall more than one Owner vote the votes allowed for any parcel or aggregation of adjoining parcels. Where more than one person owns an interest in a parcel or aggregation of adjoining parcels, they shall designate, in writing and signed by each of them, which of them shall have the right to exercise the vote or votes and, failing to do so, the Association may accept the vote of any of the persons owning an interest in a parcel or aggregation of adjoining parcels as the vote of all such Owners, unless another Owner appears in person or in writing protests the ability of the person voting, prior to the qualification of the person as a voter and the receipt of any ballot to be cast.

- b. The Association shall be governed by its Articles of Incorporation and Bylaws, as they may be amended from time to time. Each Owner, his family, guests, tenants, or other occupants of any property in Circle D agree to abide by the Articles of Incorporation, Bylaws, rules and regulations, guidelines, and these Restrictions, as

they may, from time to time, be amended. In the event of a conflict between the governing documents, as they may be amended from time to time, the order of priority of dominance, from the most dominant to the least, shall be: (a) the Articles of Incorporation; (b) these Restrictions; (c) the Bylaws; and (d) the rules, regulations, and guidelines.

2. Authority.

The Association, successor to the rights conferred by the Reservations and Restrictions originally established and adopted by Timewealth Corporation on or about the 30th day of December, A.D. 1969, and recorded in the office of the Country Clerk of Bastrop County, Texas and assigned to it by the successor to Timewealth Corporation, shall have the powers and perform the functions provided by applicable law, its Articles of Incorporation, its Bylaws and the Reservations and Restrictions as have been heretofore or may be hereafter duly amended and such other powers, in addition to those set forth herein, as may reasonably be inferred as being requisite to the accomplishment of its purpose, including at its option, without limitation, the right to maintain roadways, esplanades, lakes and other common areas, including recreational areas; to provide police protection without obligation therefor, lighting of public areas, and removal of garbage, trash or prohibited objects or material; and to establish rules and regulations for streets, lakes and other subdivision facilities including, but not limited to, parks, playgrounds, sports facilities, swimming pools and clubhouses built or created by or for the Association and to prescribe penalties for the violation thereof by the Owner, his family, guests, agents, or tenants, including, but not limited to, suspending voting rights; fines, which shall be added to and shall become a part of the Association fees owed by the Owner and secured by the lien therefor, but due upon demand; and suit for injunctive relief and/or damages. The preceding listed items are not obligations of the Association when it is unable to raise sufficient funds from collection of Association fees without borrowing.

3. Administration

- a. The Association shall administer a fund, called the Association Fund, as provided for herein, into which shall be paid the annual fees and other fees set by the Board of Directors and any other sums paid to the Association.

- b. The Association shall maintain an office to keep and preserve its correspondence and records, provide notices and information to the members, and process applications and permits, as well as payments to and disbursements from the Association Fund.

V. ASSOCIATION FUND

1. Purpose.

- a. An Association Fund, formerly known as the Maintenance Fund, shall be maintained to cover costs and expenses borne by the Association. Such costs and expenses may include, without limitation, those incurred to construct, improve, maintain, mark and light roadways, esplanades, easements, paths, fences, lakes, parks, parkways, and any structures, facilities or areas for the benefit of, or that can be used by, all members, subject to their individual limitations; collect and dispose of refuse, including that from habitations if the occupant fails to perform this duty; take measures to provide security for persons and property from time to time, without incurring an obligation therefor; cover legal costs incident to Association business, including the enforcement of restrictions, rules, covenants, agreements and conditions applicable to Circle D; and do any and all other things necessary or desirable for the benefit of the members of the Association. The preceding listed items are not obligations of the Association when it is unable to raise sufficient funds from collection of Association fees without borrowing.
- b. Association fees from all subdivisions in Circle D may be commingled in the Fund.

