

100322

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR SUNDOWN RANCH
SUBDIVISION
(AMENDED)

PREAMBLE

This Amended Declaration of Covenants, Conditions, Restrictions and Easements ("Declaration") for Sundown Ranch a Blanco County Subdivision is made by Declarant on January 25, 2010, by ARCHIZO RANCH LAND, LLC, (hereinafter referred to as "Declarant"), whose mailing address is 5901 Mt. Gainor Road, Wimberley, Texas, 78676. This Declaration amends, replaces and supersedes all prior declarations of covenants, conditions, restrictions or easements executed and recorded by the Declarant or any other entity, including but not limited to, a Declaration of Covenants, Conditions, Restrictions or Easements for Sundown Ranch in Blanco County, dated December 4, 2009, recorded in Volume 414, Page 530 of the Official Public Records of Real Property of Blanco County, Texas and a document title "Amendment to Declaration of Covenants, Conditions, Restrictions or Easements for Sundown Ranch in Blanco County", dated December 21, 2009 filed as instrument number 093864 in the Official Public Records of Real Property of Blanco County Texas.

RECITALS

Declarant is the owner of all that certain real property (the "Property") located in Blanco County, Texas, described as follows:

1. The Sundown Ranch Subdivision, being 443.54 acre tract of land in Blanco County, Texas and being more particularly described in the plat thereof, filed in Volume 2, Page 80 of the Plat Records of Blanco County, Texas.
2. The Declarant has devised a general plan for the Sundown Ranch subdivision Property as a whole, with specific provisions for particular parts and parcels of the Property. This general plan provides a common scheme of development designed to protect and safeguard the Property over a long period.
3. This general plan will benefit the Property in general, the parcels and lots that constitute the Property, the Declarant, and each successive owner of an interest in the Property.
4. Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Declarant desires to restrict the Property according to these

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Filed this 25th day of Jan 20 10
2:28 P.M.

VOL 416 PAGE 0873

KAREN NEWMAN
County Clerk, Blanco County, Texas
By Josue M. Nalle Deputy

covenants, conditions, and restrictions in furtherance of this general development plan.

NOW, THEREFORE, it is declared that all of the Property shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions and easements.

ARTICLE 1
Definitions

1.01 The Sanctuary Restrictions. "The Sanctuary Restrictions" shall mean The Sanctuary Declaration of Covenants, Conditions, Restrictions and Easements on 900.932 acres recorded in Volume 377, Pages 715-721 of the Official Public Records of Real Property of Blanco County, Texas, as may be amended from time to time.

1.02 The Sanctuary Subdivision. "The Sanctuary Subdivision" shall mean The Sanctuary Property Owners Association.

1.03 The Sundown Ranch Restrictions. "The Sundown Ranch Restrictions" shall mean (i) Declaration of Covenants, Conditions, Restrictions and Easements for Sundown Ranch in Blanco County, Texas, Thereof which is also a 443.54 acre tract of land of which is a portion of the 900.932 acres of land described in The Sanctuary Restrictions, as the same may be amended from time to time, and (ii) the Articles and Bylaws of the Property Owners Association from time to time in effect, as the same may be amended from time to time.

1.04 Easement Agreement. "Easement Agreement" shall mean the agreement which is established between Sundown Ranch and The Sanctuary Subdivision for use of the Sanctuary Lane easement as defined in the Sanctuary Plat recorded in the Official Public Records of Blanco County, Texas.

1.05 Declarant. "Declarant" means Archizo Ranch Land, LLC, its successors and assigns whose conveyance expressly grants the assigned authority to act as Declarant.

1.06 Association. "Association" means Sundown Ranch Property Owners Association, a Texas non-profit corporation. Each owner shall become a member of the Association at the time the Association is released to be formed by the Declarant or as described herein.

1.07 Board. "Board" means Board of Directors representing the Sundown Ranch Subdivision.

1.08 Lot. "Lot" means any of the plots of land shown on the plat and subdivision map recorded in Volume 2, Page 80, Plat Records of Blanco County, Texas (the "Map").

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1.09 Owner. "Owner" means the record owner or owners, heirs, successors or assigns of the fee simple title to any Lot. "Owner" includes contract sellers but excludes persons having only a security interest.

