

THE RANCH SUBDIVISION HOMEOWNERS' ASSOCIATION, INC.
(Hereinafter called "Association")
ARCHITECTURAL CONTROL COMMITTEE
(Hereinafter called "ACC")

**GUIDELINES FOR OBTAINING APPROVAL FOR PROPOSED IMPROVEMENTS ON
ANY TRACT INCLUDING ORIGINAL CONSTRUCTION OR MODIFICATION OF
EXISTING IMPROVEMENTS**

1. The DECLARATIONS OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR "THE RANCH" SUBDIVISION, as amended ("Deed Restrictions"), are established for the purpose of creating and carrying out a uniform plan for the improvement of all property in the subdivision, as a restricted subdivision.
2. All construction and improvements within the subdivision shall be in strict compliance with the Deed Restrictions.
3. No construction or improvements of any kind may begin until:
 - a.) Construction plans and specifications have been submitted by the Owner and approved in writing by the ACC. These plans and specifications shall include: (a) plans of all floors involved, showing the square footage of living space; (b) elevations of all sides of the proposed structure; (c) notes and/or specifications that describe the materials and finishes, including color, to be used on the exterior walls and roofs; and (d) the name, tract number, mailing address, and telephone number of the owner.
 - b.) A plot plan showing the location of the proposed improvement(s) has been submitted by the Owner and approved in writing by the ACC. A plot plan is a diagram showing the proposed and/or existing use of a tract. In general, plot plans should consist of a schematic (as opposed to a certified survey) of the location of each and every planned and existing structure(s), septic tank(s), septic drain field(s) and public utilities in relation to each other and to the rear, front and side lines of the tract.
4. Construction plans and specifications and plot plans shall be considered to be property submitted to the ACC if delivered in person or forwarded by United States Mail, postage prepaid to the address designated by the Association.
5. The ACC shall have the responsibility and the authority to review and approve or disapprove in writing the plans and specifications of all improvements submitted by any Owner.
 - a.) The ACC shall ensure the proposed structure is in compliance with the Deed Restrictions, including applicable property set back lines.
 - b.) The ACC shall ensure, at a minimum, that the proposed size, appearance, external design, materials, and quality of workmanship described by the

plans and specifications submitted for any structure are in harmony with other structures in the subdivision and with these guidelines.

6. All structures shall give the external appearance of being constructed consistent with typical Texas Hill Country architecture and construction. This architecture and construction is characterized by external materials native to the area including natural stone, cedar paneling, adobe, and stucco, with metal or tile roofs. Reasonable facsimiles (i.e., cement fiber materials and T-111 plywood) are allowed subject to the specified approval of the ACC. External use of commercial bricks of any kind will not be permitted.

7. All single-family dwellings shall contain a minimum of 2,300 square feet of floor space livable area, excluding exterior porches, patios, decks, garages, carports and entryways. Any guest quarters must be of not less than 1,000 square feet of floor space livable area (exclusive of exterior porches, patios, decks, entryways, garages, carports, and patios) and not more than 50% of the square footage of floor space livable area of the main dwelling. Any guest quarters must be physically attached to and located within 75 feet of the main dwelling. The exterior of any guest quarters must match the exterior of the main dwelling. The main dwelling must be constructed before any guest quarters is constructed.

8. Exterior colors should blend with the natural surroundings (e.g., neutral colors or earth tones of greens, browns, tans, etc.)

9. Approved roofing materials include metal and tile. Wood shingles are specifically prohibited. Other materials may be permitted subject to the approval of the ACC.

10. Exterior frame construction of any kind shall receive at least two coats of paint, except in case of natural, stained, or colored cedar or redwood.

11. No unpainted sheet iron, sheet aluminum or sheet fiberglass is allowed as exterior materials on any structure.

12. Septic sewage disposal systems shall be permitted, designed, located, constructed, and equipped in accordance with standards and requirements of the Uvalde County-City Health Department.