2. Funding.

- a. To support the Fund, an Association Fee shall be assessed annually for the ensuing year, payable on January 1st, on each parcel or aggregation of adjoining parcels to the owner of such parcel or aggregation in the Subdivision. The amount of the Association Fee shall be set by the Board and made known to the owner by mail posted at least thirty (30) days before the due date. If notice is posted less than 30 days prior to January 1st, the due date shall be extended 30 days from the date of posting.
- b. The Board shall set and publish a schedule of charges including interest for late payment of the fee. In addition to interest, the Association shall be entitled to charge a "late charge" on any amount owed which is not paid within ten (10) days, as set by

the Board of the Association, which shall be for the purpose of defraying the cost of additional work in attempting collections and consulting with its attorney in the collection process. Interest, court costs, expenses of litigation, attorneys' fees, fines, fees, permit fees, late charges and all other amounts owed to the Civic Association shall become a part of the Association Fee and secured by the lien therefor. In no event shall the Association ever be entitled to charge, demand, or collect interest in excess of the maximum allowed by law and every charge, demand, or amount collected which exceeds the same shall automatically be reduced to the maximum allowed and the excess, if any, applied to future or other obligations of the Owner, or if none, promptly refunded upon discovery.

3. Levy and Enforcement.

- a. One Association Fee shall be assessed on each parcel in the Subdivision as originally platted. In the event that adjoining parcels within the same section are consolidated under common ownership, the consolidated parcel or aggregation of parcels will be treated as one parcel for the purpose of assessment. In the event that a parcel is subdivided, as allowed herein, each new parcel that results from the subdivision shall be assessed a separate Association Fee; however, any subsequent consolidation of some or all of such parcels under common ownership in the same section shall be treated as one parcel for the purpose of assessment. All Association Fees shall be uniformly assessed except for that portion thereof which is a cost, charge, fee, or fine levied against the particular Owner as permitted herein.
- b. The original Restrictions retained a lien that was assigned to the Association to secure the payment of the maintenance charge (now called Association Fee) and delinquency charge (now called interest), which are renewed, extended, and modified by the provisions herein, without releasing the lien as originally created. The lien was and is secondary and inferior to all liens, present and future, given, granted and created by or at the instance and request of the Owner of any parcel to secure the payment of money advanced or to be advanced on account of the purchase price or the improvement of the parcel, or both.
- c. The Association may foreclose its lien against each parcel, including all rights appurtenant thereto, owned by an Owner in like manner as a Deed of Trust by nonjudicial foreclosure in accordance with Section 51.0002 of the Texas Property

Code or any future amendments or recodification thereof, without waiving its right also to proceed against an Owner on an Owner's personal liability. Each Owner, by acceptance of a deed to a parcel, vests in the Association, acting through its Board, a power of sale in connection with the lien. The Board may exercise its power of sale by appointing a Trustee, who may be removed and replaced at any time by a resolution of a majority of the Board of Directors, to act on behalf of the Board in foreclosing such lien, and such designation or removal may be made without any formality other than a written appointment. The Trustee shall not be considered a Trustee of an Owner, but of the Board, and shall have no duty to an Owner. Each Owner and the Association agree to indemnify and hold the Trustee harmless for any claim, damages, suit, costs of litigation or investigation or settlement, including, but not limited to, attorney's fees, expert witness fees, or costs of court, arising out of his or her execution of his or her duties as the Trustee for the Association, whether or not the claim arises, in whole or in part, out of the alleged negligence of the Trustee. The Board, acting on behalf of the Association, shall have the power to bid upon any unit or interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same from and after the time that a foreclosure sale is conducted. The recitals in the conveyance to the purchaser or purchasers shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against an Owner, his heirs, assigns, executors, and administrators. In the event any sale is made of a parcel, the former Owner, his tenants and other persons in possession under him shall forthwith upon the making of the sale surrender and deliver possession of the property to the purchaser at the sale, and, in the event of their failure to do so, any occupants shall become tenants at sufferance of the purchaser at the foreclosure sale, and the purchaser shall have the right to evict these persons by a proceeding brought in the Justice of the Peace Court where the property is situated. Any personal property left on the premises and not reclaimed within ten (10) days from the date of sale, shall conclusively be presumed to have been abandoned by the former Owner, his tenants or other parties in possession under him.