1.10 Plat. "Plat" shall mean a final subdivision plat of any portion of the Property.

ARTICLE 2

Use Restrictions and Architectural Standards

2.01 The Sanctuary Restrictions shall apply to all Owners of any Lots in the Sundown Ranch Subdivision and shall be governed as the Sundown Ranch Covenants, Conditions and Restrictions in addition to any and all Sundown Ranch Restrictions herein.

2.02 The Declarant reserves the rights to manage the Sundown Ranch Restrictions or any amended changes thereof until at least eight (8) lots have been sold and title conveyed (sale). This includes the rights to act for the Owner in any requested changes to The Sanctuary Restrictions. After the eight (8th) lot sale the Owners will form an Association at which time each owner will attain the right to act on their own behalf on all matters concerning Sundown Ranch or The Sanctuary Restrictions.

ARTICLE 3

Easements

3.01 Reservation of Easements. All easements including those used for installation and maintenance of utilities and drainage facilities are reserved as indicated on the plat of the subdivision. No shrubbery, fence, or other obstruction shall be placed in any easement. Right of use for ingress and egress shall be available at all times over and dedicated easement for purposes of installing, operating, maintaining, repairing, or removing any utility or any obstruction placed in such easement that would interfere with the installation, maintenance, operation, or removal of such utility.

3.02 Entry Gate. The Declarant or Board shall establish rules regarding the use and operation of the Entry Gate. Each Lot Owner agrees to abide by reasonable regulations adopted by the Declarant or Board of the Association regulating the use or restriction of the Entry Gate. Emergency service providers will be given an access code or other means of access for the security gate.

Each Owner will be responsible for safeguarding the confidentiality of the Owner's access code and remote control devices and shall indemnify the Declarant and Association and its members from all losses, costs, damages and expenses incurred by the Declarant or Association or its members due to any negligent failure by the Owner to protect the confidentiality of the Owner's access code, loss of remote devices or

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damage the security gate or any other improvement to the common properties of both the Sanctuary or Sundown Ranch Subdivisions.

ARTICLE 4 **Assessments**

4.01 Covenant to Pay. Each Owner by acceptance of the deed to such Owner's Lot is deemed to covenant and agree to pay to the Association the regular and special assessments levied pursuant to the provisions of this Declaration. All money's collected shall be put into a fund to be used to defray expenses attributable to the ownership, operation, and maintenance of Common Properties by the Association and the enforcement of these covenants and restrictions. The Owners may not waive or otherwise escape liability for these assessments by non-use of the Common Properties or by abandonment of the Owner's Lot.

4.02 Regular Assessments. Regular assessments shall be made in accordance with the following provisions: The initial assessment is established at \$375 per Lot per year or for multiple Lot Owners an additional \$275 per additional lot. Included as a portion to this assessment will be allocation of \$275 applied to maintenance of the portion of Sanctuary Lane passing through The Sanctuary Subdivision as outlined in the Sanctuary Restrictions and Easement Agreements. Within sixty (60) days prior to the beginning of each calendar year, the Declarant or the Board shall estimate the net expenses to be paid during that year, including a reasonable provision for contingencies and replacements with adjustments made for any expected income and surplus from the prior year's fund. This estimate cash requirement shall be assessed to each Owner according to the ratio of the number of Lots owned by said Owner to the total number of Lots in the Sundown Ranch subdivision, subject to assessment. Each Owner is obligated to pay assessments to the Declarant or Board in equal installments on or before the first day of each period established by the Declarant or Board (monthly, quarterly or annually).

4.03 Special Assessments. Special assessments shall be made in accordance with the following:

- a. If the Declarant or Board determines that the amount to be collected from regular assessments will be inadequate to defray the common expenses for the year because of the cost of any construction, unexpected repairs, replacements of capital improvements on the Common Properties, enforcement action, or for any other reason, it shall make a special assessment for the additional amount needed. Such special assessments shall be levied and collected in the same manner as regular assessments; and
- b. If the Declarant or Board determines that it is in the interest of the Association to establish a co-operative wildlife management plan for the subdivision, the

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Board may assess each member participating in such wildlife management plan for their proportionate cost of the wildlife management plan expenses as the Declarant or Board may determine reasonably necessary. Nothing herein shall create any duty on the part of the Declarant or the Association provided any wildlife management service establish a co-operative plan or make any filing or claim of exemption on behalf of any lot owner. It is understood that each lot owner must make any such claim for any exemption from ad valorem taxes, on any basis, and each lot owner is solely responsible for compliance with the terms of any such claimed exemption.