13. Fences of any kind are generally discouraged. No fence will be allowed until and unless approved as to the design, type and location by the ACC. If the owner deems fencing necessary, open wrought iron, natural stone, and cedar post fencing, and combinations thereof, no taller than 36 inches are encouraged. Wire (including cyclone, barbed, welded, meshed and twisted), wooden lattice and chain fencing is prohibited.

14. No trash, garbage, used lumber or other material, unsightly items, or other refuse may be stored, located, thrown, dumped or otherwise disposed of on any tract, vacant or otherwise except during active construction activities. Owner and his builder shall be required to police the construction site and adjacent grounds to pick up and properly dispose of trash and debris related to construction activities.

15. No outdoor toilets will be permitted except during active construction activities. During active construction activities, Owner and builder must provide a portable toilet for the use of construction workers, delivery and material supply personnel.

16. Once Owner has broken ground, construction must be completed within twelve (12) months from such date.

17. With the exception of a "For Sale" sign, no sign of any kind may be placed on any property without the written consent of the ACC.

18. All of the roads in the subdivision are private roads for the use of the owners of tracts in the subdivision and their guests, contractors, and (sub)contractors.

a.) The speed limit on the roads within the subdivision is 20 miles per hour.

b.) No unauthorized vehicles are permitted to use the subdivision's roads.

Every Owner is responsible for ensuring compliance with the above requirements.

19. Light pollution is a serious concern to the Association and the ACC. Thus, vapor lights of any kind are not approved and may not be used. Further, all outdoor lighting of any type must be projected downward to the ground and fully comply with the standards and requirements of the North American Dark Sky Association.

20. The ACC is composed of the Directors of the Association. The Directors may or may not reside in the subdivision. The ACC is allowed 30 days to approve or disapprove any plans or specification. If the ACC fails to act within 30 days, or in any event, if suit to enjoin any construction has not been commenced prior to the completion thereof, approval will not be required and the improvement shall be deemed to be in full compliance with the relevant requirements.

21. Violation of any restriction or condition or breach of any covenant or approved construction shall give the Association or its agents, in addition to all other remedies, the right to enter upon the land upon or as to which such violation or breach exists, and summarily to abate and remove, at the expense of the Owner thereof, any erection, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Association or its agents shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

**THE RANCH SUBDIVISION HOMEOWNERS' ASSOCIATION, INC.
ARCHITECTURAL CONTROL COMMITTEE
APPROVAL CHECKLIST**

OWNER: _____ TRACT NUMBER(S) _____
MAILING ADDRESS _____ PHONE: _____

DATE SUBMITTED FOR APPROVAL: _____

DATE(S) ADDITIONAL INFORMATION OR CLARIFICATION REQUESTED (AND RECEIVED):

ITEMS SUBMITTED FOR APPROVAL:

PLOT PLAN: _____

FLOOR PLAN(s) _____

EXTERNAL ELEVATIONS: _____

NOTES/SPECIFICATIONS:

MATERIALS: _____

FINISHES _____

Is the proposed construction in conformance with the applicable Deed Restrictions, including applicable property set-back lines? YES: _____ NO: _____

Are the proposed size, appearance, external design, materials, and quality of workmanship described by the plans and specifications submitted for the structure in harmony with other structures in the subdivision and with these guidelines? YES: _____ NO: _____

- Does the proposed dwelling contain at least 2,300 square feet of living space, excluding exterior porches, patios, decks, garages and entryways? YES: _____ NO: _____ (# of sq. ft. proposed _____)
- Is the proposed exterior design and appearance consistent with typical Texas Hill Country architecture and construction? YES: _____ NO: _____
- Are commercial bricks of any kind proposed for external use? YES: _____ NO: _____
- Is the proposed roofing material either metal or tile? YES: _____ NO: _____
- Does the proposed exterior frame construction call for at least two coats of paint, except in the case of natural stained, or colored cedar or redwood? YES: _____ NO: _____
- Does the proposed plan include any fencing? YES: _____ NO: _____
- Does all outdoor lighting project downward to the ground? YES: _____ NO: _____. Are there any vapor lights? YES: _____ NO: _____.
- Does the exterior color of paint, stucco, or stone blend with the natural surroundings such as neutral colors or earth tones of green, brown, tan, etc? YES: _____ NO: _____
- Has written approval been provided? YES: _____ NO: _____. If "YES", date of approval: _____, ACC member approving: _____.