d. Where a parcel is under executory contract to be purchased, the buyer may file a copy of the contract with the Association and then shall be entitled to notice of the default by an Owner of the parcel in the payment of any amount for which the Association's

lien may be foreclosed, in accordance with the methods of notice provided herein as if an Owner, and an opportunity to cure the same; however, the sole remedy of the buyer, in the event that the Association does not give the notice, is to pay the amounts owed, as of the date prior to the posting of the property for sale, and to have the sale rescinded, if the purchaser at the sale is the Association. If the parcel is sold to anyone other than the Association, and the buyer has not been given notice in accordance with the methods provided for herein, the purchaser will take title subject to the rights of the buyer under the contract and automatically be assigned the contract on file with the Association, as the buyer's sole remedy. Said buyer must provide to the purchaser at the sale, other than the Association, proof of all payments made to the former Owner, to get credit for the same. The buyer must exercise his right herein within sixty (60) days after receiving actual notice that the foreclosure has taken place, or he will conclusively be presumed to have waived his post-foreclosure options herein, upon the filing of an affidavit of a person with knowledge of the fact in the Official Records of Real Property of Bastrop County, Texas.

VI. MISCELLANEOUS PROVISIONS

1. General.

- a. A parcel may be subdivided provided that no resulting parcel shall be smaller than one acre. Such resubdivision requires approval by the Bastrop County Subdivision and Regulation Department; a copy of the approved application shall be provided to the Association
- b. Parcels within the same section may be consolidated, with the written permission of the Board of the Association and the approval of the Bastrop County Subdivision and Regulation Department. After consolidation, the set back or building line of each of the original parcels that is then on an interior of the consolidated parcel, instead of being adjacent to what was formerly an exterior property line, shall be considered abandoned, provided, however, that should the consolidated parcel ever be resubdivided, said set back or building line shall automatically be reestablished a like distance from the new exterior property line.

2. Other Provisions.

- a. The Restrictions are for the benefit equally of the Association, its successors and assigns and of current or subsequent owners of parcels in the Subdivision and, accordingly, shall be covenants running with the land.
- b. The term of the Restrictions shall be for a period from the date of filing of this instrument for record in Bastrop County, Texas, until the 1st day of January, A.D. 2011, after which date such Restrictions shall be extended without further action for successive periods of ten (10) years each unless amended or rescinded.
- c. The Restrictions may be amended, altered, modified, changed or rescinded in whole or in part only by instruments executed by the then owners of record in good standing of a majority of parcels or aggregations of adjoining parcels in Circle D Country Acres, Section 1, and duly recorded in the Deed Records of Bastrop County, Texas. An owner who has consolidated two or more adjoining parcels in the same section of Circle D into an aggregation shall be entitled to one vote for the aggregation, regardless of the number of parcels therein. Where more than one person has an interest in a parcel or aggregation of adjoining parcels, the Association may accept the signature of any of the persons owning an interest in a parcel or aggregation of adjoining parcels as the assent of all such Owners, unless another Owner notifies the Association, in writing, of his or her nonconsent to having the signature of the Owner signing on their behalf to bind them, prior to the filing of the amendment in the Official Public Records of Real Property of Bastrop County, Texas. An owner who is qualified as being in good standing on the date of signing for the purpose of being counted toward the majority required for an amendment is not considered not to be in good standing if he or she becomes delinquent after signing but before the amendment is filed.
- d. The violation, abandonment, waiver, or determination of the invalidity of any of the provisions or parts thereof in this document by a legally constituted authority having jurisdiction, or the failure to enforce such provision or part, shall in no wise affect or impair the remaining provisions or parts which shall remain in full force and effect, nor shall any waiver as to one parcel or violation constitute a waiver as to any other parcel or any other subsequent violation.

- e. Previously granted variances with respect to these restrictions shall not be disturbed, except that manufactured housing that is removed from a parcel may not be replaced by manufactured housing.
- f. Nothing contained in this document nor any violation of any of the restrictions shall have the effect of impairing or affecting the rights of any mortgagee or trustee under any mortgage or deed of trust outstanding against any parcel in the Subdivision.
- g. Any provision hereof that is finally adjudicated at the highest court of competent jurisdiction to be ineffective for being prohibited by the homestead provisions of the Constitution or laws of the State of Texas shall be applicable as to the property or Owner of the property to the extent not so barred and shall attach to the property as soon as it ceases to be the homestead of the person entitled to claim homestead.

These Amended and Restated Restrictions are adopted as of the last date of the last signature page attached hereto or to a copy hereof.