4.04 Limitations on Assessments. The Declarant may not impose a regular annual assessment per Lot that is more than twenty (20) percent greater than the regular assessment for the preceding year or in the case of the Board it may not do the same, without the approval of a majority of the voting power of the Association. The Board shall not levy special assessments that in the aggregate exceed ten percent (10%) of the budgeted gross expenses of the Association for that year. These limitations shall not apply to a special assessment levied against an Owner to reimburse the Association for funds expended in order to bring an Owner into compliance with the provisions of the Sundown Ranch Restrictions.

4.05 Commencement of Assessments. Regular assessments shall commence on, the date of closing of the first sale of a Lot in the Sundown Ranch Subdivision.

4.06 Liability for Assessments. Each installment of a regular assessment and each special assessment shall be a separate, distinct, and personal debt and obligation of the assessed Owners. The Amount of any assessment not paid when due shall be deemed to be delinquent.

4.07 Payment of Assessments on Conveyance of a Lot. On the sale or conveyance of a Lot, all unpaid assessments against an Owner for the Owner's share in the expenses to which Articles 4.02 and 4.03 of this Declaration refer shall first be paid out of the sale price by the purchaser in preference over any other assessments or charges of whatever nature, except the following:

- a. Assessments, liens, and charges in favor of the State of Texas and any political subdivision of the State of Texas for taxes past due and unpaid on the Lot.
- b. Amounts due under mortgage instruments duly recorded.

4.08 Lien and Foreclosure for Delinquent Assessments. The Declarant or Association shall have a lien on each Lot for any delinquent assessments attributable to that Lot. The Declarant or Association is authorized to enforce the lien through any available remedy, including non-judicial foreclosure pursuant to Texas Property Code Section 51.002. Each Lot Owner expressly grants to the Declarant or Board a power of sale,

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through a trustee designated in writing by the Declarant or Board, in connection with any such liens.

ARTICLE 5

General Provisions

5.01 Enforcement. The Declarant or the Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this Declaration. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound.

5.02 Severability. Invalidity of any one of these covenants or restrictions by judgment or court shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

5.03 Covenants Running with the Land. These easements, restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real property and shall be binding on all parties having any right, title, or interest in the Property in whole or in part, and their heirs, successors, and assigns. These covenants, conditions, restrictions and easements shall be for the benefit of the Property, each Lot, and each Lot Owner.

5.04 Duration and Amendment. The Term of the Sundown Ranch Restrictions or amendments shall be effective in accordance with the term of The Sanctuary Restrictions. Neither any amendment nor any termination shall be effective until recorded in the Official Public Records of Blanco County, Texas, and all requisite governmental approvals, if any, have been obtained.

5.05 Attorneys' Fees. If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs.

5.06 Liberal Interpretation. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

(Signature page to follow)

This Declaration is executed this 25th day of January, 2010, at Johnson City,
Blanco County, Texas.

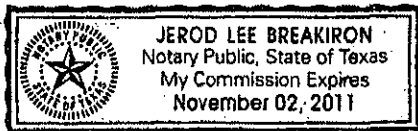
Archizo Ranch Land, LLC,
a Texas limited liability company

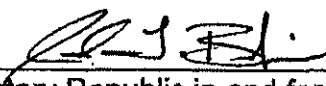
By: Archizo Capital Management, LLC, its
Manager

By:


Gerald Faldyn, Manager
5901 Mt. Gainor
Wimberley, Texas 78676

SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned authority, on this
25th day of JANUARY, 2010, by **GERALD FALDYN**, Manager
of **ARCHIZO RANCH LAND, LLC**, a Texas limited liability company, on behalf of said
limited liability company.




Notary Republic in and for the State of Texas

My commission expires: 11-02-2011

STATE OF TEXAS
COUNTY OF BLANCO
I hereby certify that this instrument was FILED in File Number Sequence on the
date and the time stamped hereon by me and was duly RECORDED in Official
Public records of Real Property of Blanco County, Texas on

JAN 25 2010




COUNTY CLERK
BLANCO COUNTY, TEXAS

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