**SECOND AMENDED DECLARATION OF EASEMENTS,
RESTRICTIVE COVENANTS, CONDITIONS AND
DEED RESTRICTIONS FOR "THE RANCH" SUBDIVISION**

THE STATE OF TEXAS

KNOW ALL BY THESE PRESENTS:

COUNTY OF UVALDE

THAT WHEREAS, The Ranch Subdivision Homeowners' Association, Inc. (hereinafter "THE RANCH" or "the HOA"), having been duly formed, having elected directors and officers, having established an Architectural Control Committee (hereinafter "ACC"), and having adopted Guidelines for Obtaining Approval for Proposed Improvements on any Tract Including Original Construction or Modification of Existing Improvements (hereinafter "ACC Guidelines"),

NOW THEREFORE, it is hereby declared that all of the property described or referenced herein shall be HELD, SOLD and CONVEYED subject to these Second Amended Declaration of Easements, Restrictive Covenants, Conditions and Deed Restrictions (hereinafter "Deed Restrictions") for the purpose of protecting the value, desirability and attractiveness thereof, and which shall run with the real property and any portion thereof, and shall be binding on all parties having any rights, title or interest in or to the above-described property or any part thereof, and their heirs, successors and assigns, and which covenants and restrictions shall inure to the benefit of each owner thereof.

A. INTRODUCTION

THE RANCH is a plated subdivision in Uvalde County, Texas, consisting of two units ("Unit I") and ("Unit II"), as well as two or more additional tracts that are subject to these Deed Restrictions. The Plat of Unit I was filed on October 10, 2003 at Slide 219B, Cabinet 2, Plat Records of Uvalde County, Texas (Document No. 2003003690 of the Official Public Records of Uvalde County, Texas). The Plat of Unit II was filed on September 16, 2004 at Slide 225A, Cabinet 2, Plat Records of Uvalde County, Texas (Document No. 20040043231 of the Official Public Records of Uvalde County, Texas.) The original Declaration of Easements, Covenants, Conditions, and Restrictions for "The Ranch" Subdivision was filed October 23, 2003 at Volume 0516, Pages 753-764 of the Official Public Records of Uvalde County, Texas. Such Declaration expressly references and covers properties located in Unit I, and such Declaration expressly covers the properties in Unit II by virtue of a filing on April 7, 2005 at Volume 0556, Pages 041-050, Document No. 2005001330 of the Official Public Records of Uvalde County, Texas.

In addition to Unit I and Unit II, such Declaration is applicable to at least two additional tracts. The first such tract is described in a Warranty Deed from Robert W. Mayo to Geoffrey Myane, Jr. and Carolyn Myane, filed January 23, 2004 at Volume 0523, Pages 777-782, Document No. 2004000321 of the Official Public Records of Uvalde County, Texas. The second additional tract to which such Declaration is applicable is described in a General Warranty Deed from Robert W. Mayo to Robert Langley, filed March 10, 2004 at Volume 0527,

Pages 281-288, Document No. 2004000933 of the Official Public Records of Uvalde County, Texas.

The First Amended Declaration of Easements, Restrictive Covenants, Conditions and Deed Restrictions for "the Ranch" Subdivision was filed July 13, 2006 as Document No. 2006002717 of the Official Public Records of Uvalde County, Texas.

This Second Amended Declaration of Easements, Restrictive Covenants, Conditions and Deed Restrictions shall control over and supersede the original Declaration and the First Amended Declaration referenced above.

B. LAND USE

1. All lots or tracts that are part of THE RANCH or that are subject to the Deed Restrictions governing The Ranch are restricted for residential purposes only. No commercial activity may be conducted on any lot or tract. No sign shall be placed on any lot or tract indicating a commercial or non-residential use thereof. Under no circumstances shall there be any rental of any lot or tract or the improvements thereon.

2. No activity shall be permitted that adversely affects adjoining property owners or creates an annoyance or nuisance to other property owners. This shall include noise pollution such as barking dogs, loud music, etc. It shall also include light pollution. All outdoor lighting must project downward and may not protrude outward or upward.

3. No clotheslines or window air conditioning/heating units are allowed. Swing sets, outdoor playhouses or similar playground equipment must be approved by the ACC. Antennas, satellite dishes, or other apparatus for the transmission or reception of television, radio or satellite must not be visible from the roadway. No junk or clutter of any kind or character that is visible on the exterior of any dwelling shall be permitted, nor shall accumulation or storage of scrap, used materials, motor vehicles, machinery or other unsightly storage of personal property be permitted.

4. No animal pens, kennels, or dog runs are allowed. Permitted types of animals shall include household pets only. Any household pets shall be confined to their lot. Any fencing must be approved in writing by the ACC. No fencing of any lot or tract shall protrude into the meadow or open areas, in order to retain the original ranch appearance.

5. No hunting shall be permitted. No fireworks shall be permitted.

6. No more than one main dwelling may be constructed on any lot. As of the "Effective Date" hereof (as defined below) such main dwelling must be of not less than 2,300 square feet of floor space livable area, exclusive of exterior patios, porches, garages, entryways, and carports. Any guest quarters must be of not less than 1,000 square feet of floor space livable area (exclusive of exterior porches, garages, patios, entryways, and carports), and not more than 50% of the square footage of floor space livable area of the main dwelling. Any guest quarters must be physically attached to and located within 75 feet of the main dwelling. The exterior of

any guest quarters must match the exterior of the main dwelling. The main dwelling must be constructed before any guest quarters is constructed.

7. All dwellings shall be of new construction and materials, and shall have a neat and attractive exterior appearance. The exterior thereof shall be of traditional Texas Hill Country style and architecture, and not modern-looking facilities which would look out of place in rural surroundings. All construction or improvements must comply with the ACC Guidelines and be approved in writing by the ACC. No metal walls of temporary sheeting will be allowed. At least one-half (1/2) of the exterior of each dwelling must be of stucco or native stone construction. Brick exterior will not be allowed. The entire exterior walls of all dwellings must be completed within one (1) year after the commencement of work or the placing of materials on said property, whichever occurs first, and "completed" shall mean the finishing of all such exterior walls.

8. Absolutely no rentals or leasing whatsoever shall be allowed.

9. No outside toilets, privies or cesspools will be permitted, and no installation of any type of sewage disposal device shall be allowed which would result in raw, untreated or unsanitary sewage being carried into any surface or groundwater; all septic tanks must conform to the regulations of the State and County concerning septic systems. Inspection and certification by each regulatory or governmental entity shall be required only if an individual regulatory body requires separate inspection and certification; otherwise, a certification made by an appropriate regulatory body which is accepted by another regulatory body shall constitute compliance hereunder.

10. Notwithstanding the above, during construction of or improvements to a dwelling, the owner shall require the contractor to provide a temporary or portable toilet ("Port-a-Potty") on the property.

11. No tents, campers, trailers, mobile homes, or other similar dwellings or vehicles shall be used, parked or stored on any property, either on a temporary or permanent basis.

12. All lots or tracts shall be kept in a clean and orderly condition at all times, and all trash, garbage and other waste shall be kept in sanitary containers. Any waste placed by a roadway for pickup shall be in disposable containers. It shall be the responsibility of the owner to require contractors and subcontractors to police the area for trash and debris related to any construction or improvement activities.

13. All structure used for storage purposes must match the exterior of the main dwelling and must be physically attached thereto. Any recreational vehicles must be stored inside such storage structure.

14. No subdividing or re-subdividing of any tract shall be permitted.

15. Lots or tracts within THE RANCH are subject to a grazing or cattle lease with the original developer, Robert W. Mayo, who will maintain the exterior fencing in return for such lease for his cattle. Any change of use of property could result in a rollback tax which would be the responsibility of lot owners unless it is caused by Robert W. Mayo.

16. No oil or gas drilling or development operations, or refining, quarrying or mining operations of any kind shall be permitted upon any part of the property, nor shall oil or gas wells, tanks, or tunnels, or mineral excavations of shafts be permitted thereon. No derrick or other structure designed for use in boring for oil or natural gas or other minerals shall be erected or maintained upon the property. No exploratory work may be performed upon, above or under the property, with the exception of hand tool digging of Indian mounds.

17. The front gate and fence parallel to Highway 83 are the property of the HOA. No sign may be affixed or attached to such gate or fence.

18. The only sign permitted on any property shall be one sign advertising the property for sale. Such sign shall be no larger than a standard size "For Sale" sign such as that used by realtors.

C. EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are located in a strip thirty feet (30') in width adjacent to the sixty foot (60') road easement, as shown on the plats of the subdivision, and a ten foot (10') easement along all property lines of each tract. Within these easements, no structure, planting or other material shall be placed or permitted to remain which could damage or interfere with the installation and maintenance of utilities, or which could change the direction of flow of surface drainage in the easements. Within such easements, the right of use, ingress or egress shall be had at all times for installation, construction, operation, maintenance, repair, replacement, relocation or removal of any utility and drainage facility, together with the right to remove any obstruction or improvements that may be placed within any such easement which could interfere with the use of such easement for the purposes herein set forth. The easement area of each tract and all improvements shall be maintained continuously by the owner of the tract, except for those improvements for which a public authority or utility company is responsible. A utility easement may be used for any and all utilities unless expressly limited to a specific use on the recorded plat of the subdivision. Any owner who purchases two or more contiguous tracts shall have the right to abandon the interior lot line easement or easements without the consent or approval of the HOA or the ACC provided that all utility companies agree. There will also be a walkway easement within the sixty foot (60') road easement.

There shall be two uninterrupted driveway easements running parallel to Highway 83. These easements will service all tracts that front on Highway 83, and will facilitate ingress and egress to and from said tracts. There will be no access onto Highway 83 other than the one main gate entrance. Easements are described as metes and bounds in the recorded plats for the subdivision.

D. BUILDING SET BACK LINES

No building shall be located on any lot or tract less than fifty feet (50') from the front property line, nor less than twenty-five feet (25') from any side property line. No structure shall

be located closer than fifty feet (50') to any side street. It is encouraged for building sites to be a minimum of one hundred feet (100') from the front property line which adjoins the roadway.

E. CONSTRUCTION AND ARCHITECTURAL CONTROL

The ACC shall establish mandatory ACC Guidelines for the construction or repair of any improvements on a tract. The ACC shall indicate approval or lack thereof in writing. In the event the ACC or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the ACC Guidelines and these Deed Restrictions, and if amended, shall be deemed to have been fully complied with. Two sets of construction or improvement plans must be submitted in order that one can be kept on file by the HOA for any future references.

F. OWNERS' AGREEMENT

In order to provide for the installation, operation, repair, and maintenance of any roads, streets, and any common areas within the subdivision (hereinafter referred to as "Common Area"), the original developer, Robert W. Mayo, established for the benefit of each owner within the subdivision the following:

An area designated as the "Park" on the plat of The Ranch subdivision, which location is described in metes and bounds in Exhibit "A" attached to the original Declaration of Easements, Covenants, Conditions and Restrictions for "The Ranch" subdivision. The Park shall be part of the Common Area for the use of all owners within The Ranch. Robert W. Mayo shall deed the area designated "Park," along with any other Common Area, to the HOA. No guest will be allowed in the Park unless accompanied by an owner.

Every owner of a lot or tract shall be a member of the HOA, and such membership shall be appurtenant to and may not be separate from ownership of property within The Ranch subdivision. Each tract owner shall have one vote per tract. Any changes, additions, or amendments to these Deed Restrictions shall require the consent of two-thirds (2/3) of the property owners, provided however, that the ACC shall have the authority to grant variances when deemed appropriate solely in order to maintain the integrity of the property, enhance the property, save trees, or utilize a better building site.

In order to provide a maintenance fund for the proper maintenance of the Common Area, including but not limited to payment of taxes and maintenance of roadways, there will be imposed upon each tract in the subdivision an annual charge as dues which initially shall be two hundred dollars (\$200.00) per tract. Thereafter, the Board of Directors of the HOA shall propose the amount of dues to be approved by the members at the annual meeting of members. Such dues shall be payable to the HOA in January of each year, and shall be delinquent if not paid by February 1. Any delinquent dues shall accrue interest at any annual rate to be determined from time to time by the HOA (which shall not exceed the maximum lawful annual interest rate) from the date of delinquency until paid, and any delinquent dues shall preclude such delinquent owner from use of the Park.

The HOA shall not be liable or responsible for failure or inability to collect dues from any owner.

The payment of dues shall be secured by an express lien in favor of the HOA, as custodian and administrator, which lien will be placed and imposed upon each tract for which dues have not been paid. Such lien may be foreclosed in the same manner as a deed of trust lien or a vendor's lien. All costs and legal fees incurred in connection with the foreclosure of such lien shall be paid by the delinquent property owner. Said lien and all other provisions of this agreement shall be secondary and subordinate, however, to any liens, deeds of trust and encumbrances securing all or any portion of the purchase price of a tract, or given to any party, agency or department of the State of Texas, bank, savings and loan association, insurance company, trust company, fraternal benefit organization, or corporation with banking or related powers, lawfully lending money for the purposes of making repairs or constructing dwellings or other improvements.

Upon the sale or transfer of any property, the purchaser or transferee shall owe to the HOA a transfer fee in the amount of one hundred dollars (\$100).

Any person negligently or willfully damaging or destroying any portion of the Common Area shall be responsible to the HOA for damages, and the HOA shall use any funds recovered by a claim, lawsuit, or settlement arising out of such damage or destruction, to repair such damage or destruction.

G. MISCELLANEOUS

These Deed Restrictions are covenants running with the land and shall be fully binding upon all persons acquiring title to any lot or tract, including by contract or by descent, devise, purchase or otherwise. Any person procuring title or the right by contract to acquire title to any lot or tract shall agree to these Deed Restrictions by virtue of the filing hereof in the Official Public Records of Uvalde County, Texas, without regard to whether such person has actual notice of the existence and terms of these Deed Restrictions.

The HOA shall have the right to enforce these Deed Restriction by injunction, either prohibitory, mandatory, or both, in order to prevent a breach hereof, or to enforce the observance hereof, which remedy shall not be exclusive. In the event of a breach of these Deed Restrictions by the owner of any lot or tract, it will be conclusively presumed that the owners of all other lots or tracts have been injured thereby. Any delay on the part of the HOA or any party having the right to enforce these Deed Restrictions shall not operate as a waiver of such violation, and such delay shall not confer any implied right on any other owner to change, alter or violate any of these Deed Restrictions.

Witness our hands this 6th day of September, 2007 (the "Effective Date").

Stephen C. Dillard
Stephen C. Dillard, Director

Norma Gayle
Norma Gayle, Director

Judy Barker
Judy Barker, Director

Terrie White
Terrie White, Director

Geoffrey Myane, Jr.
Geoffrey Myane, Jr., Director